

APP TERMS OF USE

Article 1 - Terms and Conditions jurisdiction and definitions

These Terms and Conditions of Use are governed by the laws of Switzerland and will be interpreted in accordance with the Swiss courts. The user can get on this page, for a reading comfort and understanding, a full translation in English of the Terms and Conditions of the current mobile application.

The below listed words define :

- '**Mobile application**', '**mobile app**' or '**app**' : the mobile application S2M 1D Dual Force plates and all its screens.
- '**Publisher**' : the legal or natural person responsible for editing and publishing content on the app.
- '**User**' : the person using the app.

Article 2 - Mentions imposed by Swiss trust law in the digital economy and app purpose

The app is published by Smart2Move AG.

Legal mentions concerning the publisher can be found in the app Legal Notices ; its policy regarding the gathering and use of its users data can be found in the app Privacy Policy.

The S2M 1D Dual Force plates App is working with the Smart2Move 1D Dual Force plates system. Connected in wireless with an iPad, the user will analyze the ground reaction forces of the players measured thanks to the Smart2Move Force plates.

The use of the app implies acceptance by the user of the whole current Terms and Conditions, the user thus acknowledging to have taken full knowledge and accepted the latter. This acceptance will be considered to have the same value as a handwritten signature from the user. The user recognizes the value of evidence from the publisher automatic recording systems and, unless able to provide evidence to the contrary, will not contest this evidence in the event of a complaint.

The acceptance of these Terms and Conditions implies on the part of the user that he or she does have the legal capacity necessary to do so. If the user is a minor or has not the legal capacity to enter into contracts, he or she declares having the consent of a parent or legal guardian.

Article 3 - App member account

The registered user on the app has the ability to access his or her account by logging in, using the e-mail address specified during registration and a password. The user is responsible for protecting the password he or she has chosen, and is encouraged to use complex passwords. In case of forgotten password, the user can ask for a generate a new one. This password is the guarantee of confidentiality of information contained in the user account, and the user will refrain from transmitting or communicating it to third parties. Otherwise, the publisher will not be held liable for unauthorized access to a user account. The publisher reserves the exclusive right to delete the account of any user who may have breached these Terms and Conditions, including but not limited to the following cases :- the user has knowingly provided false information during his or her registration and the creation of an account- the user has been inactive on the app for at least a year. Said deletion cannot be considered harmful to the excluded user, who can not claim any compensation for this the account deletion. This deletion does not prevent the publisher to initiate legal actions or a lawsuit against the member, should the facts warrant it. Members are free to delete their account on the app. In order to do so, the member can send an e-mail to the app publisher stating that he or she wants to delete the account. No data recovery is possible after account deletion.

Article 4 - Publisher waiver of responsibility

Failure to access the app is not considered harmful to the users, and will not result in any right to any kind of compensation. The hypertext links on the current app may refer to other apps or sites and the responsibility of the publisher of the current app can not be engaged if the content of these sites and apps contravenes the laws. The current app publisher will not be held responsible of any harm caused to the user by his or her visit on those third-party sites or apps.

Article 5 - Intellectual property rights relating to information published on the app

Unless otherwise stated, the publisher or its licensors own the intellectual property rights of the app and material on the app. Any member found guilty of counterfeiting would likely see his or her account deleted without notice or compensation, this deletion not preventing the publisher or its representative to initiate legal actions or a lawsuit against the member, should the facts warrant it.

Article 6 - Brands

Trademarks and logos appearing within the app are deposited by the publisher or possibly by one of its partners. As such, any person proceeding to their representations, reproductions, interweaving, distribution and reruns incurs to penalties.

Article 7 - Limitation of Liability

The publisher, especially in the app sales process, is bound by an obligation of means; he or she can not be held liable for damages resulting from the use of the app such as data loss, hacking, viruses, failure in service, or other. The publisher can not be held liable for breach of contract due to a force majeure event, including but not limited to disasters caused by floods or fires. The user expressly agrees to use the app at his or her own risk and under his or her sole responsibility. The app provides the user with indicative information and flaws, errors, omissions, misstatements and other ambivalences may exist. In any event the publisher will not be liable for :- any direct or indirect damage, including but not limited to lost profits, revenue shortfall, loss of customers or data that may result from the use of this app or conversely the inability to use it- any malfunction, impossibility of access, misuse, improper configuration of the user's device, or for the use by the user of an unusual or obsolete device- the advertisements content and other links or external sources the user may access through the app.

