

## Regulations for the provision of electronic services by AiCOACH Sp. z o.o.:

### §1

#### INITIAL PROVISIONS

1. These Regulations define the terms and conditions of using the SYSTEM and APPLICATIONS.
2. TERMS AND POLICY is a document referred to in art. 8 of the Act of 18 July 2002 on the provision of electronic services.
3. Each USER is obliged to read the TERMS AND POLICY and may print, record and multiply its content on any electronic media with a digital technique. TERMS AND POLICY are also made available to the USER when he/she first logs into the SYSTEM via the APPLICATION.

### §2

#### DEFINITIONS

**APPLICATION** – software called "AiCOACH Tracker", "AiCOACH Teams", "AiCOACH Trainer", made available to the USER by the COMPANY in the form of a dedicated native application or application launched via a web browser, intended for use on a MOBILE DEVICE, allowing in particular for access to selected information processed in the SYSTEM and to the SERVICES;

**ACCOUNT** – created by ORGANIZATION or USER, individual USER'S account in the SYSTEM, constituting a set of resources and rights assigned to a specific USER;

**CONNECTED ACCOUNT** – an ACCOUNT to which another USER may have access, upon prior invitation and acceptance by the USER who is the owner of the account;

**TERMS AND POLICY** – these regulations specifying, in particular, the terms and conditions of using the SYSTEM and the APPLICATION, including the rights and obligations of the COMPANY and USERS;

**COMPANY** – AiCOACH limited liability company with headquarters in Warsaw, at Podlesna str. No 39 / U1, 01-673 Warsaw, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, KRS 0000573694, NIP: 1182112514, REGON: 362429642, e-mail: info@aicoach.com;

**SYSTEM** – ICT solution used to collect and analyze data on the physical activity of USERS (who are natural persons), providing USERS with tools supporting training processes, individualization of training classes, supporting players and trainers. The USERS have access to the data entered into the SYSTEM in the scope corresponding to the authorizations assigned to the ACCOUNT, in the form and scope consistent with the requirements of the law in force in Poland and in accordance with the provisions on sharing and processing of personal data. Under the conditions set out in the TERMS AND POLICY, information resources collected in the SYSTEM may be made available to USERS via the APPLICATION;

**WEBSITE** – a website located at [www.aicoach.com](http://www.aicoach.com);

**ORGANIZATION** – a natural person, a legal person or an organizational unit without legal personality who has concluded a separate agreement with the COMPANY, pursuant to which the unit has implemented and uses the SYSTEM and makes selected data available to the USERS;

**MOBILE DEVICE** – device (smartphone, tablet, computer) in the possession of the USER, on which the APPLICATION, having the current version of the operating system (iOS, Android or Windows Phone), equipped with a web browser and access to the Internet may be launched or installed;

**PLAYER** – a natural person taking part in a specific sporting or training activity that uses the SYSTEM / APPLICATION;

**SERVICE** – all services related to the functioning of the SYSTEM, provided by the COMPANY to the USERS, enabling USERS to use selected SYSTEM functionalities. The range of SERVICES provided to the USER depends on the SERVICE variant chosen by the USER;

**USER** – a natural person, legal person or organizational unit without legal personality who has an ACCOUNT and uses the SYSTEM through the APPLICATION; in the case of individuals from the APPLICATION, SYSTEM and SERVICES, only persons with full legal capacity may use it; to use the APPLICATION, SYSTEM and SERVICES by persons with limited legal capacity, the consent of their statutory representative is required.

