

42.do APPLICATION USE TERMS

1. Initial Provisions

- 1.1. The Terms apply to services provided electronically, in line with the Act On Providing Electronic Services of 18 July 2002 (i.e. Journal of Laws from 2013, item 1422), by "Fortitudo Gankiewicz, Pruszyński, Spółka Jawna", entered into the Register of Entrepreneurs for Kraków – Śródmieście in Kraków, 11th Division of the National Court Register with the following number: 0000704895, VAT No. 6793159708, Company Registration No. 368810544, with the seat in Kraków: Przemysłowa 12, IV p., 30-701 Kraków, hereinafter referred to as **Fortitudo**.
- 1.2. **User:** Natural or legal person, consumer or entrepreneur who grants their consent for all conditions of using this web application and/or mobile application.
- 1.3. The term "Application" covers a mobile application and web application, i.e. the homepage available at <https://42.do/> and all other websites that (1) are our property (2) are controlled by us directly or indirectly and (3) are connected with direct or indirect links to this website. The term "Application" also covers all products and services, discussion boards and chat rooms. "Content" means the entire text, graphical elements or other multimedia materials contained on every page being a part of the Application.
- 1.4. Fortitudo offers Users access to the Application only on condition that the User grants their consent for all terms contained herein. When using the application, the User grants their consent for all conditions and remarks.

2. Subject of the service

- 2.1. With the Application, Fortitudo offers a service dedicated to Users in the scope of preparing workout plans, registration of results and other services regarding physical fitness and health, hereinafter referred to as **42.do**.
- 2.2. **42.do** is a service provided electronically, in line with the Act On Providing Electronic Services of 18 July 2002 (i.e. Journal of Laws from 2013 item 1422), with the use of a safe SSL connection.

3. Legal requirements

In order to use 42.do you have to be at least 13 (thirteen) years old to be able to use the free service and at least 18 (eighteen) years old to use the Premium service, unless it was defined otherwise in the legal regulations applicable in some countries. Users between 13 and 18 may use 42.do only with a consent of their parent or legal guardian and under their supervision. People who do not meet the age limit rule cannot use the Service, share their personal data or send their personal data (such as the name, address, telephone number or email) in any other way. Users declare that any information that will be provided by them in the process of registration is true, full and complete.

4. Technical requirements for using the service and its functions

- 4.1. In order to use 42.do, it is required to:
 - 1) Have an individual email account or Facebook account;
 - 2) Possess an Android mobile device with OS in version higher than 4.1 for the mobile application;

or

- 3) Possess a device that enables Internet access, along with software used for browsing Internet resources, supporting html, xhtml, pdf and cookie files, and with JavaScript activated;
 - 4) Use the following web browsers: Chrome, Firefox, Safari whereas Chrome is the preferred web browser by Fortitudo.
- 4.2. Fortitudo will act with best efforts to ensure operation of 42.do on the latest stable versions of commonly used web browser, whereas Fortitudo will not guarantee that all components will be properly displayed by the available web browsers.
 - 4.3. Fortitudo will not be responsible for interruptions or shortages in the functionality of 42.do in the case the User does not use original devices, software or files.
 - 4.4. The above exclusions do not apply if they are not compliant with the respective laws applicable in a particular case. This will not affect the rights and obligations of a consumer.

5. Copyrights and licence

- 5.1. 42.do is provided through software that is the sole property of Fortitudo with regard to proprietary copyrights. In view of the above, Fortitudo represents that it is entitled to sole proprietary copyrights to all works included in the 42.do software (hereinafter referred to as: **“Software”**), the law permits exercise of derivative copyrights with regard to the Software and the sole right to manage the Software in fields of use specified in item 3.
- 5.2. Once the User obtains access to 42.do, a non-exclusive, non-transferable license without territorial limits is granted for using the Software on principles and terms specified herein.
- 5.3. The licence specified in item 2 is granted in the following fields of use:
 - 1) Using the Software in the scope of all of its technical and utility features;
 - 2) Temporary reproduction;
 - 3) Permanent reproduction and storage by means of any technique, including printing, reprography, magnetic storage, saving in a computer memory and in digital format, in multimedia networks such as the Internet and Intranet, on any data carriers including preparation activities for creating copies of works or their storage, as well as by computer print; whereas permanent reproduction and storage refers only to those features of the Software, that 42.do allows to save on any carrier and in any format as a process, result or outcome of the User’s work within its scope, resulting from normal use and in the scope of its normal technical and utility features;
 - 4) Translation of works generated with the Software in full or in part and particularly into foreign languages as well as changing or rewriting it to a different storage or system type.
- 5.4. Based on the granted licence, the User will not be authorised to the following:
 - 1) Granting sub-licences;
 - 2) Obtaining any information about the internal structure and principles of operation of the Software;
 - 3) Making changes in the design, translating, adjusting and changing the Software in any other way;
 - 4) Providing access to 42.do and databases contained in it to third parties, including in particular sharing the login and/or password for accessing this service;

- 5) Transferring rights resulting from this agreement onto a third party by starting use of 42.do.
- 5.5. The licence is granted for a period in which the User is entitled to using 42.do.
- 5.6. Each violation of the Fortitudo copyrights by a User will generate a civil liability or penal liability due to the above, according to the provisions of the Act on Copyrights and Derivative Rights of 4 February 1994 (i.e. Journal of Laws from 2006, 90, item 631, as amended) and may be the basis for termination of the Agreement by Fortitudo with immediate effect.
- 5.7. The above exclusions do not apply if they are not compliant with the respective laws applicable in a particular case.

