SWIMKA TERMS OF SERVICE

Last Updated: 18th November 2026

IMPORTANT – PLEASE READ CAREFULLY BEFORE USING THE SWIMKA APP

These Terms of Service (these "**Terms**") govern your access to and use of the Swimka mobile application (the "**App**"), including all content, functionality, features, and services offered on or through the App, whether as a guest or registered user. The App is owned and operated by SSO Active ("**Company**," "**we**," "**us**," or "**our**").

THESE TERMS CONTAIN IMPORTANT PROVISIONS INCLUDING AN ASSUMPTION OF RISK, A RELEASE OF LIABILITY, AN AGREEMENT NOT TO SUE, A LIMITATION ON DAMAGES, AN INDEMNIFICATION OBLIGATION, A WAIVER OF CLASS ACTIONS, AND A WAIVER OF JURY TRIAL. PLEASE READ THESE TERMS CAREFULLY.

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PART I: GENERAL TERMS

Application: The following General Terms (the "**General Terms**") apply to all users of the Swimka App regardless of location, except where expressly modified by the Jurisdiction-Specific Terms set forth in the Appendix.

1. **DEFINITIONS**. For purposes of these Terms, the following capitalized terms have the meanings set forth below:

   (a) "**Account**" means the personal user account you create to access and use the Services, associated with your email address and password.

   (b) "**Administrator**" means a User who creates a Group or Event and has administrative rights to manage that Group or Event.

   (c) "**Agreement**" means these Terms (including the General Terms and the Jurisdiction-Specific Terms applicable to your User Location), together with the Privacy Policy and any additional terms, policies, or conditions incorporated by reference or presented to you in connection with specific features or Services, in each case as may be amended from time to time in accordance with clause 2.12.

   (d) "**Content**" means any text, images, photographs, videos, audio, data, information, or other materials of any kind.

   (e) "**Event**" means any in-person or virtual swimming-related activity, competition, challenge, or gathering organized through or facilitated by the App, whether organized by the Company, a User, or a third party.

   (f) "**Group**" means a collection of Users who connect on the App for shared swimming interests or activities.

   (g) "**Paid Services**" means any subscription tier, premium features, or other paid services offered by the Company through the App.

   (h) "**Services**" means all features, functionality, content, tools, and services made available through the App, including but not limited to workout programs, training plans, performance tracking, community features, Events, Groups, the AI Features, Clubs, and third-party integrations.

   (i) "**User**" or "**you**" means any individual who accesses or uses the App.

   (j) "**User Content**" means any Content that a User uploads, submits, posts, transmits, or otherwise makes available through the App, including but not limited to profile information, photographs, videos, comments, workout data, and messages.

   (k) "**Jurisdiction-Specific Terms**" means the additional terms that apply to your use of the App depending on your location. These terms form part of this Agreement and are set forth in the Appendix to these Terms.

   (l) "**AI Features**" and "**Bubble**" have the meanings given in clause 7.8.

(m) "**Clubs**" and "**Partners**" have the meanings given in clause 7.9.

(n) "**Credits**" has the meaning given in clause 3.5.

2. USE OF SERVICES

2.1. Acceptance. By clicking "I Accept," checking the acceptance box during account registration, downloading, accessing, or using the App, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy, which is incorporated herein by reference. If you do not agree to these Terms or the Privacy Policy, you must not access or use the App.

2.2. Eligibility. You must be at least eighteen (18) years old to use the App. When you create an Account, or first open an updated version of the App as an existing User, we ask you to confirm that you are 18 or over, and we record your confirmation and its date. You confirm that the information you give us about your age is accurate. If we learn that a User is under 18, we will close their Account.

2.3. User Location. Your physical address or the jurisdiction from which you access the App (your "**User Location**") will determine which Jurisdiction-Specific Terms apply to you, as set forth in the Appendix to these Terms.

2.4. Access. During the period you maintain an Account, we will provide you access to use the App and Services as described in this Agreement. We may provide access to some or all elements of the App through third-party service providers

2.5. User Access Requirements. You must ensure that all access and use by you is subject to and in compliance with this Agreement. You are responsible for your own compliance with applicable laws in your jurisdiction.

2.6. Unauthorized Access. You will notify us promptly of any unauthorized use of your Account by following the instructions at contact@openswim.fr.

