

# **General Terms and Conditions for the Products and Services offered by LUDMO**

We, the team of LUDMO SA, Mikołowska 51, 40-065 Katowice, Poland (“LUDMO / Ludius Motus”) are pleased to see you being interested in our products and we are confident that our Apps and the LUDMO platform are designed to your needs.

To use our products, we have to clarify certain things with you. For example, the rights and responsibilities we owe each other, how long various periods last and many more details. One of them is a privacy policy.

Since it is not possible for us, for technical reasons and due to limited personnel resources, to negotiate the terms of use with each individual who wishes to use the LUDMO products, we have drafted the following general terms and conditions (“T&C”).

Please read the following T&C carefully before you make use of our services. These are our relevant general terms and conditions regarding our apps and our website, and its services, functions, content and applications.

**LUDMO SA,  
Mikołowska 51,  
40-065 Katowice,  
Poland**

## **1. INTRODUCTION**

1.1 LUDMO operates an interactive online platform and mobile apps aiming to connect, and create new opportunities for, people who are, interested in sport, sport analytics and capturing the player movements.

1.2 In order to be able to use the complete spectrum of LUDMO products and services, a one-time registration is required (see Section 4, below). However, certain content, including general descriptions of LUDMO can be viewed without registration.

1.3 LUDMO’s goal is to offer amateurs, semi pros, and also professional players a low cost tool analyzing the user movement and making the related statistics data available.

1.4 Your health is very important to us. ALWAYS consult your doctor about your athletic behavior. LUDMO neither substitutes your doctor, nor is LUDMO responsible for your behavior. The contents of the LUDMO.com platform or Apps from LUDMO SA, regardless whether they are provided by LUDMO, its partners or users, are not meant to supplement, let alone replace, the information provided by doctors or pharmacies. By accepting these T&C, you confirm that you are solely responsible for your health.

## **2. VALIDITY OF THE T&C**

2.1 offers the interactive LUDMO.com platform and LUDMO mobile apps on the basis of these T&C. By registering, the user accepts the validity of these T&C and any agreements incorporated therein by reference.

2.2 Neither the registration nor the use of the complete spectrum of products and services shall be possible without explicit consent to these T&C.

2.3 These T&C shall apply to all points of access, including (sub-)domains and mobile applications, for LUDMO products and services. In particular, the LUDMO online offering will be accessible via the following domains: LUDMO.com.

2.4 These T&C shall be valid until cancelled in the currently valid version as of 01 Apr., 2019.

2.5 Solely the Polish version of these T&C is binding.

## **3. SUBJECT OF THE AGREEMENT**

Currently, LUDMO essentially offers, or soon will offer, its users the following applications and information in several languages:

3.1 LUDMO.com platform:

3.1.1 Personal profile page (label: my profile), including personal details

3.1.2 Sports diary, including a clear overview of sports activities

3.1.3 Statistics, analysis and comparisons concerning your sports activities

3.1.4 Your team statistics and comparisons with other users within your group

3.1.5 Anonymous rankings and comparisons with other users in the same age group

3.1.6 Messaging system, in order to exchange personal messages

3.1.7 Training plans and records, as added by users, and presented and administered by LUDMO, respectively

3.1.8 News regarding LUDMO in short form

3.1.9 Mobile Fitness & Health Apps

3.1.10 Content, e.g. texts, pictures and videos, regarding sports, health and nutrition will be presented by LUDMO and professional third parties (sports coaches, trainers, ...)

3.1.11 Status Messages

3.1.12 Blog: Presentation of company information, products and news in long form

### 3.1.13 Other Content:

- About us: Short description of LUDMO
- Company offerings: Offers of LUDMO addressed to companies
- Partners: Presentation of partners and supporters of LUDMO
- Advertising by LUDMO and/or third parties
- Support for users
- T&C

### 3.2 Mobile applications; LUDMO Mobile

3.2.1 LUDMO offers applications for Android phones.

3.2.2 These applications can be used both isolated on the smartphone as well as in connection with the LUDMO.com platform.

3.2.3 Subject to the user's consent, relevant data is transmitted from the smartphone to the LUDMO.com platform and shared with other social networks (e.g., Facebook), respectively.

3.2.4 The user hereby confirms the user's knowledge that as a result of the transmission of data from the smartphone to the LUDMO.com platform, certain costs of the mobile carrier will be incurred that have to be borne by the user.

