

CONDITIONS OF USE OF MOBILE AND OTHER APPLICATIONS OF MYLAPS

The mobile apps and web services that you have downloaded or used are offered to you by MYLAPS and its partners, suppliers or other affiliates, if any (referred to below as “MYLAPS” or “we”). Our details can be found in Article 9 of these Conditions of Use.

MYLAPS’s mobile apps and web services (the “Apps”) are intended to be used to keep records of your training and competition results, to live-track your speed and split times, to keep track of your current location and to share your current position in a competition and split times with other persons (live tracking). Some parts of the Apps must be used in combination with other MYLAPS products. The use of those products in combination with the Apps is also governed by MYLAPS’s general conditions (the “General Conditions”), a copy of which was presented to you and accepted by you on the purchase of the product in question.

These Conditions of Use, in combination with our privacy policy, govern the use of our Apps and related services (the “Services”). By opening an account and using our Apps, you acknowledge that you have read and understood and accept these Conditions of Use. If you do not accept these Conditions of Use, you cannot use our Apps or related services.

Article 1. Applicability

- 1.1 These Conditions of Use govern every use of the Apps and the Services available on them.
- 1.2 By opening an account at MYLAPS (the “Account”) and by using the Apps and the Services, in any manner, you as a user of the Apps (the “User” or “you”) accept the applicability of these Conditions of Use, the privacy policy and MYLAPS’s other applicable conditions and regulations. These Conditions of Use continue to apply also if MYLAPS at any time blocks an Account. The applicability of any general conditions of the User is expressly excluded.
- 1.3 MYLAPS may amend these Conditions of Use. If you do not accept the amendments, you may terminate the use of the Apps and the purchase of the Services by closing your Account and removing the Apps from your mobile device.
- 1.4 If third-party services are offered via the Apps, those services are governed by the general conditions, privacy policies and cookie policies of the third parties in question. MYLAPS cannot be held liable for the services of third parties and the general conditions, privacy policies and cookie policies by which they are governed. If you decide to use third-party apps or services, that is entirely for your own account and risk.

Article 2. Privacy

- 2.1 MYLAPS prioritizes safeguarding your privacy. MYLAPS has drawn up a privacy policy to inform the Users about the manner in which MYLAPS collect and processes information. MYLAPS recommends that you review that privacy policy and use it to make informed decisions on the sharing of information, files, photographs, visual material, data and other materials via the Apps.

Article 3. Use

- 3.1 The use of the Apps, the Services and the information, files and data published on them is entirely at your own risk.
- 3.2 To make use of the Apps you must open an Account of your own via the Apps. A User may open only one Account. An Account can be registered only using a valid personal email address or a Facebook account.
- 3.3 To make use of the Apps you yourself must arrange at your own expense for the device, software and Internet connection required for that purpose.
- 3.4 A User below the age of 18 requires his or her parents’ or guardians’ permission to use the App or the Services. By opening an Account you warrant that you are at least 18 years old or that you have your parents’ or guardians’ express permission to use the Apps or Services.
- 3.5 The User warrants towards MYLAPS that the information with which he or she provides MYLAPS is complete, truthful and correct. If data change, you must immediately pass on the amended data to MYLAPS via the Apps.
- 3.6 An Account is strictly personal. You may not open an account in the name of another person, unless that other person has expressly given you permission to do so.
- 3.7 You yourself are responsible for keeping the password of the Account secret. You warrant that you will not give any other person access to the Apps using your personal Account. If you

become aware that your username or password has been lost or stolen, or if you believe that third parties have gained unauthorised access to your Account, you must immediately inform MYLAPS accordingly and change your password as soon as possible.