2.7. Additional Features. You may subscribe to additional features of the App by placing an additional order or activating additional features from within your Account (if this option is made available by us). This Agreement will apply to all additional features that you activate.

2.8. Limits. The limits that apply to you may be specified in your Order, this Agreement, or designated within the App itself (collectively "**Limits**").

2.9. Modifications to Services. We may modify the App and Services from time to time, including by adding or removing features, functions, or Limits. The specific rights and limitations applicable to such modifications are set forth in the Jurisdiction-Specific Terms for your User Location.

2.10. Acceptable Use. You will use the App only for lawful purposes and in accordance with this Agreement.

2.11. Prohibited and Unauthorized Use. You will not use the App in any way that violates applicable law or for any purpose or in any manner that is unlawful or prohibited by this Agreement. You will not, and will not encourage or enable any third party to:

(a) directly or indirectly reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying algorithms, structure, or architecture of the App;

(b) modify, translate, adapt, or create derivative works based on the App or any part thereof, except to the extent expressly permitted by us or required by applicable law;

(c) remove, alter, or obscure any copyright, trademark, or other proprietary rights notice from the App or any Company Content;

(d) copy, reproduce, distribute, publicly display, publicly perform, sell, resell, rent, lease, lend, sublicense, or otherwise commercially exploit the App, the Services, or any Company Content, in whole or in part, without the Company's prior written consent;

(e) use the App or Services for any commercial purpose or for the benefit of any third party, unless expressly authorized by the Company in writing;

(f) use any robot, spider, crawler, scraper, data mining tool, or other automated means or process to access, index, collect, extract, or reproduce any data or content from the App, or to circumvent or bypass any technological protection measures or access controls;

(g) attempt to gain unauthorized access to any portion of the App, other Users' Accounts, or any systems, servers, or networks connected to the App, including by hacking, password mining, or any other means;

(h) interfere with, disrupt, or place an unreasonable burden on the App or its infrastructure, including by transmitting viruses, worms, malware, or any other code of a destructive, disabling, or harmful nature;

(i) use the App or Services to transmit any unsolicited or unauthorized advertising, promotional materials, spam, chain letters, or any other form of solicitation;

(j) use the App or Services to stalk, harass, bully, threaten, intimidate, or harm any other person;

(k) impersonate any person or entity, or falsely state or misrepresent your identity, age, affiliation, or swimming ability;

(l) upload, post, or transmit any content that is unlawful, harmful, threatening, abusive, defamatory, vulgar, obscene, hateful, discriminatory, or otherwise objectionable;

(m) upload, post, or transmit any content that infringes or misappropriates any third party's intellectual property rights, privacy rights, publicity rights, or other proprietary rights;

(n) solicit personal information from anyone under the age of 18, or upload content depicting minors without the express consent of a parent or legal guardian;

(o) post or share any workout, training program, route, or Event information that is materially false, misleading, or that could endanger the safety of other Users;

(p) use the App in any manner that could disable, overburden, damage, or impair the App or interfere with any other User's use and enjoyment of the App;

(q) use the App in a way that violates any applicable local, state, national, or international law or regulation, including but not limited to export control and trade sanction laws; or

(r) facilitate, encourage, or assist any third party in doing any of the foregoing.

2.12. Changes to Terms. We reserve the right to modify, amend, or update these Terms at any time in our sole discretion. We will notify you of material changes by posting the updated Terms on the App and updating the “Last Updated” date above. For material changes to these Terms, we will also provide notice via email to the address associated with your Account or through in-app notification. Where a change is material, we may ask you to accept the updated Terms in the App before you continue using it, and we record the version you accept. The effective date and your rights relating to such changes are set forth in the Jurisdiction-Specific Terms for your User Location.

2.13. Additional Terms. Certain features or services offered through the App may be subject to additional terms and conditions, which will be presented to you at the time you access such features or services. Those additional terms are incorporated into these Terms by reference and, in the event of a conflict with these Terms, will control with respect to that specific feature or service.

2.14. Versions of the App. These Terms apply to the new Swimka App (version 6 and later). Earlier versions of the App, including the current Android app, remain subject to the previous Terms of

Service. The features available to you depend on the version of the App you use and may change over time. Where these Terms describe a feature that your version does not offer, that part does not apply until it does.

