

JETSNATCH SERVICES GENERAL TERMS & CONDITIONS

Dear user,

Please find below the General Terms & Conditions (hereafter referred to as “**Terms**”) which govern the provisions of Jetsnatch Services. The Jetsnatch Services are provided by **SMART KETTLEBELL SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ** with its registered office in Wrocław, ul. Życzliwa 33, 53-030 Wrocław, Poland, entered into the business register of KRS (national court register) under no 0000888916, having NIP (tax identification number) PL8992895285 (hereafter referred to as “**Jetsnatch**” or “**we**” or “**us**”).

You may contact us at: hello@jetsnatch.com

Please read these Terms carefully before deciding to enter into a contract for the provision of Jetsnatch Services with us (hereafter referred to as the “**Contract**”) and before using Jetsnatch Services. If you do not agree with below provisions, please do not use the Jetsnatch Services.

By accepting to these Terms, you consent to be bound by these Terms and confirm that you understand their content.

1. GENERAL

- 1.1. These Terms form the basis of the Contract established between you and us and govern rights and obligations of the parties under the Contract.
- 1.2. As Jetsnatch Services are provided to you at no cost and the personal data provided by you are exclusively processed for the purpose of supplying Jetsnatch Services or for allowing us to comply with legal requirements to which we are subject, and we do not process those data for any other purpose, without you express consent (which is not required to use Jetsnatch Services), the provisions of the Consumers Rights Act of 30 May 2014 (unified text: Dz.U. from 2020, no 287 including all amendments), and Directive (EU) 2019/770 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the supply of digital content and digital services, shall not apply to the Contract and these Terms.

2. JETSNATCH SERVICES

- 2.1. “**Jetsnatch Services**” mean software mobile applications, digital content and/or digital services which are provided by us via software mobile applications (hereafter referred to as “**Jetsnatch Application**”).
- 2.2. Jetsnatch Services and Jetsnatch Application are provided free of charge.
- 2.3. Please visit our website www.jetsnatch.com to see the technical and software requirements to run and use Jetsnatch Application.
- 2.4. Use of Jetsnatch Services requires working internet connection and installation of Jetsnatch Application. We may provide updates, repairs and maintenance to Jetsnatch Application and for that reason temporarily block the access to the Jetsnatch Services for the time needed to render such operations. We may also require that you promptly install certain updates to Jetsnatch Application, otherwise Jetsnatch Application may not work properly, or certain Jetsnatch Services may not be available, for which we shall not be held liable.
- 2.5. We may require certain information from you, which are necessary for us to provide certain Jetsnatch Services. The provision of such Jetsnatch Services will be contingent on the provision of such information. We will not be liable for any failure to provide Jetsnatch Services where you fail to provide, or delay in the provision of, any such information.
- 2.6. We reserve the right to update, modify, limit and/or terminate Jetsnatch Services and/or remove or discontinue their content in whole or in any part, as well as to cease the provision of Jetsnatch Services in whole or in any part.
- 2.7. We do not make any warranties in relation to Jetsnatch Services and Jetsnatch Application, other than as expressly set out in these Terms and all Jetsnatch Services and Jetsnatch Application are provided ‘as is’. Therefore, we do not warrant that Jetsnatch Services and Jetsnatch Application have any functionality, feature or is fit a any purpose.

- 2.8. You acknowledge that Jetsnatch Application are software applications, which mean that it may contain error or bugs, however we are constantly aiming to improve Jetsnatch Application and provide you with the best product experience, product support and maintenance.
- 2.9. We do not make any warranties that the use of Jetsnatch Services will bring any results intended by you. The aim of Jetsnatch Services is to provide training advice, however we cannot promise any success, as training results always depend on many factors outside of our or your control, such as your mental and physical condition or individual predisposition, diet, health etc.
- 2.10. The contents provided as part of Jetsnatch Services is solely for general information purposes. We do not warrant the accuracy, completeness, availability, or usefulness of this contents nor that that Jetsnatch Services are suitable for all users. Any use, including reliance on, of such contents is strictly at your own risk.
- 2.11. Jetsnatch Services generally aim to improve your training experience, which means that they might be used during the physical exercise. Therefore, before using Jetsnatch Services please consider your general state of health.
- 2.12. Before starting to use or while using Jetsnatch Services, if you have any knowledge of any pre-existing medical conditions (for example heart disease, asthma, recent surgery) or any doubts regarding your health (for example because you are experiencing breathing problems, nausea or dizziness) consult your medical practitioner before starting or continuing with our services. Generally, we also advise that pregnant or breast-feeding women should consult the medical practitioner before starting to use Jetsnatch Services.