- 3.8 You warrant when using the Apps or the Services that:
- a. you are authorised to use the Apps;
 - b. you will at all times comply with the obligations under these Conditions of Use and with all the legislation and regulations governing the use of the Apps;
 - c. you will use the Apps in accordance with their intended purpose; and
 - d. when you provide information, data, pictures, video/sound fragments or other content (the “**Content**”) via the Apps, that Content will in no way be of an illegal or offensive (including sexist, pornographic, racist, discriminatory, intimidating, threatening and insulting) nature, will not conflict with applicable legislation or regulations and will not violate public order or decency or the privacy of third parties. You furthermore warrant that the Content will not infringe any rights of MYLAPS or third parties, including copyrights, portrait rights, neighbouring rights, trademark rights or any other intellectual property rights. You indemnify MYLAPS against possible claims of third parties based on the placement of Content.
- 3.9 MYLAPS may remove Content at its discretion.
- 3.10 If you publish Content via the Apps in MYLAPS’s digital environment, you accept that that information and those files, data and materials may be used, stored or copied by MYLAPS in a manner and for the purposes described in MYLAPS’s privacy policy. You also agree that the provision of Services requires that third parties have access to certain information, as described in MYLAPS’s privacy policy.
- 3.11 By providing Content that is protected by intellectual property rights, via your Account or otherwise, you automatically grant MYLAPS a non-exclusive, worldwide, unlimited, sub-licensable and royalty-free right to copy, publish, remove, keep, multiply, analyse or otherwise use and communicate that information, also for marketing and promotional purposes, without any further permission or notification being required and without you or any third party being entitled to any compensation or damages.
- 3.12 The User may remove the Content via his or her Account, on the understanding that it is not possible to remove information if and insofar as the information has been shared with other users and those other users have stored, copied or otherwise used the information. After removal the data may remain present to some extent in the backup versions of the databases used by MYLAPS and the Apps.
- 3.13 If you give permission via the Apps for the sharing of certain parts of the Content on social media, such as, but not limited to, Facebook and Twitter, the information with which you provide MYLAPS is shared with those parties in accordance with the permission given by you. The services of third parties, such as, but not limited to, Facebook and Twitter, are governed by the general conditions, privacy policies and cookie policies of the third parties in question. MYLAPS cannot be held liable for the services of third parties and the general conditions, privacy policies and cookie policies by which they are governed.
- 3.14 MYLAPS may block or remove the Account at its discretion and may block IP addresses if MYLAPS considers that necessary. If your Account is blocked or if you can no longer use your Account for any other reason, you no longer have access to your Content and are not entitled to any compensation or damages. MYLAPS is under no obligation to give you access to the Content again. MYLAPS is under no obligation towards its Users to make a backup of the Content or to otherwise save it for the benefit of the Users. MYLAPS recommends that you create your own backup.
- 3.15 If you find that another user of the Apps or the Services is acting in breach of these Conditions of Use, MYLAPS requests you to report such breach.

Article 4. Disclaimer and liability

- 4.1 MYLAPS has set itself the objective of making the Apps available to the Users in optimal form, MYLAPS does not warrant access to the Apps or the proper functioning of the Apps. The User accepts the Apps and the Services as is. MYLAPS excludes all liability towards Users.
- 4.2 MYLAPS does not warrant the results that can be achieved by using the Apps or the accuracy, reliability or details of any information or Service made available via the Apps. MYLAPS does not warrant full availability or security and may suspend or terminate the Services and the access to the Apps, via the Account or otherwise, or render them temporarily inaccessible for maintenance work, without that giving rise to any rights for the User.

- 4.3 MYLAPS cannot warrant that the Apps, the Services and the information, files and data published on them are suitable for the purpose for which the User wishes to use them.
- 4.4 MYLAPS cannot warrant that the Apps and the Account will be available at all times and without any interruption, breakdown, error or defect. MYLAPS is in no event liable towards the Users if for any reason the Apps are out of operation or function less than optimally.
- 4.5 MYLAPS cannot warrant that the information, functionalities and Services offered and provided, and made available via the Apps by MYLAPS are correct, complete and suitable void of wrongful content. MYLAPS may freely determine what information it provides via the Apps and in what manner it does so. The Users have no control over or entitlement to the information, functionalities and Services to be provided and the manner in which that is done. MYLAPS is not required to ensure that the information, functionalities or Services made available to the Users by MYLAPS via the Apps remain available to the Users.
- 4.6 MYLAPS may at any time and its discretion change or terminate the information and the functionalities of the Apps in whole or in part, limit, suspend or terminate the use of the Apps and other Services, or remove information, files, data or materials, for any reason and at its discretion, without being liable towards the User in any manner.
- 4.7 The User acknowledges that the Apps or the Services may have defects, including hidden defects, accepts the risk of loss involved and accepts that MYLAPS is in no event liable for such loss.
- 4.8 In the unlikely event that MYLAPS is liable towards Users for any form of loss, for any reason, MYLAPS's liability, including its obligation to undo, is limited at all times to a maximum amount of EUR 100 (or equivalent exchange rate per MYLAPS region as reflected in Article 9.3).