3. SUBSCRIPTION AND PAID SERVICES

3.1. Free Tier. The Company currently offers free access to certain features of the App (the "**Free Tier**"). We reserve the right to modify, limit, or discontinue the Free Tier or any features thereof at any time, with or without notice.

3.2. Paid Subscription. The Company may offer a paid subscription service (the "**Subscription**") that provides access to premium features as described in the applicable premium Subscription page (collectively, "**Premium Features**"). Additional details about the Subscription and Premium Features will be made available in the App.

3.3. Subscription Terms. If you elect to purchase a Subscription:

(a) **Subscription Period and Auto-Renewal**. Subscriptions may be offered on a monthly or annual basis and will automatically renew at the end of each subscription period unless you cancel before the renewal date. By purchasing a Subscription, you authorize the Company to charge your payment method on a recurring basis in accordance with the subscription period you selected.

(b) **Pricing**. Subscription fees – and the applicable currency – will be displayed in the App prior to purchase. All fees are subject to the refund provisions set forth in the Jurisdiction-Specific Terms for your User Location.

(c) **Payment Method**. Subscriptions may be purchased through the App using the payment methods available in the Apple App Store or Google Play Store. Your payment is processed by Apple or Google (as applicable), and you agree to their respective terms of service and payment terms. We do not have access to or control over your payment method information.

(d) **Price Changes**. The Company reserves the right to change Subscription prices at any time. If we increase the price of a Subscription, we will notify you at least thirty (30) days before the change takes effect. The new price will apply to your next billing cycle after the notice period. If you do not agree to the price change, you may cancel your Subscription before the new price takes effect, and you will continue to be charged at your current rate until the end of your then-current subscription period.

(e) Cancellation. You may cancel your Subscription at any time through your Account settings in the App or through your Apple App Store or Google Play Store account settings. The effects of cancellation are set forth in the Jurisdiction-Specific Terms for your User Location.

(f) Free Trials and Promotions. We may offer free trials or promotional subscriptions from time to time. If you sign up for a free trial, you will be charged the Subscription fee at the end of the trial period unless you cancel before the trial period ends. We reserve the right to determine eligibility for free trials and promotions in our sole discretion and to modify or discontinue any free trial or promotion at any time.

3.4. Taxes. Subscription fees do not include any taxes, duties, or other governmental charges. You are responsible for paying all applicable taxes associated with your Subscription, except for taxes based on the Company's net income.

3.5. Credits. Chatting with Bubble uses credits ("**Credits**"). Free and premium Users each receive a monthly allowance of Credits, which is shown in the App together with the date it renews, and your balance is always shown in Bubble's window. When you run out, Bubble pauses until your allowance renews or, if you are a free User, until you upgrade; your conversations are kept, and Bubble will not stop in the middle of a reply. Credits are not money: they have no cash value, cannot be transferred and do not carry over to the next month. We may change the size of the allowances. We will tell you in the App before a change that reduces your allowance takes effect and, if you have a Subscription, the reduction will not apply before your next renewal.

4. ACCOUNT REGISTRATION AND SECURITY

4.1. Account Creation. To access certain features of the App, you must create an Account. You may register by providing an email address and password or by connecting through a third-party account (Google, Facebook, or Apple). You agree to provide accurate, current, and complete information during registration and to update such information as necessary to keep it accurate, current, and complete.

4.2. Account Security. You are responsible for maintaining the confidentiality of your Account credentials, including your password. You agree to immediately notify us of any unauthorized use of your Account or any other breach of security. You are solely responsible for all activities that occur under your Account, whether or not authorized by you. The extent of the Company's liability for security breaches is set forth in the Jurisdiction-Specific Terms for your User Location.

4.3. Account is Personal. Your Account is personal to you. You may not share your Account with any other person, allow any other person to access the App using your Account, or transfer or assign your Account to any other person without our prior written consent.

4.4. Account Deletion. You may delete your Account at any time in the App (My Account), through the contact form in the App, or by email to contact@openswim.fr. Upon deletion of your Account, all of your User Content, workout data, statistics, and performance information (including Bubble's memory and your conversations with Bubble) stored on the App will be permanently deleted and cannot be recovered. We may retain certain information as required by law or for legitimate business purposes as described in our Privacy Policy.

