

## **THE FIT SWEDEN AB - TERMS & CONDITIONS**

**Last revised: 21 December 2020**

These terms and conditions (the "**Terms**") are an agreement between The Fit Sweden AB (reg. no. 559071-5289) as well as its subsidiaries and affiliates ("**The Fit**") and the user of the Service (as defined below) (the "**User**" or "**You**"). These Terms govern your access to or use of the Service. Please read the following information carefully before using the Service provided by The Fit.

### **1. Acceptance of the Terms and changes**

- 1.1 By accessing or using the Service, you acknowledge that you have read, understood, and agree to these Terms and to follow all applicable laws and regulations. If you do not agree with the Terms, do not use the Service.
- 1.2 The Fit reserves the right to modify these Terms at any time in its sole discretion, and will notify you of any changes by electronic mail or by posting of the updated Terms on the website. Your continued use of the Service after notification of any changes in Terms constitutes your agreement to the updated Terms.

### **2. The Service**

- 2.1 The Fit offers a smartphone application that enables the User to digitally extract their body data for a range of activities. The User takes two pictures according to instructions in the application to create a personal body ID which can be used for style- and size recommendations ("**Service**").

### **3. User's obligations**

- 3.1 As a User, You agree to comply with the following:
  - (A) You will use the Service only for purposes that are permitted by:
    - (i) the Terms; and
    - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
  - (B) When you use the Service, you may have the option, or be required, to register for an account. When you create an account, you agree to provide accurate, up to date information as required for the account registration;
  - (C) You are at least 13 years of age. If you are not old enough to have authority to agree to our Terms, your parent or a guardian must agree to our Terms on your behalf;
  - (D) any use of the Service by any other person, or third parties, is strictly prohibited. You agree to immediately notify The Fit of any unauthorized use or any breach of security of which you have become aware;

- (E) You will not use the Service for any illegal and/or unauthorized use;
- (F) You acknowledge and agree that any automated use of the Service is prohibited;
- (G) You will not decompile, reverse engineer, modify or disassemble any of the software aspect of the materials except and only to the extent permitted by applicable law.

3.2 If you do not comply with this Section 3, You are not entitled to use the Service and must exit the Service.

#### **4. Technical requirements**

4.1 The User needs to have access to an internet connection and a smartphone. The Service can be used with an average internet connection and may require the installation of special software.

4.2 Failure to comply with these criteria may result in extra sessions due to lack of quality in the technical performance of the Service.

#### **5. Privacy and personal data**

5.1 Personal data received by The Fit as part of providing the Service is processed in compliance with applicable laws and The Fit's Privacy Policy as updated from time to time. The most recent version of the Privacy Policy is always available on The Fit's website.

5.2 When registering to use the Service You consent to the processing of the personal data set out in the Privacy Policy.

#### **6. Limitation of Liability**

6.1 You expressly understand and agree that The Fit, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by You, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

6.2 In no event shall The Fit's total liability arising out of or in connection with the Service or these Terms, however arising, including under contract, tort, under statute or otherwise, will not exceed SEK 2,000.

#### **7. Disclaimer of warranties**

7.1 Although The Fit's intention is to provide the best possible service, The Fit cannot guarantee the availability of the Service or the reliability or accuracy of the information that is presented through the Service. The Fit cannot be held accountable if the Service is down or if any information or functionality does not work as expected.

7.2 The Fit makes no warranty that (i) the Service will meet your requirements, (ii) the Service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be

obtained from the use of the Service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, or (v) any errors in the technology will be corrected.

- 7.3 Your use of the Service is at your sole risk. The Service is provided on an “as is” and “as available” basis. The Fit expressly disclaim all warranties of any kind as to the service and all information included in or accessible from the Service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

## **8. Indemnification**

You agree to protect and fully compensate The Fit and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney’s fees) caused by or arising from your use of the Service, your violation of these Terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

## **9. Intellectual property**

- 9.1 These Terms do not transfer any intellectual property from The Fit to You, and all rights, titles and interest in and to such property will remain solely with The Fit. The Fit Sweden AB, [www.thefit.se](http://www.thefit.se), the logo, and all other trademarks, service marks, graphics and logos used in connection with the Service are trademarks or registered trademarks of The Fit.
- 9.2 A User’s use of the Service does not grant him or her any right or license to reproduce or otherwise use any of The Fit or third-party trademarks.

## **10. Force Majeure**

You expressly release The Fit from any delay or failure of performance if and to the extent caused by a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming force majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, and other like events, despite such party’s reasonable efforts to prevent, avoid, delay or mitigate the effects of such acts, events or occurrences, and which events are not attributable to the party’s failure to perform its obligations under these Terms.

## **11. Miscellaneous**

- 11.1 If for any reason a court of competent jurisdiction finds any provision of these Terms, or any portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible and the remainder of these Terms will continue in full force and effect.
- 11.2 For questions regarding these Terms or the Service, please contact us by e-mail at [info@thefit.se](mailto:info@thefit.se). Please do not include personal or financial account information when contacting us by email.

## **12. Governing law and dispute resolution**

- 12.1 The Terms and the relationship between You and The Fit shall be governed by and construed in accordance with the laws of Sweden, without giving effect to conflict of law principles.
- 12.2 Any dispute, controversy or claim arising out of, or in connection with, this Service or a breach, termination or invalidity of these GTC shall be referred to national court or the National Board for Consumer Disputes (Allmänna reklamationsnämnden, Box 174, 101 23 Stockholm, Sweden, [www.arn.se](http://www.arn.se)).