3.2.5 The mobile applications are only available to users of smartphones. Only the basic functionality of the mobile applications is available for free.

3.2.6 Additional terms and conditions on the part of the mobile phone-providers apply.

### 3.3 Other Services of LUDMO

3.3.1 LUDMO will send newsletters to registered users. By accepting these T&C, the user allows LUDMO to send newsletters. The user can opt out of receiving a newsletter each time such newsletter is received. Upon opting out, the user will not receive any further newsletters from LUDMO.

## 4. REGISTRATION

4.1 In order to be able to use the LUDMO.com platform, a one-time, free registration is required. LUDMO offers users three options of registering on the LUDMO.com platform:

4.1.1 a "Free Membership" – Started 14 days free, where only basic options and features are made available to users for the short period of time. This option is limited to use for up to 10 users.

4.1.2 a "Professional Plan", where all GPS based statistics are available. The plan covers a team of up to 25 players. The payments follow on Monthly basis.

4.1.3 a "Premium Plan ", offering a full range of analytical tools supported by the GPS and accelerometer data. The plan covers 25 users within one team. The payments follow on Monthly basis.

4.2 Only persons legally capable to enter into agreements on their own behalf shall be permitted to register with LUDMO. Minors may only register with LUDMO subject to the explicit consent of their parents or legal guardians. A scanned copy of such written consent shall be sent by email to info@ LUDMO.com.

4.3 By registering, the user confirms its knowledge and the unlimited recognition of the content of these T&C.

4.4 Each user shall register with LUDMO once only, and confirms with its registration that it has not registered an account with LUDMO before and has not deleted a previously activated user account.

4.5 Subject at all times to Section 13 hereof, a user can register in one of two ways:

4.5.1 Registration by use of the registration form provided on the LUDMO.com platform:

For purposes of registration, the user shall provide the details requested by the registration form, e.g., first name, last name, date of birth, completely and correctly, unless such details are marked as voluntary. Registration is only possible by using the user's civil name, i.e., the use of phantasy names or pseudonyms is not possible.

4.7 If the registration process is not completed, e.g., as a result of missing personal details or the lack of consent to these T&C, LUDMO will delete the corresponding account within a period of seven days.

4.8 LUDMO reserves the right to reject users without giving reasons. In this event, any transmitted details will be deleted promptly.

4.9 LUDMO is not responsible for the actual identity of the user, since personal identification via the internet is possible only to a limited extent. Each user shall itself confirm the identity of other users prior to entering into any form of interaction with such users, e.g., adding as a friend or by writing messages.

## **5. GENERAL TERMS AND CONDITIONS FOR ALL USERS**

5.1 Fraud protection.

5.1.1 You must protect your account from unauthorized and fraudulent use. Please notify us immediately by email at info@ LUDMO.com of any unauthorized or fraudulent use of your account, or if you suspect that your account may be at risk.

5.1.2 LUDMO will not refund any amounts paid by you to LUDMO.com before you report an unauthorized or fraudulent use of your account.

5.1.3 LUDMO.com has the right to close or cancel the account of any registered user in the event of any unauthorized or fraudulent use of the account.

5.2 Promotions and Free Offers. LUDMO.com may run promotions and free offers, which may be subject to additional terms or restrictions. These promotions and offers may not be transferred between users.

## **6. SPECIAL TERMS AND CONDITIONS FOR BASIC & PREMIUM MEMBERS**

6.1 Subscription Requirement. In order to use the LUDMO Premium Service for Premium Members, you must (i) be a registered user of the LUDMO.com platform, and (ii) pay the stipulated price, including applicable VAT, if any, and any other fees or amounts associated with the Premium Services, by credit card or any other form of payment accepted by LUDMO (the “Subscription”). If you are not a registered user of the LUDMO.com platform, you must register before you can execute the Subscription. Details about the applicable fees for the Premium Membership are set forth on <https://ludmo.com/payments/>.

6.2 Types and Prices of Subscriptions. LUDMO.com offers different Subscription periods so that you can choose the one that best satisfies your needs. The different Subscription types and applicable prices are available for viewing here <https://ludmo.com/trainer/>. All prices are subject to change at LUDMO discretion at any time. Any price changes will be announced on the LUDMO.com platform.

6.3 Payment.

6.3.1 Payment is made in advance for each subscription period. In other words, you can select the subscription period that best satisfies your needs to access the Premium Services. Once you signed up and paid for the Subscription, the selected validity period will be associated with your account.