4.5. Email Confirmation. Upon registration, you will receive an email asking you to confirm your email address. We ask you to confirm your email address and may remind you in the App until you do. If you registered before the "Last Updated" date above and have not confirmed your email address, you may continue to use the App, but we strongly recommend that you confirm your email address for security purposes and to ensure you can recover your Account if you forget your password.

4.6. Inactive Accounts. If you do not open the App for twenty-four (24) months, we will close your Account and delete your personal information as described in our Privacy Policy. We will email you about one month beforehand, so that you can keep your Account by opening the App, or download your swim history first. This does not apply while you have an active Subscription.

5. SWIMMING SAFETY AND HEALTH

5.1. Medical Consultation. **THE APP IS NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. SWIMMING AND ATHLETIC TRAINING INVOLVE INHERENT RISKS OF INJURY OR DEATH.** By using the Services or beginning any training program available through the App, you represent that you previously:

(a) consulted with a qualified physician or healthcare provider;

(b) obtained medical clearance confirming that you are physically fit to engage in swimming and the athletic activities contemplated by the App;

(c) disclosed any medical conditions, injuries, or physical limitations that may affect your ability to safely participate; and

(d) followed all medical advice and recommendations provided by your healthcare providers.

5.2. No Medical Advice. The workouts, training programs, performance data, advice, recommendations, and other information provided through the App (including but not limited to content provided by swim coaches, trainers, or other professionals or Partners, and anything suggested by the AI Features, including Bubble) are for general informational and educational purposes only. THEY DO NOT CONSTITUTE AND SHOULD NOT BE RELIED UPON AS MEDICAL, HEALTH, FITNESS, OR SAFETY ADVICE. YOU ACKNOWLEDGE AND AGREE THAT:

(a) the Company does not provide medical advice, diagnosis, or treatment;

(b) the workouts and training programs, including those personalized by the AI Features, are not tailored to your medical condition, and any personalization is based only on the information available to the App, which may be incomplete;

(c) the Company does not monitor your health or fitness condition;

(d) you are solely responsible for determining whether any workout, training program, or activity is appropriate and safe for you;

(e) you should not disregard, avoid, or delay obtaining medical advice from a qualified healthcare provider because of any information you receive through the App; and

(f) the App, including the AI Features, is not a medical device: it is not intended to diagnose, prevent, monitor, predict, treat or alleviate any disease, or to diagnose, monitor, treat, alleviate or compensate for any injury or disability.

5.3. Assumption of Risk – Swimming and Training. **YOU EXPRESSLY ACKNOWLEDGE AND ASSUME ALL RISKS ASSOCIATED WITH SWIMMING AND ATHLETIC TRAINING, INCLUDING BUT NOT LIMITED TO:**

(a) drowning, near-drowning, and other water-related injuries;

(b) cardiovascular events, including heart attack, stroke, and cardiac arrest;

(c) musculoskeletal injuries, including strains, sprains, fractures, and overuse injuries;

(d) exhaustion, dehydration, hypothermia, and heat-related illnesses;

(e) collisions with other swimmers, objects, or pool walls;

(f) injuries caused by slipping, falling, or diving;

(g) exacerbation of pre-existing medical conditions;

(h) injuries from strength and conditioning, dryland exercises, running, cycling or other sports included in the App;

(i) illness or infection contracted in or around swimming facilities; and

(j) any other risks inherent in swimming and athletic activities, whether foreseen or unforeseen.

5.4. Open Water Swimming Risks. Open water swimming presents additional and heightened risks beyond pool swimming. If you choose to swim in open water (lakes, rivers, oceans, or other natural bodies of water), YOU EXPRESSLY ACKNOWLEDGE AND ASSUME ALL RISKS ASSOCIATED WITH OPEN WATER SWIMMING, INCLUDING BUT NOT LIMITED TO:

(a) unpredictable weather conditions, water temperature, and water quality;

(b) strong currents, tides, undertows, and waves;

(c) limited or zero visibility;

(d) presence of aquatic life, including potentially dangerous marine animals;

(e) underwater obstacles, debris, rocks, and vegetation;

(f) watercraft and other water users;

(g) distance from shore and lack of immediate rescue or medical assistance;

(h) difficulty being seen by rescue personnel or other swimmers; and

(i) all other hazards inherent in open water environments.