Article 5. Intellectual property rights and portrait rights

- 5.1 The User acknowledges and accepts that all trademarks, logos and trade names of MYLAPS and its affiliated companies are owned by MYLAPS or its affiliated companies and are protected by intellectual property rights. The User acknowledges and accepts that the Apps, all the software used for the functioning of the Apps, all information and databases generated using the Apps and all Content published via the Apps otherwise than by the User are owned by MYLAPS and MYLAPS's licensors and are protected by intellectual property rights, including but not limited to copyrights, database rights, neighbouring rights and trademark rights.
- 5.2 No part of these Conditions of Use or of the Apps or Services is intended to transfer these intellectual property rights or to in any other manner to entitle the User to these intellectual property rights.
- 5.3 The User may use the intellectual property rights referred to in paragraph 5.1 with a view to the use of the Apps of the Services for the purposes for which the Apps and the Services are intended. The User warrants that he or she will not infringe these intellectual property rights of MYLAPS and third parties. It is expressly prohibited to attempt to decode, change or alter the software used for the functioning of the Apps and the Services, to develop derivative works, in any other manner to infringe the copyrights by which it is governed or to frame, mirror or otherwise simulate the appearance or the function of the Apps. The User furthermore may not download, copy, alter or publish any data, information, files or other materials that the User has not placed in MYLAPS's digital environment via the Apps and may not use them for direct or indirect commercial purposes or for any other purpose that is not in keeping with the purpose for which the Apps and the Services are intended.
- 5.4 From the moment at which photographs and videos and any other visual material are made available on which the User is visible, the User waives the intellectual property rights and other rights vested in him or her, in the broadest sense of the word, including but not limited to portrait rights regarding his or her photographs and videos and other visual material. This also applies to any depiction of other persons in the photographs and other visual material other than the User himself/herself. If the photographs, videos or other visual material depicts another person, the User must ensure that that other person has also waived his or her intellectual property rights and other rights in the broadest sense of the word, including but not limited to copyrights, portrait rights and neighbouring rights, in respect of the photograph. The User indemnifies MYLAPS against all claims regarding damage, loss, costs and expenses of third parties related to the intellectual property rights and other rights vested in that person.

Article 6. No medical advice

- 6.1 The Services that MYLAPS offers via the Apps may not be regarded as medical advice. Before the User commences a training program, takes part in a competition or uses the Apps, MYLAPS

recommends that the User have a doctor determine whether following a training program, take part in a competition or using the App is medically responsible.

- 6.2 MYLAPS is not liable for any loss or injuries resulting from or related to the use of the Apps or the Services. The limitations of liability set out in this article lapse if the liability for loss is due to intent or gross negligence on the part of MYLAPS.

Article 7. Participant's declaration

- 7.1 If you use an App or Services to participate in an event, you must also agree to MYLAPS's participant's declaration, which is presented to you and must be accepted by you when you install and use the Apps.

Article 8. Other provisions

- 8.1 In the event of a transfer of business, MYLAPS may transfer the rights and obligations under these Conditions of Use and the participant's declaration to a third party.

Article 9. MYLAPS

- 9.1 "MYLAPS" means MYLAPS B.V., a private limited liability company, having its registered office in Haarlem, the Netherlands, and maintaining a place of business at Zuiderhoutlaan 4, (2012 PJ) Haarlem, registered in the Trade Register of the Chamber of Commerce under number 34053090, and its affiliated companies.
- 9.2 The name "MYLAPS" as used in these Conditions of Use means the entire MYLAPS group. The MYLAPS group includes MYLAPS B.V., Mylaps Experience Lab B.V., Mylaps Event Timing B.V., Mylaps US, Inc. (Atlanta, GA, USA), Mylaps Japan KK (Tokyo, Japan) and Mylaps Asia-Pacific (Sydney, Australia). The MYLAPS group has several Apps; these Conditions of Use govern every visit and every use of MYLAPS's Apps.

Article 10 Governing law and disputes

- 10.1 All legal relationships between MYLAPS and the Users are governed exclusively by Dutch law, also if an obligation is performed in whole or in part abroad or if the User involved in the legal act is domiciled abroad, unless mandatory rules of law provide otherwise.
- 10.2 The Court of Haarlem, the Netherlands, has exclusive jurisdiction to hear and decide on any dispute between MYLAPS and the Users related to the Apps, except insofar as mandatory rules of law provide otherwise.