6.3.2 Payments for the entire term of your Premium Membership shall be due immediately upon invoicing. Payment can be made using different online payment systems (Paypal, Credit Card, ). If LUDMO is unable to collect any fees from an account designated by the user due to lack of funds, the user shall bear all costs arising therefrom, including bank charges related to any debit entries or similar charges. LUDMO may deliver invoices and payment reminders to the user by email.

6.4 Automatic Renewal. When your Subscription period expires, your credit card will be charged automatically with the standard subscription price which was valid at the arrangement, i.e., special offer prices do not apply in this case, and your Subscription will be renewed for the same period of time unless you cancel your Subscription, at least prior to the expiration of your current Subscription.

6.5 Cancellation. You may cancel your Subscription to LUDMO Premium Service for Premium Members at any time by initiating the cancellation on the LUDMO.com platform. Unless otherwise provided for in Section 8, LUDMO will not refund previously paid amounts.

6.6 Expiration. Subject to Section 6.4, for lack of a user’s cancellation of such user’s Subscription, each Subscription period ends only upon expiration of the agreed-upon time period, and regardless of the user’s actual use of the LUDMO Premium Service for Premium Members during such period. Each user can check the length of the current Subscription period by viewing such user’s account information.

6.7 Application of Other Rules. Unless otherwise specified in this Section 6, all other provisions of these General Term and Conditions apply also to the Basic & Premium Members who decided to accept the extended part of paid services.

## **7. SPECIAL CONDITIONS FOR TRAINING PLAN-USERS**

### *7.1 Available soon*

## **8. TERMINATION**

8.1 Each user shall have the right to terminate the use of LUDMO online platform at any time via its account settings („My Profile“). LUDMO shall confirm such termination vis-a-vis the user.

8.2 Additionally, LUDMO reserves the right to terminate a user's membership for important reasons, such as due to gross breaches of the user's obligations.

8.3 As a result of any termination pursuant to this Section 8 or cancellation pursuant to Section 9 hereof,

8.3.1 all personal details provided by the user upon registration shall be deactivated. Any details made public by the user, e.g., routes, notes on other users' walls, will be (i) anonymized, i.e., it will be made clear that such details were provided by a deleted user, or (ii) deleted, in the event of cancellation.

8.3.2 upon the user's request, all saved personal details shall be irrevocably deleted. The user shall request such deletion by email sent to [info@LUDMO.com](mailto:info@LUDMO.com), which shall include the email address provided to LUDMO upon registration.

## **9. SPECIAL CANCELLATION RIGHT FOR CONSUMERS**

9.1 Application of Consumer Laws. If you as a User are registered on the LUDMO.com platform for a purpose that is not related to either your commercial or professional freelance activity, or any other professional purposes, will fall under the rules of consumer protection in line with the Polish regulations.

9.2 Right of Withdrawal from Contract. You may cancel your agreement with LUDMO in writing, e.g., by letter, fax or email, within 14 days from the later of the date (i) on which the agreement was entered into and (ii) of receipt of any physical products you may have ordered, in each case without stating any reasons. You can cancel the agreement by sending your notification to:

**LUDMO SA,**

**Mikolowska 51,**

**40-065 Katowice,**

**Poland**

**Email: [info@LUDMO.com](mailto:info@LUDMO.com)**

9.3 Consequences of Cancellation. In the event of cancellation, any benefits received by one party from the other must be returned, and any economic advantages gained must be repaid. If you are not able to return the services rendered to LUDMO in full or in part, you are obligated to reimburse LUDMO for the value lost. This may mean that you are required to fulfill your payment obligations until cancellation has become effective. Obligations to reimburse costs must be fulfilled within 30 days. For you, this period begins when you send your contract termination, for us when we receive it.