3. USER ACCOUNT

- 3.1. To use Jetsnatch Services, you must be 18 or older and register a user account via Jetsnatch Application.
- 3.2. You may use Jetsnatch Services only if you are a consumer, that is a natural person who enters a contract for the purposes not related to that person's business activity. Jetsnatch Services are solely for personal use. You cannot use Jetsnatch Services nor Jetsnatch Application for any commercial purpose whatsoever.
- 3.3. You can register the user account only by signing up via Jetsnatch Application. You cannot register the user account via our website yet or by any other means.
- 3.4. To create the user account, you must provide us with necessary personal data, such as e-mail address, name, surname, and your age. We will also ask you to read these Terms and applicable Privacy Policy before submitting the request to register the user account. After you submit the request to register the user account, we will send you a confirmation e-mail, in which we will ask you to verify you request by clicking on confirmation link, which is necessary for us to complete the registration process.
- 3.5. The confirmation link will remain valid for three days from the date of the submission of the request to register the user account. If you do not verify your request by the time the link expires, the user account will not be created, and we will promptly delete all personal data provided.

4. CONTRACT FOR THE PROVISION OF JETSNATCH SERVICES

- 4.1. The Contract is concluded by electronic means when you download and install Jetsnatch Application on your device from relevant application store (for example App Store®). However, if you wish to use Jetsnatch Services it is still necessary to create the user account in accordance with Clause 3 of these Terms.
- 4.2. Before you download and install Jetsnatch Application, please read these Terms and relevant Privacy Policy which are available (linked) in description field of the Jetsnatch Application in respective application store.
- 4.3. Downloading and installing Jetsnatch Application constitute your acceptance of these Terms and respective privacy policy, however it is still necessary that you expressly accept these Terms and privacy policy during the process of registering your user account.
- 4.4. The Contract is concluded for indefinite period.
- 4.5. You may terminate the Contract anytime by deleting you user account. To delete you user account you must select respective option in the settings of Jetsnatch Application. Simply deleting Jetsnatch Application from your device will not result in deleting your user account and termination of the Contract.

- 4.6. After you have deleted your user account, we may delete all your progress, results and other data you have saved on your user account, and you will no longer have access to this contents.
- 4.7. We may terminate the Contract anytime with immediate effect without providing any cause. Consequently, we may also terminate the Contract if you commit any breach of these Terms and/or fail to comply with any obligation under applicable laws.
- 4.8. On termination of the Contract, the following Clauses of these Terms shall continue in force: Clause 5 (End-User Licence Agreement), and Clause 6 and 7 (Liability and Limitation of Liability).

5. END-USER LICENCE AGREEMENT

- 5.1. As a part of the Contract, we also enter into an end-user licence agreement specifically for the use of Jetsnatch Application through which we provide Jetsnatch Services and for the use of other digital contents provided as part of Jetsnatch Services, such as text, graphics, design, logos, button icons, images, audio clips, video clips, their arrangement, compilation and/or assembly, and software, which are protected by copyrights or related rights or other intellectual property rights, in particular industrial designs, utility models, trademarks or other industrial property rights or may constitute our know-how or trade secret or be protected by other proprietary rights (hereafter collectively referred to as "Copyrighted Works").
- 5.2. Under the Contract and this End-User Agreement Clause, you are granted with non-exclusive, non-transferable, non-sublicensable and revocable license to use the Copyrighted Works for your personal, non-commercial use only and solely in connection with Jetsnatch Services, for as long as the Contract is in force. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, frame, mirror or transmit any of the Copyrighted Works or part thereof, except as follows:
 - your device may temporarily store copies of such Copyrighted Works incidental to your accessing and using Jetsnatch Services;
 - you may store files that are automatically cached by your device;
 - you may print or download one copy of a reasonable number of Copyrighted Works for your own personal, non-commercial use, however not for further reproduction, publication or distribution.
- 5.3. You are not allowed to:
 - modify copies of any Copyrighted Works;
 - use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text;
 - decompile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of Copyrighted Works;
 - delete or alter any copyright, trademark, or other proprietary rights notices from copies of Copyrighted Works.
- 5.4. No right, title or any interest in or to the Copyrighted Works is transferred to you, and all rights not expressly granted are reserved by Jetsnatch. Any use of the Copyrighted Works not expressly permitted by these Terms is a breach of the same and may infringe copyrights, trademarks and other intellectual property or ownership rights of Jetsnatch.
- 5.5. Copyrighted Works may contain additional proprietary notices and copyright information, the terms of which must be observed and followed.
- 5.6. The names, trade names, logos, service marks, and trade dress of Jetsnatch are registered and/or unregistered trademarks or designs owned by Jetsnatch. Please do not use them without our prior consent.