6. Registration and logging in

- 6.1. The use of 42.do starts by registering through a mobile application or via <https://42.do/>, as a result of completing the following activities:
- 1) Downloading the mobile application or visiting <https://42.do/>;
 - 2) Reading these Terms and the Price list specified in § 7 item 3;
 - 3) Filling out the registration form including the data identifying the User - email address;
 - 4) Accepting these Terms and Price List specified in § 7 item 3 and clicking “Register”.
- 6.2. After completing the registration process described in item 1, the User may log into 42.do entering the email address and password or via Facebook.
- 6.3. 42.do may include discussion boards, blogs, applications, chat rooms and other tools for sending messages or communication. Subject to the provisions of Article 473 § 2 of the Civil Code of 23 April 1964 (Journal of Laws from 2017 item 459, i.e. from 2017.03.02, and regulations regarding consumers, the User is fully liable for all information published by them. 42.do may be used only for legal purposes. You cannot publish any materials that violate the rights of third parties in any way, which are illegal, constitute a threat, insult, aspersion, violate the right to privacy or image, are offensive, obscene, profane or indecent, they present Fortitudo in a bad way or in any other prohibited way violate civil rights or violate the laws in any other way, or encourage to act against the law. If Fortitudo is notified that a message posted on 42.do or through it violates the rights of third parties or specific guidelines regarding publication of messages, Fortitudo has the right to delete such content. Publishing such content will constitute a violation of these Terms.

7. Payment for availability of the Premium service

- 7.1. 42.do is free unless the Premium service was purchased.
- 7.2. The Premium service includes additional features specified at <https://42.do/premium>.
- 7.3. To conclude a Premium Service Agreement, the User should click the button in the Premium section or at <https://42.do/premium> which will result in a payment obligation according to the Price List available at <https://42.do/premium>.
- 7.4. Payment methods: Fortitudo uses <https://braintreepayments.com>. The principles of using the service can be found at <https://www.braintreepayments.com/en-pl/legal/payment-services-agreement>.

8. Waiver

- 8.1. Subject to Article 473 § 2 of the Civil Code and provisions regarding consumers in the scope in which it is permitted by law, including on the territory of the country of the User's origin, the liability of Fortitudo is excluded for the following:
- a) The content of materials published by Users in the Application;
 - b) The method of using 42.do by the Users;
 - c) Loss of data in the Application;
 - d) Unavailability of the Service due to reasons attributable to other entities than Fortitudo;
 - e) Interruptions in availability of 42.do including those that make it impossible to use it caused by failures, equipment and software tests, maintenance;
 - g) Losses incurred by Users caused by improper saving or reading of information;
 - h) Technical issues regarding the use of 42.do due to reasons beyond control of Fortitudo.
- 8.2. Prior to using 42.do in relation to any physical activity or programmes of achieving good physical fitness and endurance, consult a physician and consider the risk

related to the above. When using the 42.do service, each User grants a consent, declares and guarantees that they received a consent of their physician for participating in programmes of achieving good physical fitness and endurance, workouts, exercises and all other related activities available through 42.do. Each User accesses 42.do at their own risk. Activities promoted in 42.do can constitute a risk even for healthy people.

- 8.3. If these Terms do not specify otherwise, and in the maximum scope permitted by the applicable laws, Fortitudo will not be directly or indirectly responsible for any injuries or losses caused as a result of physical activity resulting from using or the impossibility of using 42.do, including Content or activities to which the User has access or about which they learn via 42.do, even if they are caused in part or in full by an activity, lack of activity or negligence of 42.do, or activity or lack of activity or negligence of others.
- 8.4. SOME ASPECTS OF THIS SECTION MAY NOT APPLY IN A PARTICULAR CASE IF THE APPLICABLE LAWS PROHIBIT THEM. THIS DOES NOT AFFECT THE LEGAL RIGHTS OF A CONSUMER.

9. Technical support

- 9.1. Requesting technical support regarding the method of functioning of 42.do or notifying a problem in using 42.do as well as a request for indicating the method of resolving the said problem is possible via email to support@42.do.

10. Complaints

- 10.1. The User has the right to submit complaints regarding 42.do Services provided by Fortitudo.
- 10.2. Fortitudo recommends to submit complaints via email to the following address: support@42.do.
- 10.3. Fortitudo is obliged to process a submitted claim immediately after its receipt, with reservation of Article 7a of the Act on Consumer Rights of 30 May 2014 (Journal of Laws 2017.683, i.e. from 2017.03.30) and Article 561⁵ of the Civil Code.
- 10.4. The above provisions do not apply if they are not compliant with the respective laws applicable in a particular case.