## **10. USER OBLIGATIONS AND CONDUCT**

10.1 Each user of the LUDMO.com platform must

10.1.1 truthfully provide, and keep current and complete, its registration details, and must not pass on such details to third parties;

10.1.2 only save, publish, transmit and distribute such content, e.g., photos, pictures, text, representations or videos, if the user is authorized to pass on such content, i.e., (i) if the user has the exclusive right to use such content or, (ii) in the event that the user is not the owner of such rights with respect to content provided by it, if the user guarantees to LUDMO that all required rights, licenses, permits etc. have been validly obtained. This shall also apply to content subject to intellectual property rights, such as trade names and trademarks. The user shall be exclusively responsible for such content;

10.1.3 not save, publish, transmit or distribute any content that is racist, insulting, discriminating, denouncing, sexual, glorifies violence or is otherwise illegal;

10.1.4 not to send chain letters or messages to more than one recipient at any one time, i.e., the user must not send mass emails or spam;

10.1.5 not carry out any disrupting interferences in the LUDMO network by use of technical or electronic aids, such as hacking attempts, brute force-attacks, planting of viruses/worms/trojans and other disrupting attempts regarding LUDMO software or hardware;

10.1.6 not copy, distribute, transmit or collect by use of technical aids, e.g., by crawlers or bots, accessible details without the consent of the respective owner;

10.1.7 provide prompt notice via email to info@LUDMO.com of any detected breaches of the aforementioned obligations;

10.1.8 diligently care for the personal details and only allow such persons access to its own details that are close to the user; and

10.1.9 regularly save important personal details externally, e.g., on an external storage medium, hard drive or in the cloud. LUDMO shall not be responsible for any lost or impaired details.

## **11. BREACH OF USER OBLIGATIONS**

11.1 In order to ensure the proper and reliable provision of services, LUDMO imposes the following sanctions upon breach obligations by a user:

- warning;
- deletion of content;
- temporary deactivation of user account; and
- cancellation (irrevocable deactivation).

11.2 The type of sanction shall depend on the purpose, impact and type of the breach in light of LUDMO and the user's interests.

11.3 In the event a user account shall be cancelled in accordance with this Section 11, the respective user shall not be permitted to register again.

## **12. CONTENT**

12.1 LUDMO permits its registered users to use the offered portfolio of products and services in accordance with statutory law and these T&C, in order to upload, save, publish, distribute, transmit and share content with other users.

12.2 The user consents that as a result of the automatic evaluation of the way such user uses the platform, it may be exposed to certain offers and/or marketing messages tailored to such user.

12.3 The user consents that marketing measures may also be taken in the proximity of content created by such user.

12.4 LUDMO shall have the right to save content or disclose such content to third parties, to the extent this is required by law, or legally permissible and reasonably necessary, in order to

12.4.1 comply with statutory law, or court or administrative orders

12.4.2 ensure compliance with these T&C;

12.4.3 react to claims of breaches of law raised by third parties; or

12.4.4 safeguard the rights, property or personal safety of LUDMO, its users and the general public.

12.5 The user grants LUDMO the irrevocable, free, non-exclusive and unlimited right to use all content generated, transmitted, saved and published by such user. Accordingly, LUDMO shall have the right to use, irrespective of the type of usage, all content both as part of the LUDMO platform and any other activity of LUDMO or any company affiliated with LUDMO. This shall include the right to change and edit such content, unless such changes or edits impair material interests of the user. In this connection, the user waives, to the extent legally permissible, all intellectual property rights. However, to the extent feasible, in the event that LUDMO uses content created by a user outside the LUDMO platform, LUDMO shall note that such content was created by the user.

12.6 LUDMO does not claim ownership of any content created by users and will not supervise such content.

12.7 LUDMO reserves the right to delete content created by users, such as routes, events or comments without giving reasons. In this event, the user shall be notified and, in the event of a breach of these T&C, may be sanctioned in accordance with Section 11.

12.8 LUDMO shall not be responsible for inaccurate content created by users, e.g., details regarding routes or events etc..

### **13. PRIVACY POLICY**

Please see the separate Privacy Policy available on <https://ludmo.com/privacy-policy/>.

### **14. REPRESENTATIONS AND WARRANTIES**

14.1 LUDMO does not represent or warrant that the LUDMO.com platform will be available at all times, or that it and the necessary hardware and software will be completely free from errors.

14.2 LUDMO does not represent or warrant that the transmission of data via other systems, in particular the internet and telecommunication networks, is not tracked, recorded or distorted by third parties.

14.3 The user uses the LUDMO offering exclusively at its own risk. This applies, without limitation, to

14.3.1 the related use of any hardware, including, but not limited to, the respective smartphone, chest straps, and smartphone dongles;

14.3.2 downloading of the user's own and third party content; and

14.3.3 any use by the user of data created or provided by LUDMO, including, but not limited to recommendations for actions, The user explicitly acknowledges that any such data or content may contain errors, and LUDMO does not, to the extent permitted by law, assume any responsibility for the correctness of such data.