6. LIABILITY OF JETSNATCH FOR BREACH OF CONTRACT

- 6.1. If we fail to provide Jetsnatch Services or Jetsnatch Application or otherwise provide them in breach of these Terms or applicable law you may claim damages in accordance with applicable laws, subject to limitation of our liability set forth in Clause 7.

7. LIMITATION OF OUR LIABILITY

- 7.1. Except as expressly provided in these Terms you assume sole responsibility for results obtained from the use of Jetsnatch Services and for conclusions drawn from such use; and all warranties,

representations, conditions, and all other terms of any kind whatsoever implied by applicable law are, to the fullest extent permitted by applicable law, excluded from this Terms.

- 7.2. Nothing in these Terms excludes the liability of Jetsnatch for the breach of the Contract resulting from wilful misconduct or gross negligence.
- 7.3. Except from our liability for wilful misconduct, our liability for the breach of the Contract is to the highest extent permitted under applicable laws, limited to real loss you have sustained as a result of the breach of the Contract by us. We will not be liable for any loss of profits, and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses.
- 7.4. We will not be held liable for accuracy and reliability of information provided as part of Jetsnatch Services, as well as for (1) any interruption or cessation of transmission to or from Jetsnatch Application; and / or (2) any bugs, viruses, worms, trojan horses, defects, date bombs, time bombs or other items of a harmful nature which may be transmitted to or through the Jetsnatch Application by a third party; (3) any loss or damage caused by a distributed denial-of-service attack or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of Jetsnatch Services.
- 7.5. We will not be liable for any damage or loss of any kind arising out of your use of the Jetsnatch Services or Jetsnatch Application. Such disclaimer and limitation of liability shall be to the highest extent permitted by applicable law, specifically it shall not include any damage or loss caused by wilful misconduct.
- 7.6. We are not responsible for any irregularities during your use of the Jetsnatch Services or Jetsnatch Application resulting from:
 - incorrect functioning of your device;
 - incorrect functioning of internet connection;
 - adverse actions of third parties;
 - other reasons not attributable to us.

8. ADDITIONAL TERMS FOR USERS DOWNLOADING JETSNATCH APPLICATION FROM APP STORE®

- 8.1. If you have downloaded and installed the Jetsnatch Application from App Store® owned and controlled by Apple Inc. a California corporation with its principal place of business at One Apple Park Way, Cupertino, California 95014, USA, or its subsidiaries, or affiliates, you acknowledge and accept the following additional terms:
 - The Contract is concluded between you and Jetsnatch, and not with Apple Inc., and only we are solely responsible for the Jetsnatch Services, Jetsnatch Application, and the content thereof.
 - You may use Jetsnatch Application on any Apple-branded products that you own or control and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions, except that Jetsnatch Application may be accessed, acquired, and used by other accounts associated with your Apple account via Family Sharing, volume purchasing, or Legacy Contacts.
 - We are solely responsible for providing any maintenance and support services with respect to the Jetsnatch Application, as specified in these Terms, or as required under applicable law. Apple Inc. has no obligation whatsoever to furnish any maintenance and support services with respect to the Jetsnatch Application.
 - We are solely responsible for any warranties, provided hereunder, to the extent that have not been effectively disclaimed. In the event of any failure of the Jetsnatch Service or Jetsnatch Application to conform to any applicable warranty, you may notify Apple Inc., and Apple will refund the purchase price for the Jetsnatch Application, if any, and Apple Inc., to the maximum extent permitted by applicable law, will have no other warranty obligation whatsoever with respect to the Jetsnatch Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility in accordance with Clause 6 and 7 of these Terms.
 - We, not Apple Inc, are responsible for addressing any your claims or claims of any third-party relating to the Jetsnatch Application or your possession and/or use of that Jetsnatch Application and/or Jetsnatch Services, including, but not limited to: (i) product liability claims;