5.5. Open Water Safety Measures. If you choose to swim in open water, the Company strongly recommends that you follow safety measures, including but not limited to those recommended by recognized swimming safety organizations. These measures include, but are not limited to:

(a) swim only in designated swimming areas with lifeguards present when possible;

(b) never swim alone; always swim with a buddy or group;

(c) use a brightly colored swim buoy or other flotation device for visibility;

(d) inform someone on shore of your swimming plan and expected return time;

(e) check weather and water conditions before entering the water;

(f) be aware of and respect local rules, regulations, signage, and warnings;

(g) assess your own fitness level and abilities before each swim;

(h) know how to signal for help (lie on your back and raise one arm); and

(i) exit the water immediately if you experience any pain, discomfort, distress, or adverse change in conditions.

5.6. Your Responsibility. YOU ARE SOLELY RESPONSIBLE FOR:

(a) determining your own fitness level and swimming abilities;

(b) selecting workouts and training programs appropriate for your abilities;

(c) monitoring your physical condition during all activities;

(d) stopping any activity immediately if you experience pain, discomfort, dizziness, shortness of breath, or any other symptoms;

(e) maintaining proper hydration, nutrition, and rest;

(f) using appropriate equipment and safety gear;

(g) complying with all rules and regulations of swimming facilities and open water locations;

(h) making independent safety decisions; and

(i) seeking immediate medical attention if you experience any injury or medical emergency.

5.7. Strength and Conditioning and Other Sports. The App may include strength and conditioning and dryland exercises, and training for other sports such as triathlon, running or cycling. This clause 5 applies to them as it does to swimming. Use proper technique, suitable equipment and a safe space, and stop if you feel pain or discomfort.

5.8. Pregnancy, Postnatal and Menopause. If you are pregnant or have recently given birth, talk to your doctor or midwife before starting or changing your training. The App's life-stage questions help us suggest suitable workouts and flag plans that may not suit you, but they are not medical advice and do not replace your doctor's or midwife's advice.

6. APP AVAILABILITY AND TECHNICAL MATTERS

6.1. App Availability. The Company makes commercially reasonable efforts to ensure that the App is available at all times. However, the Company does not guarantee that the App or any Services will be available without interruption or will be error-free. The App or Services may be temporarily unavailable due to:

(a) scheduled or emergency maintenance;

(b) updates or modifications to the App;

(c) failures or delays in telecommunications, internet, or hosting services;

(d) factors beyond the Company's reasonable control, including force majeure events; or

(e) security reasons or to prevent harm to the Company, the App, other Users, or third parties.

6.2. Modifications to the App. The Company reserves the right to modify, update, or discontinue the App or any Services at any time. The Company's liability for such modifications is set forth in the Jurisdiction-Specific Terms for your User Location.

6.3. Third-Party Services and Devices. Your ability to access and use the App depends on your mobile device, operating system, internet connection, and other factors outside the Company's control. You are solely responsible for:

(a) obtaining and maintaining a compatible mobile device and operating system;

(b) obtaining internet access and paying all fees associated with such access; and

(c) ensuring that your device and software are compatible with the App.

6.4. App Store Compliance. If you downloaded the App from the Apple App Store or Google Play Store, your use of the App is also subject to the applicable app store's terms of service. In the event of a conflict between these Terms and the applicable app store's terms of service, these Terms will control with respect to your relationship with the Company, but the app store's terms will control with respect to your relationship with the app store.

7. SERVICES AND FEATURES

7.1. Swimming Workouts and Training Programs. The App provides access to individual swimming workouts, multi-week training programs, and coaching advice prepared by experienced swimming professionals as well as training plans and coaching generated by the AI Features (see clause 7.8). These workouts and programs are intended for personal use only and may not be copied, distributed, sold, or used for any commercial purpose without the Company's prior written consent. The Company reserves the right to add, modify, or remove workouts and training programs at any time.

7.2. Workout Tracking and Statistics. The App allows you to track your swimming sessions, monitor your performance statistics, and view your progress over time. The App uses various methods to calculate metrics such as distance, duration, calories burned, and “steps.” You acknowledge that:

(a) **Calories Calculation**. Calories burned are calculated using the MET method (Metabolic Equivalent of Task). The formula used is: Total calories burned = Duration in minutes × (MET × 3.5 × body weight in kg) / 200. If you have not provided your weight, the App uses average values.