14.4 The use of any software or hardware offered by LUDMO is no substitute for the consultation by the user of a specialized doctor.

14.5 Additionally, LUDMO does not make any representations or warranties with respect to external links, banners or other information and marketing offers that may be made accessible to the user. Any contractual arrangements entered into between the user and a third party provider, e.g., via linked websites or banners, result in a contractual relationship between such user and the third party provider only. LUDMO does not make any representations or warranties with respect to products or services of third party providers.

### **15. LIMITATION OF LIABILITY**

15.1 LUDMO shall be liable as currently provided by law, regardless of the statutory basis of such liability (precontractual, contractual, tort) only if LUDMO has caused a certain damage

willfully or with gross negligence. In the event of slight negligence, LUDMO shall not be liable to other businesses and shall be liable to consumers only for personal damages. LUDMO shall not be liable to businesses for follow-on damages, mere pecuniary losses, lost profits or damages resulting from claims of third parties.

15.2 Unless required by statutory law, neither LUDMO nor any of its business affiliates shall be liable for damages resulting from the use of content made accessible through the use of the online platform or other forms of use of the online platform or mobile apps. This also applies to damages resulting from errors, problems, viruses or loss of data.

15.3 LUDMO.com assumes no liability for downloaded material or material obtained as a consequence of using the LUDMO.com platform. The Registered User is solely responsible for any damages caused by such materials to his computer system or for information that is lost as a consequence of downloading materials from the LUDMO.com platform.

15.4 The Registered User is exclusively liable for any claims of lawsuits of any kind in any way derived from or related to conflicts with other users. The Registered User acknowledges and accepts that LUDMO.com will not, under any circumstances, be liable for the acts and omissions of other users, including the damages associated with such acts or omissions.

## **16. INDEMNIFICATION BY USERS**

16.2 The user shall indemnify LUDMO for all claims raised by third parties as a result of an infringement of their rights by the user in connection with content uploaded to the LUDMO.com platform by such user or as a result of any other usage by such user of applications available from LUDMO. The user shall bear the costs of any legal proceedings, in which LUDMO may be involved in connection with such claims, including all court costs and attorney's fees to the extent permitted by law, unless the user was not at fault in causing such infringement.

16.3 In the event that a claim is brought by a third party, the user shall promptly, truthfully and completely make available to LUDMO all information available to such user that may be necessary to verify such claim and defend against it. Any additional claims for damages that LUDMO may be entitled to bring against the user shall not be affected.

## **17. CHANGES TO THE T&C**

17.1 LUDMO reserves the right to amend these T&C from time to time for a number of reasons including, without limitation, for commercial reasons, to comply with applicable law or regulations, or for customer service-reasons. At any time, the then-current version of these T&C is available for viewing on the LUDMO.com platform.

17.2 Changes to these T&C, other than changes to Section 3 require the consent of the respective user, to whom the changed T&C shall apply. If LUDMO intends to implement such changes to these T&C, LUDMO will give the user as much prior notice of such changes as possible. Such notice shall be made (i) via email to the email address the user previously supplied, (ii) on the relevant pages of the LUDMO.com platform, or (iii) on any other device through which the user accesses the LUDMO services. We may invite the user to accept the new T&C by clicking "yes" or "I accept", checking a "tick box" or any other similar method of confirmation. Any such modifications will take effect within thirty days of publication.

17.3 In the event that the user does not consent to the changed T&C, it shall not be permitted to any further use of the LUDMO.com platform.

17.4 Following amendment of the T&C, the continued use of LUDMO offering following the notification or, as the case may be, expiration of such thirty days-period, by any registered user shall be deemed user's consent to the amended T&C.

17.5 Subject to Sections 17.1 to 17.4, any changes to these T&C must be made in writing. No ancillary oral arrangements exist.

## **18. MISCELLANEOUS**

18.1 In the event that individual provisions of these T&C shall be or become invalid, all other terms and conditions shall remain in full force and effect.

18.2 Governing Law and Jurisdiction.

18.2.1 These T&C and all contractual relations and litigation between the users and LUDMO shall be governed by Polish law, excluding the conflict of law-provisions of the United Nations Convention on Contracts for the International Sale of Goods.

18.2.2 Place of delivery and exclusive court of jurisdiction shall be Katowice, Poland.

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