Article 8 - App Internet accessibility

The publisher cannot be liable for any technical hinderance of the connection, including but not limited to hinderance due to a force majeure event, a maintenance, an update, an intervention by the hosting company, an internal or external strike, a network outage, a power failure, or a bad setup or operation of the user device.

Article 9 - Miscellaneous

These Terms and Conditions are subject to the application of Swiss law. They may be modified at any time by the publisher or one of its representative. The Terms and Conditions applicable to the user are those in effect on the date of the connection to the app. The publisher obviously agrees to archive its older version of the Terms and Conditions, and to send them to any user who so requests.

Excepting public policy provisions, any dispute that may arise regarding the execution of these Terms and Conditions may be submitted to the discretion of the publisher with a view to a friendly settlement, before any legal proceedings. It is expressly stated that the claims for friendly settlements do not suspend nor set aside the deadlines fixed for instigating legal proceedings. Unless otherwise provided by public policy provisions, any legal proceedings regarding the execution of this contract shall be subject to the jurisdiction of the Court of Appeal that has been referred to.

Article 10 - Terms and Conditions framework

If any of these terms and conditions should be declared null and void by a court, such nullity shall not extend to any other clauses, which continue to be in effect. The present Terms and Conditions describe the entire agreement between the user and the publisher. They supersede all previous or contemporary written or oral agreements. The Terms and Conditions are not assignable, transferable or sublicensable by the user himself. A printed version of the Terms and any notice given in electronic form may be requested in judicial or administrative proceedings in connection with the terms and conditions. The parties agree that all correspondence relating to these Terms of Use, shall be in the English language.

Article 11 - Notice

Any notice concerning the Terms and Conditions, Legal Notices or Privacy Policy must be made in writing and delivered by hand, by registered or certified mail, by post or any other well-known courier service at national level

that allows regular review of its prices and conditions, or by e-mail, using the addresses mentioned in the Legal Notices of the app, stating your full name, contact details and subject of the notice.

Article 12 - Claims

Any claim or cause of action the user may have with respect to his or her use of this app, its pages or screens, services or the social network pages of the publisher, or which is the subject of these Terms and Conditions must be initiated within one (1) year after the claim or cause of action arises. If it is not, such a claim or cause of action will never be applicable before a court.

Article 13 - Inaccuracies

It is possible that there are, on the whole app and the products offered, and to a limited extent, inaccuracies or errors, or information that is at odds with the Terms and Conditions, Legal Notices or Privacy Policy. In addition, it is possible that unauthorized modifications happen to be made by third parties on this app or related services (social networks ...). We make every effort to ensure that such discrepancies be corrected. In case we miss one, please contact us using the addresses mentioned in the Legal Notices of this app, to give, if possible, a description of the error and location (URL), as well as sufficient information for us to be able to contact the user. For requests involving copyright, please refer to the section of this document related to intellectual property.

Article 14 - End User License Agreement

- the App is licensed, not sold to the user, and that he or she may use the Service only as set forth in this Agreement;
- The use of the Service may be subject to separate third party terms of service and fees,
- The App requires access to the following services on the Apple's device (iPad): Camera, internet to connect to the users account and to synchronize the data between the local account and Cloud Account Services.
- As the App is available on an iOS-based device, the user agree to and acknowledge the "Notice Regarding Apple", he or she will find below.
- The Service provides users of the Smart2Move Force plates the ability to measure and assess Ground Reaction Forces related to sporting and athletic activities via the App.
- Users may purchase the Smart2Move 1D Dual Force plates to be able to use the S2M 1D Dual Force plates App.