### §3

#### PROVIDING SERVICES

1. To use the SYSTEM and APPLICATION it is necessary to have an ACCOUNT.
2. A prerequisite for setting up an ACCOUNT is to read the content and accept the provisions of these TERMS AND POLICY.
3. SERVICES provided by the SYSTEM shall consist, in particular, of:
  - a) creating and managing: ORGANIZATIONS, GROUPS, USERS, events, information materials;
  - b) management of ORGANIZATION, group and event rights;
  - c) monitoring of the CONNECTED ACCOUNT'S training sessions;
  - d) preparation of summaries of remote training sessions of PLAYERS and CONNECTED ACCOUNTS;
  - e) communication between USERS within ORGANIZATIONS, groups and events;
  - f) checking attendance at events, giving reasons for the absence of USERS;
  - g) showing events in the calendar;
  - h) monitoring the physical activity of PLAYERS;
  - i) doing PLAYER' individual private sessions;
  - j) monitoring of PLAYERS remote training sessions;
  - k) preparing reports from PLAYERS training sessions;
  - l) preparing notes for PLAYERS training;
  - m) sharing photos from the PLAYERS training;
  - n) indicating in the form of warnings the exceeding of certain values of PLAYERS variables;
  - o) creating training sessions;
  - p) monitoring the physical activity of the PLAYERS in real time;
  - q) comparing the PLAYERS as part of the training session and the event;
  - r) presenting charts containing biometric variables of PLAYERS;
4. SERVICES can not be treated as healthcare services and can not replace professional medical advice. The data generated by the SYSTEM are for information purposes only and are not intended to be used for medical purposes, nor for the purpose of identifying or treating diseases, ailments or injuries or preventing them.
5. A USER (being a natural person) before using the SYSTEM / APPLICATION should consult with their physician and obtain consent to participate in programs related to the acquisition or improvement of fitness and physical fitness, training, exercises and any activities related to these activities. Participation in the aforementioned activities is always taken by the USER at his own risk and responsibility.
6. ACCOUNT is set up by the USER himself by filling in the ACCOUNT form correctly, in accordance with the rules described in this form or by using Facebook or Google+.
7. Creating an ACCOUNT:
  - a) the USER declares that he has read the contents and accepts all provisions of the TERMS AND POLICY;
  - b) the USER consents to the processing by the COMPANY of data provided by the USER and obtained from the USER during the provision of the SERVICES;
  - c) The USER agrees to receive information on the SERVICE's e-mail address related to the provision of the SERVICES as well as marketing information and advertising materials.
8. Access to information gathered in the ACCOUNT is obtained after logging into the SYSTEM / APPLICATION.
9. In order to start using the APPLICATION, you must download and install the APPLICATION on the MOBILE DEVICE. Current information about the possibility of downloading the APPLICATION can be found on the WEBSITE. The COMPANY is not obliged to share the APPLICATION in its native form, for example via online stores such as the AppStore or Google Play, and instead it may enable the use of the APPLICATION via a web browser.
10. SYSTEM / APPLICATION ensures security and confidentiality of data collected on the ACCOUNT.
11. In order to ensure the highest level of security, the access password to the ACCOUNT exists in the SYSTEM only in encrypted form. The COMPANY does not have the opportunity to know the USER access password. In order to increase the level of data security processed in the SYSTEM, the COMPANY recommends changing the password every 30 days.

12. By default, information on the ACCOUNT is stored for three years. The COMPANY has the right to remove from the ACCOUNT information stored for more than three years.
13. In order to finish work with the SYSTEM / APPLICATION, the USER is obliged to log out
14. It is not allowed to:
  - a) using the APPLICATION / SYSTEM and any information and materials made available through the APPLICATION / SYSTEM in a way that violates or threatens to violate applicable law;
  - b) providing for another USER
  - f) taking any action to the detriment of the COMPANY or third parties and aimed at hindering or disrupting the normal operation of the APPLICATION / SYSTEM;
15. The USER has the right to cancel the SERVICES, i.e. to close the ACCOUNT at any time. In order for the ACCOUNT to be closed, the USER is obliged to send via e-mail a request to close the Account by email: [info@aicoach.com](mailto:info@aicoach.com).
16. The COMPANY will verify the request to close the Account by sending an email checking to the e-mail address assigned to the USER ACCOUNT, and then within 14 business days of the correct verification, it will close the ACCOUNT. Closing the ACCOUNT is tantamount to terminating the contract for the provision of SERVICES. USERS may also stop using the APPLICATION at any time, in particular when they do not accept the changes made in the TERMS AND POLICY or modification of the APPLICATION. Discontinuation of using the APPLICATION requires its removal from the MOBILE DEVICE.
17. The COMPANY reserves the right to block or delete an ACCOUNT or to take actions in accordance with applicable law, aimed at limiting or preventing the USER from using the APPLICATION or SYSTEM in the event of a violation of the TERMS AND POLICY by the USER. The COMPANY also reserves the right to suspend the APPLICATION at any time and for any reason.
18. Services provided by the COMPANY are free.