(ii) any claim that the Jetsnatch Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, including in connection with Jetsnatch Application use of the HealthKit and HomeKit frameworks.

- In the event of any third-party claim that the Jetsnatch Application, Jetsnatch Services or the end-user's possession and use of Jetsnatch Application or Jetsnatch Services infringes that third-party's intellectual property rights, we, not Apple inc., will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- You represent and warrant that (i) you are not located in a region that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" region; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- Apple Inc., and Apple's subsidiaries, are third-party beneficiaries of the Contract, and that, upon your acceptance of these Terms, Apple Inc. will have the right (and will be deemed to have accepted the right) to enforce the Contract against you as a third-party beneficiary thereof.

9. PERSONAL DATA

9.1. Following personal data and information are required for us to provide Jetsnatch Services:

- name;
- surname;
- email address;
- password to the user account;
- gender;
- age;
- weight;
- height.

9.2. We collect and process your personal data in accordance with our privacy policy, the latest version of which can be found at www.jetsnatch.com

10. APPLICABLE LAWS

10.1. The Contract, these Terms and all contractual and non-contractual matters related to them are governed and construed in accordance with Polish laws, save for the United Nations Convention on Contracts for the International Sale of Goods, Vienna, 1980.

10.2. If your permanent place of residence is within the European Union and the choice of Polish laws deprives you of consumer protection afforded to you by the provisions of law that cannot be derogated from the agreement by virtue of the law of your country of residence (so called mandatory provisions of law), such mandatory provisions are applicable.

11. DISPUTE RESOLUTION

11.1. Any complaint in connection to the Jetsnatch Services or Jetsnatch Application may be submitted to our email address: hello@jetsnatch.com or by post to the address of Jetsnatch. The complaint must contain at least e-mail address and description of a problem that was a reason for a complaint, including the date and type of irregularities, otherwise we will not be able to address your complaint.

12. Any disputes in connection with the Contract or these Terms shall be exclusively and finally resolved by Polish courts competent for the seat of Jetsnatch unless applicable laws provide for otherwise.

13. Any disputes in connection with the Contract or these Conditions shall not be the subject of alternative dispute resolutions (ADR) on the platform provided by European Union Commission, which is a non-judicial arbitration procedure. We are not obliged by law nor prepared to participate in ADR.

14. FINAL PROVISIONS

14.1. The language of the Contract is English. Any correspondence in relation to the Contract or these Terms should be in English or should be accompanied by the adequate translation to English.

- 14.2. You may access and save a permanent copy (.pdf file) of these Terms and privacy policy anytime at www.jetsnatch.com free of any charge.
- 14.3. Jetsnatch may assign its rights hereunder to a third-party without your consent or delegate its obligations resulting from the Contract or these Terms to any third-party, and you give us your consent to such assignment. We are entitled to perform our contractual obligations hereunder with reference to or with the assistance of any third-party.
- 14.4. You may not assign its rights under these Terms or the Contract to any other party except with our prior consent.
- 14.5. If any provision or part-provision of these Terms or the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but such deletion shall not affect the validity and enforceability of the rest of these Terms or the Contract, as applicable.
- 14.6. A failure or delay by you or us to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.7. We hereby reserve the right to alter or supplement these Terms anytime. We will notify you of any changes by email no later than two weeks before the amended Terms enter into force. If you do not object to the validity of the new Terms and continue to use Jetsnatch Services, then the new Terms will be deemed to have been accepted by you. If you have objected to the amended Terms, you may terminate the Contract without any repercussions.

Wroclaw, May 2023.