If the user is using or opening an account on the App on behalf of an entity, organization, or company, then he or she represent and warrant that the user: (1) is an authorized representative of that entity with the authority to bind such entity to this Agreement and (2) agree to be bound by this Agreement on behalf of such entity.

No part of the Service is directed to persons under the age of 13. If the user is under 13 years of age, please do not use or access the service at any time or in any manner. If the user is under 18 years of age, he or she represent and agree that he or she possess the legal consent of his or her parent or guardian to access and use the Service.

Payment Terms

(a) General Payment Terms The access to the App requires an annual fee. Before the user pay any fees, he or she will have an opportunity to review and accept an estimate of the fees that he or she will be charged.

1 year Software License and 1 year Support is included when purchasing the Dual Force plates. After the first year, an annual fees will have to be paid for the Software License.

Fees are in Euros, U.S. Dollars and Swiss Franc and are non-refundable.

This no refund policy applies at all times regardless of the users decision to terminate the usage, our decision to terminate the usage and any disruption caused to our Service for any reason whatsoever. Smart2Move will charge the payment method the user specify at the time of purchase or as otherwise specified by the user in his or her account information.

- If the user bought or will buy the Smart2Move force plates in 2019, he or she will have 1 year Software License and 1 year Support included when purchasing the Dual Force plates. The annual fees license will have to be paid in 2020, one year later based on the delivery date in 2019.
- If the user bought the Smart2Move force plates before 2019, he or she will have to pay the annual fees license, based on the date he or she accepted these new terms of use for the Smart2Move Force plates, one year after.
- No matter the date the user bought the Smart2Move force plates and he or she never did the last updates, the user will have to pay the annual fees license on January, 1st 2021.

(b) **Authorization.** The User authorize Smart2Move to charge all sums as described in this Agreement, for the orders that he or she make and any Service he or she select, to the payment method specified in his or her account.

(c) **Payments through Stripe.** In order to make payments to Smart2Move, the user may be required to provide his or her credit card details to Smart2Move and Stripe (payment service provider). Payment processing services by Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement").

By agreeing to this Agreement or making any payment through Stripe on the Service, the agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Smart2Move enabling payment processing services through Stripe, the User agree to provide Smart2Move accurate and complete information about him and his or her business, and he or she authorize Smart2Move to share it and transaction information related to his or her use of the payment processing services provided by Stripe.

License to the App. Subject to the users complete and ongoing compliance with all the terms and conditions set forth in this Agreement (including without limitation payment of any applicable fees and compliance with all license restrictions), Smart2Move grants the user (1) a personal, limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use one copy of the App downloaded from a legitimate marketplace (such as Apple's iTunes store), solely in object code format and solely for his or her personal use for lawful purposes, on a single compatible mobile device that he or she own or control;

and (2) permission to access and use the Service, only for his or her personal use, and solely through the use of a licensed copy of the App. The user may not reproduce, distribute, publicly display, or publicly perform the App or any part of the Service.

Except if, and solely to the extent that, such a restriction is impermissible under applicable law, the user may not (a) decompile, reverse engineer, or otherwise access or attempt to access the source code for the App, or make or attempt to make any modification to or derivative work of the App; or (b) interfere with or circumvent any feature of the App, including without limitation any security or access control mechanism. The user may not use the App or the Service for any commercial purposes (including selling any sensor metric data or derivative analysis that appear within the App) or any purpose other than a purpose for which the App and the Service are expressly designed. The term App, as used herein, includes any update or modification to the App made available to the user by Smart2Move (unless provided with separate terms). If the user is prohibited under applicable law from using the App or the Service, he or she may not use them.

Access to the App. Third Party Fees. Smart2Move does not provide the user with the equipment to use the App. He or she is responsible for all fees charged by third parties to access and use the App (e.g., charges by mobile carriers). Accordingly, the user should use care in selecting a service plan offered by his or her carrier. If his or her device is lost or stolen, the user must notify Smart2Move immediately to suspend services.