#### **§ 4.**

##### **TECHNICAL CONDITIONS FOR THE PROVISION OF SERVICES**

1. Using the SERVICES is possible under the condition that the USER has the following infrastructure:
  - a) convenient access to the GPS signal;
  - b) connection to a cellular network or WiFi;
  - c) integrated into the MOBILE DEVICE and technically efficient: accelerometer, gyroscope, magnetometer, GPS, pedometer.
2. The SYSTEM is made using technologies that allow using it with MOBILE DEVICES with Android system from version 5.0 and types of internet connections (data network, WiFi). The COMPANY does not guarantee and is not responsible for the fact that any combination of these elements will enable the use of the APPLICATION / SYSTEM. At the same time, the COMPANY reserves the unlimited time to make changes in the APPLICATION / SYSTEM, technical data resulting from modernization and technical progress
3. APPLICATIONS can be downloaded using the online Google Play store (for Android).
4. The COMPANY ensures data security. All information stored on the ACCOUNT is protected using modern technologies in accordance with security requirements and confidentiality rules.
5. The COMPANY does not guarantee continuous availability of the SYSTEM, SERVICES and APPLICATIONS. The USER must take into account interruptions in access to the SYSTEM and SERVICES, in particular related to the necessity to introduce changes or maintenance of the SYSTEM or APPLICATION, factors independent of the COMPANY (eg. acts or omissions of third parties, force majeure) and possible interruptions in availability APPLICATIONS to download via online stores, resulting from the decision of operators of these stores. The COMPANY will endeavor to make the breaks dependent on it as short as possible and carried out during the night hours.
6. The COMPANY reserves the right to:
  - a) improve the SYSTEM / APPLICATION, including its simplification, extension, modification in accordance with the suggestions of USERS, as well as changes in its functionality, in particular in order to adapt them to the applicable provisions of law;

- b) providing updates and new versions of the SYSTEM / APPLICATION, at the same time the COMPANY reserves that installation of updates or newer versions of the APPLICATION may be necessary in order to continue to use the APPLICATION efficiently and safely;
- c) blocking any USER in case of reasonable suspicion of using the APPLICATION contrary to the provisions of the TERMS AND POLICY or a justified suspicion of unauthorized access to data; the ACCOUNT is blocked for a definite period of time, necessary to clarify the matter - after this date the COMPANY will unblock the USER or prevent the USER from providing services via the SYSTEM / APPLICATION;
- d) share data collected in the SYSTEM with authorized entities based on generally applicable law;
- e) placing information or advertising banners in parts of the APPLICATION interface selected by COMPANY;
- f) publishing system messages, including in the form of instant notifications (messages displayed on the MOBILE DEVICE, depending on its configuration) containing information about the operation of the APPLICATION or the SYSTEM;
- g) questioning USERS by means of electronic questionnaires, while filling out such surveys is voluntary;
- h) processing marketing data of those USERS who express their separate and independent consent;
- i) perform the analysis of data collected in the SYSTEM for purposes related to the nature of the SERVICES provided.