11. Changing the Terms or Price List

- 11.1. Fortitudo has the right to make changes in these Terms of the Price List, with the reservation that the changed Terms or Price List will be binding to a User if the User does not resign from 42.do within two weeks of receipt of information about the above change. The statement should be submitted by email to the following address: support@42.do.
- 11.2. The changed Terms will in no way deprive the User of the right to withdraw from the Agreement, according to the above item. Changes in the Terms are announced at <https://42.do/documents/regulations> - and they start to apply on a date specified along with the change, subject to this Section. The User is notified by email each time about changes in the Terms.

12. Termination of the Agreement

- 12.1. A User who is a consumer under the Act on Consumer Rights of 30 May 2014 (Journal of Laws 2017.683, i.e. from 2017.03.30) has the right to withdraw from the Agreement within 14 days of its signing by sending an email to support@42.do. In the case of the Premium Service, Fortitudo will make a refund of the incurred costs. Withdrawing from the Agreement will mean that the account will be deactivated in the free or Premium version, with retention of rights to the free version, unless the User clearly indicates that they are withdrawing from the free and Premium service.
- 12.2. The User has the right to terminate the Agreement any time by sending an email to support@42.do with the reservation that termination of the Premium service will be effective at the start of the subsequent settlement period. Terminating the Premium service can be done by clicking "Cancel subscription". The principles specified in item 12.1, last sentence, are applied respectively.
- 12.3. Fortitudo has the right to terminate the Agreement unilaterally with immediate effect, in the case the User uses 42.do against the provisions of these Terms and particularly violates the provisions of the licence or copyrights.
- 12.4. The Agreement regarding the Premium service is considered to have been terminated by means of a mutual arrangement if the subsequent subscription period is not paid. Making a payment for a subsequent settlement period is equal to concluding the

- Agreement again on principles and conditions specified herein.
- 12.5. Withdrawing from/terminating the Agreement/termination by mutual arrangement will equal to deactivation of the User account, i.e. terminating access to the Premium service with retention of access to the free service or terminating any type of access to the services. Deactivation of the account is not equal to deleting personal data, as specified in <https://42.do/documents/privacy-policy>.
 - 12.6. Fortitudo has no actual impact on how Internet users act with materials posted by Fortitudo Users publicly in social media, e.g. Facebook. Due to the above, in the scope in which it is possible and legally effective under the applicable laws, Fortitudo will exclude any liability for their violation of rights and/or personal interests by Fortitudo Users.

13. Personal data protection

- 13.1. Personal data protection is regulated by <https://42.do/documents/privacy-policy> including the principles of processing personal data by Fortitudo and the rights of User, particularly the principles of sharing their data and its deletion.
- 13.2. 42.do uses cookies. The User grants their consent for the above. Fortitudo hereby informs, that the settings regarding storage or access to Cookie files may be changed in your web browser.

14. Assignment of liabilities

- 14.1. In the scope in which it is possible and legally effective under the applicable laws, the User will each time grant an irrevocable consent for acquiring the rights and obligations of Fortitudo by an entity indicated by Fortitudo.
- 14.2. Fortitudo will inform the User in an email about transferring rights to 42.do.

15. Final provisions

- 15.1. Data specified by the User during registration is used to identify the user by Fortitudo. Any emails with any character sent by Fortitudo according to the specified data when the data is entered to the ICT system (i.e. sending an email by Fortitudo) will be considered effectively delivered to the User.
- 15.2. The User is obliged to update the data specified in item 1 immediately, if necessary. If this obligation is not met, the User in the scope in which it is possible and legally effective under the applicable laws, will be solely liable for any negative consequences resulting from the above, relating to provision of the 42.do service by Fortitudo which is in possession of invalid data.
- 15.3. The legal relations arising as a result of or in connection with providing the 42.do service are subject to the Polish laws, unless the provisions of an EU member state or any other territory define otherwise.
- 15.4. With regard to the Premium service, a User being a consumer, has the right to using an alternative method of resolving a dispute, indicated and described on <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=PL>
- 15.5. In matters not regulated herein, unless the applicable laws of an EU member state or any other territory define otherwise, the provisions of the commonly applicable laws will be binding, and particularly:
 - 1) The Act on Providing Electronic Services of 18 July 2002 (i.e. Journal of Laws from 2013, item 1422).
 - 2) The Consumer Rights Act of 30 May 2014 (Journal of Laws 2017.683, i.e. from 2017.03.30)
 - 3) Civil Code of 23 April 1964 (Journal of Laws from 1964, No. 16, item 93 as amended).
 - 4) The Act on Copyrights and Derivative Rights of 4 February 1994 (i.e. Journal of Laws from 2006, 90, item 631, as amended).