Notice Regarding Apple. If the user download software from Apple, Inc.'s App Store, his or her use of the software must at all times be in accordance with the Usage Rules set forth in the Apple, Inc. App Store Terms of Service, and the user acknowledge that this Agreement is between he or she and Smart2Move only, not with Apple. Apple is not responsible for the Service and the content thereof. This Agreement is not intended to provide for usage rules for software that are less restrictive than the Usage Rules set forth for "Licensed Applications" in, or that otherwise conflict with, the App Store Terms of Service. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service. In the event of any failure of the Service to conform to any applicable warranty, then the user may notify Apple and Apple will refund any applicable purchase price for the App to the user; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Service. Apple is not responsible for addressing any claims by the user or any third party relating to the Service or his or her possession and/or use of the Service, including, but not limited to: (1) product liability claims; (2) maintenance and support; (3) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (4) claims arising under consumer protection or similar legislation. Apple is not

responsible for the investigation, defense, settlement and discharge of any third party claim that the Service and/or his or her possession and use of the App infringe that third party's intellectual property rights. The user agree to comply with any applicable third party terms, when using the Service. Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and upon his or her acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against the user as a third party beneficiary of this Agreement. The user hereby represent and warrant that (1) the user is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) the user is not listed on any U.S. Government list of prohibited or restricted parties.

Portal and Website Terms.

License Grant to the User. The Portal and Website are licensed, not sold to the user, for use only under the terms of this Agreement. Subject to users complete and ongoing compliance with the terms and conditions of this Agreement, Smart2Move hereby grants the user a personal, limited, revocable, non-transferable license to access and use the Portal and Website solely for his or her own use or for the use of the organization on whose behalf the user is authorized to act.

License Grant to Academy, University, Federation, Coaches etc. A multi-account option is available with one pair of force plates. The user will find more information about conditions and pricing in our price list. Please contact us at contact@smart2move.com to learn more about this option.

License Limitations. The user may not directly rent, lease, lend, sell, redistribute or sublicense the Portal and Website or any content that appears within the Portal and Website. The user may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of any portion of the Portal and Website, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law), nor attempt to disable or circumvent any security or other technological measure designed to protect the Portal and Website or any content available through the Portal and Website. If the user breach these license restrictions, or otherwise exceed the scope of the licenses granted in the Agreement, then the user may be subject to prosecution and damages, as well as liability for infringement of intellectual property rights, and denial of access to the Portal and Website.

Applicability to Updates. The terms of the Agreement will govern any updates provided to the user by Smart2Move that replace and/or supplement the Portal and Website, unless such upgrade is accompanied by a separate license or revised Agreement, in which case the terms of that license or revised Agreement will govern.

User Content. User Content Generally. Certain features of the Service may permit users to post content, including messages, reviews, photos, video, images, folders, data (including data collected by the force plates), text, and to publish User Content on the Service. The user retain copyright and any other proprietary rights that he or she may hold in the User Content that he or she post to the Service.

Limited License Grant to Smart2Move. By posting or publishing User Content, the user grant Smart2Move a worldwide, non-exclusive, royalty-free right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify, and distribute his or her User Content, in whole or in part, in any media formats and through any media channels (now known or hereafter developed). Any such use of his or her User Content by Smart2Move may be without any compensation paid to the user.

Limited License Grant to Other Users. By posting and sharing User Content with another user of the Service, the user hereby grant that user a non-exclusive license to access and use such User Content as permitted by this Agreement and the functionality of the Service.

Video material or pictures uploaded/published by the user is owned by the user. Shared material is owned by the one responsible for the original publication. User is responsible for not publishing material that might violate any copyrights, intellectual rights or privacy rights. When sharing material via Online or other social media the user is responsible for whom might have access to the shared material.

Backup data

All data are saved locally on the user's iPad. It is possible to backup the content by connecting the iPad to iTunes but it will also be possible to make backups of the contents of the S2M 1D Dual Force plates application by connecting to the services of the Smart2Move Cloud, to save its data (not automatic, this would be a parameter chosen / configured by the user and dependent on the Smart2Move Cloud services).

If the user has not made a backup to their iTunes account or the Smart2Move Cloud by configuring their profile, all their data will be lost because they are only saved locally on the iPad. Be careful not to delete the application!

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