## **§5**

### **RIGHTS, OBLIGATIONS, RESPONSIBILITY OF THE COMPANY AND USERS, RULES FOR USING THE APPLICATION**

1. The USER has the right to:
  - a) use the SYSTEM / APPLICATION in accordance with its purpose, on the terms set out in the TERMS AND POLICY, in particular use the SERVICES provided by the COMPANY through the APPLICATION;
  - b) use technical assistance provided free of charge using the internal messaging system or contact form available at [www.aicoach.com](http://www.aicoach.com).
2. The USER has no right to:
  - a) to use the SYSTEM / APPLICATION for actions violating the rights of third parties, actions incompatible with applicable law or provisions of this TERMS AND POLICY;
  - b) using the internal system of sending messages to disseminate messages of the following content: advertising, commercial or marketing or unlawful, offensive, propagating violence or violating generally accepted good customs and to spread spam; systematic and repeated downloading of data from the server that could significantly destabilize the servers.
3. Within the limits in which it is permitted in accordance with generally applicable laws, the COMPANY shall not be liable for:
  - a) consequences resulting from taking over the access data of the USER (login, password) by a third party, if the takeover was due to a cause by a non-fault COMPANY;
  - b) unauthorized actions by third parties involving interference with the USER's operating system, in particular burglaries and computer viruses, if the COMPANY is not responsible for such actions;
  - c) USER's damages caused as a result of preventing access to data via the SYSTEM / APPLICATION;
  - d) any damage arising directly or indirectly in connection with the USER's physical activity, including in particular for all injuries, injuries, injuries, illness and death.
4. Subject to the provisions above, in each case the liability of the COMPANY is limited to the actual damage suffered by the USER and does not include lost profits.

## **§6**

### **COMPLAINTS**

1. The USER is entitled to file complaints about the SERVICES provided.
2. The complaint should be delivered to the COMPANY to the e-mail address [support@aicoach.com](mailto:support@aicoach.com) or sent by registered mail to the address of the COMPANY's registered office. The complaint should specify the e-mail address to which the response to the complaint should be sent. A complaint, which does not contain the data referred to above, will not be considered by the COMPANY.
3. Complaints will be considered in the order of their receipt into the COMPANY.

4. The COMPANY will consider the complaint within 30 days of its receipt.
5. Immediately after considering the complaint, the COMPANY shall provide the USER with an answer regarding the complaint.

## **§7**

### **CHANGING THE TERMS AND POLICY**

1. The COMPANY reserves the right to change the TERMS AND POLICY for important reasons. Important causes are:
  - a) introducing new or changing existing generally applicable laws, if it directly affects the content of the TERMS AND POLICY and causes the necessity to change it;
  - b) changes or emergence of new interpretations of universally applicable legal provisions as a result of court decisions or decisions of organs or public administration directly affecting the provisions of this TERMS AND POLICY and causing their necessity to change them;
  - c) changes in products and services, including adaptation to market conditions related to technical, technological and IT developments affecting the provisions of this TERMS AND POLICY;
  - d) extending or changing the functionality of existing products and services affecting the change of this RULES.
2. Every USER shall be informed in advance about the contents of the TERMS AND POLICY, by means of a message displayed after logging into the APPLICATION in a way that allows the recording and reproduction of the amended TERMS AND POLICY in the ordinary course of action. The new version of the TERMS AND POLICY binds the USER, if within 14 days from the date of the USER's receipt of information about the change of TERMS AND CONDITIONS, the USER will not resign from using the SERVICES by sending the USER's declaration of termination and resignation from the SERVICES to the COMPANY e-mail address or by post, on correspondence address of the COMPANY. The USER may also opt out of using the APPLICATION by uninstalling it.

## **§8**

### **PRIVACY POLICY**

1. The administrator of personal data within the meaning of the Act of 10 May 2018 on the protection of personal data (the "Act") is the COMPANY.
2. The COMPANY ensures that all registered USERS exercise their rights under the Act, including, in particular, the right to inspect their own data, the right to request updates and deletion of personal data, the right to oblivion as well as to raise objections in the cases specified in the Act.
3. Personal data is collected by the COMPANY in order to enable USERS to use the SYSTEM / APPLICATION. The transfer of personal data to the COMPANY is voluntary, but their absence prevents the use of the SYSTEM / APPLICATION.
4. Details regarding the personal data protection policy of the USERS used by the COMPANY can be found at the following link: [www.aicoach.com/polityka\\_prywatnosci](http://www.aicoach.com/polityka_prywatnosci).
5. This System and its contents are protected by copyright, trademark laws and other Polish, American and / or foreign laws. AiCOACH® Sp. z o.o. as well as our licensors, we reserve all rights not expressly granted under these Terms of Use.
6. AiCOACH® Sp. z o.o., AiCOACH®, AiCOACH® Tracker, AiCOACH® Teams, AiCOACH® Trainer, AiCOACH® Jacket and the AiCOACH® logo are registered trademarks (inc. no 017175175) or registered trademarks or registered utility models that belong to AiCOACH® Sp. z o.o. Except as expressly provided in these Terms of Use or except for cases where the owner of a given trademark has given his written consent, you do not have the right to use AiCOACH® Sp. z o.o. alone or in combination with other words or graphic elements - this prohibition also applies to press releases, advertisements, other promotional or marketing materials and media, written or oral materials, in electronic, visual or other forms.
7. The application collects data from sensors on AiCOACH® Sp. Servers. z o.o. based at Podlesna str. No 39 /U1, 01-673 Warsaw, Poland.
8. By installing and running this application, you voluntarily agree in accordance with the European Data Protection Regulation of 27 April 2016 (Journal of Laws UE No. 119, page 1) for the processing of your personal data in the name, pseudonym name, age, weight, height, gender, heart rate and pulse thresholds and speed, dominant hand, maximum speed, contact details, identification data, biometrics, including current heart rate, speed, acceleration, GPS position, world direction, number of steps traveled and other information on the status of the phone and data from bluetooth and ant + sensors connected to the telephone by trainers of the groups you join, coordinators and owners of the organization to which the groups and the

company AiCOACH® Sp. z o.o. as well as other entities from the capital group AiCOACH® Sp. z o.o. in order to contact you via email and channels inside the application, share your data in real time with trainers conducting your training, include in summaries and comparisons with other players, create reports on your progress and predict your results in the future, calculate indicators and variables defining the athlete's parameters.

9. Coaches, coordinators and organization owners will have access to your data for the duration of using by you your application and within 36 months of ending your use of data and / or application.
10. None of your data will be shared with other entities except those mentioned above.
11. Your consent may be revoked at any time by leaving the group or organization or deleting the account in the AiCOACH® system. In this situation, your data will be deleted or anonymized in a way that prevents your being identified. Remember - after this operation, we will not be able to restore your historical data!
12. YOU BENEFIT FROM THIS APPLICATION AT YOUR SOLE RISK AND YOU ACCEPT A FULL RESPONSIBILITY AND RISK AS TO THE LOSS OF ITS USE, INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR SERVICES. WE DO NOT ACCEPT RESPONSIBILITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXPECTED, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES ARISING IN CONTRACT, TORT, OR OTHERWISE (INCLUDING FOR NEGLIGENCE) RELATED TO OR ARISING OUT OF THE USE OF THIS SYSTEM, EVEN IF KNEW OR WE SHOULD GIVE AN OPPORTUNITY TO MAKE SUCH DAMAGES.

## **§9**

### **COPYRIGHT**

1. The COMPANY declares that the SYSTEM and APPLICATION are the property of the COMPANY, and they are protected under the provisions of law, in particular the Act of 4 February 1994 on copyright and related rights. The legal protection indicated above are primarily (but not exclusively) subject to materials and information developed by the COMPANY in the SYSTEM / APPLICATION, functional solutions, selection and layout of content presented within the SYSTEM / APPLICATION, logos, graphic elements, and trademarks.
2. The COMPANY grants to the USER a limited, revocable, non-exclusive, non-transferable and royalty-free license to use the APPLICATION for the USER's own needs.
3. The license referred to above is granted in the following fields of exploitation:
  - a) using the APPLICATION by the USER in accordance with its purpose and TERMS AND POLICY, and for this purpose, installing, launching, displaying and storing the APPLICATION in the format provided by the COMPANY;
  - b) permanent or temporary recording or reproduction of the APPLICATION, in whole or in part, in the memory of the MOBILE DEVICE, including reproduction in the temporary or operational memory of the MOBILE DEVICE to the extent necessary to use the APPLICATION.

## **§10**

### **FINAL PROVISIONS**

1. The Regulations shall enter into force on the day of its publication.
2. In matters not covered by the TERMS AND POLICY, the relevant provisions of Polish law shall apply, in particular the provisions of the Civil Code and the Act of 18 July 2002 on the provision of electronic services.
3. The competent court for considering any disputes that may arise as a result of the implementation of the provisions of these Regulations is the court competent for the registered office of the COMPANY.

Terms and policy published on November 23, 2017, the last modification: MAY 11, 2020.

## PRIVACY PROTECTION POLICY AND COOKIES POLICY

1. AiCOACH Sp z o.o. with headquarters in Warsaw, at Podlesna str. No 39 / UI, 01-673 Warsaw, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, KRS 0000573694, NIP: 1182112514, REGON: 362429642, e-mail: info@aicoach.com, (hereinafter the "Company"), undertakes to protect the privacy and personal data of its Users.
2. This Privacy Policy discusses the types of personal data that the Company collects and the manner in which it uses them, discloses and protects them in connection with the services offered by the Company.
3. The Company does not collect, use or disclose personal data without the User's consent. By using the System, you consent to the collection, use and disclosure of your personal data by the Company in accordance with the System Regulations and this Privacy Policy.
4. A User who uses the System, downloads AiCOACH Tracker mobile applications, AiCOACH Teams, AiCOACH Trainer or uses related services and tools, confirms that he has read and understood the provisions of this Privacy Policy and System Regulations.
5. In this Privacy Policy, the term "personal data" means information or pieces of information that can be used to identify the User. Such information usually includes the name, address, User name, profile photo, e-mail address, telephone number, data on Users' physical activity (eg location data, performance data) as well as other information, such as IP address, shopping habits, preferences and lifestyle information or preferences, such as hobbies and interests to customize the ads displayed.
6. In the event that some data are considered to be regarding health, the Company undertakes to maintain the highest standards related to their protection and protection against access by third parties.
7. The Company uses personal data to: provide User service, including setting up and managing User accounts, solving technical problems and providing functions; adjusting the offer and the User's experience, including advertisements, in the properties of the System or the properties of external entities' services; monitoring the activity of all and specific Users, e.g. type of activity, frequency of activities undertaken, duration, location; contact with Users, including for purposes related to the provision of services, User service, permitted marketing activities, through available communication channels, in particular e-mail and telephone; conducting research and analysis to improve the operation of available services; enforce compliance with the System Rules, including combating fraud and abuse.
8. As a rule, the Company does not transfer Users' personal data to third parties. However, it may do so if it is anonymised data (ie those that do not identify specific Users) and forward them to external entities in order to better recognize the attractiveness of advertisements and services for Users, improve the overall quality and effectiveness of services provided by the Company or listed entities, or participate in scientific research that generates a broadly understood social benefit.
9. By using the System, the Company collects cookies and tracking pixels. Cookies are small text files that store data locally on a computer, mobile phone or other device of the User. They are intended for using the System pages. First of all, they contain the name of the website of your origin, your unique number, the storage time on the end device. Pixels are small images that are part of the website code that allow another server, including measurement of page viewing, and are often used with cookies. The page code tracks if and when (and on which page) the pixel has been loaded, providing information that the user has viewed part or all of the page.
10. The Company uses cookies to increase the Users' convenience and improve the overall quality of services offered.
11. The system uses the following types of cookies:
  - a) Session cookies;
12. The User may at any time change the settings of his browser to block the use of files (cookies) or each time to obtain information about their placement in his device. Other available options can be checked in the settings of your web browser. Please note that most browsers by default are set to accept the saving of files (cookies) in the terminal device. The company informs that changes to the settings in the user's web browser may limit access to some of the functions of the System's website.

13. Some services / functionalities of the System contain social functions. Posting content using these features can make these content publicly available.
14. All data collected by the Company are protected using technical and organizational measures and security procedures in order to protect them against access by unauthorized persons or their unauthorized use. Entities affiliated with the Company and entities cooperating with the Company are obliged to manage data in accordance with the security and privacy protection requirements adopted by the Company.
15. The company informs and reminds that using the Internet, one should remember about the basic threats related to the use of services on the Internet, such as: (i) phishing, (ii) malware such as spyware, viruses (iii) unwanted e-mail or spam.
16. This Privacy Policy and cookies policy were published on November 23, 2017, the last modification: May 11, 2020.