(b) **Steps Calculation**. “Steps” are a common unit of measurement used to compare different types of workouts and activities. For swimming, the formula used is: Steps = Duration × Stroke value.

(c) **Accuracy Disclaimer**. All metrics, calculations, and statistics provided by the App are estimates and may not be accurate. The Company does not guarantee the accuracy,

reliability, or completeness of any data, metrics, or statistics. You should not rely solely on the App for measuring your fitness, performance, or health.

7.3. Community Features. Where your version of the App offers them, the App provides community features that allow Users to connect, share information, and interact with each other, including:

(a) **User Profiles**. Each User has a profile that may display information such as username, profile picture, location, workout statistics, and other information the User chooses to share. Where profiles are offered, they are set to "public" by default, meaning they are visible to other Users. You may change your profile privacy settings at any time in your Account settings.

(b) **Following Other Users**. You may "follow" other Users to easily view their profiles and activities.

(c) **Leaderboard**. Where a Leaderboard is offered, it allows you to view your ranking compared to other Users based on distance swum. You can filter the Leaderboard by friends, city, country, or world. All Users who use the App are displayed on the Leaderboard, and you cannot opt out of appearing on the Leaderboard, except as described in our Privacy Policy. By using the App, you acknowledge and consent to your username and swimming statistics being visible to other Users through the Leaderboard.

7.4. Groups. Where Groups are offered, the App allows Users to create and join Groups:

(a) **Public and Private Groups**. Groups may be designated as "public" (searchable and visible to all Users) or "private" (not searchable and visible only to members). You may search for public Groups using the search bar in the App.

(b) **Creating a Group**. Any User may create a Group. The User who creates a Group becomes the Administrator of that Group.

(c) **Group Administrator Rights**. Administrators have the right to manage their Group, including the right to edit Group information, add or remove members, post content, and delete the Group. Administrators are expected to ensure that Group members comply with these Terms (including the Content Standards). However, Administrators are not Company employees or agents, and the Company is not responsible for any acts or omissions of Administrators or Group members.

(d) **Joining and Leaving Groups**. You may join any public Group or any private Group to which you have been invited. You may leave any Group at any time. If you are removed from a Group by an Administrator, you may not rejoin that Group without the Administrator's permission.

(e) **Company's Role**. The Company does not control, endorse, or assume responsibility for any Group, including its creation, membership, content, management, or deletion. The Company reserves the right to remove, suspend, or terminate any Group or any Group member if the Company determines, in its sole discretion, that the Group or member has violated these Terms.

7.5. Events. Where offered, the App allows Users to create, join, and participate in Events:

(a) **Types of Events**. Events may include in-person swimming events (such as open water swims, competitions, or social swims), virtual events, or challenges. Events may be organized by the Company, by Users, or by third parties.

(b) **Company-Organized Events**. From time to time, the Company may organize or sponsor Events. If the Company organizes an Event, additional terms and conditions specific to that Event will be provided to participants and will be incorporated into these Terms by reference.

(c) **User-Organized Events**. Any User may create an Event through the App. The User who creates an Event becomes the Administrator of that Event and is solely responsible for organizing and managing the Event, including determining the Event details, managing participants, and ensuring participant safety.

(d) **Event Administrator Rights**. Event Administrators have the right to manage their Event, including the right to edit Event information, invite or remove participants, post content, and cancel the Event. Event Administrators are expected to ensure that Event participants comply with these Terms. However, Event Administrators are not Company employees or agents, and the Company is not responsible for any acts or omissions of Event Administrators or Event participants.

(e) **Third-Party Events**. Some Events displayed in the App may be organized by third parties unaffiliated with the Company. The Company does not endorse, control, or assume any responsibility for third-party Events.

(f) **Participation at Your Own Risk**. THE SPECIFIC RISKS, RELEASES, WAIVERS, AND INDEMNIFICATION OBLIGATIONS APPLICABLE TO EVENTS ARE SET FORTH IN THE JURISDICTION-SPECIFIC TERMS FOR YOUR USER LOCATION.

(g) **Company's Role**. Except with respect to Events organized directly by the Company, the Company's role is limited to providing a platform to facilitate the creation and promotion of Events. The Company does not control, endorse, or assume responsibility for any Event (including its organization, safety measures, or cancellation) or any Event participant. The Company reserves the right to remove, suspend, or terminate any Event or any Event participant if the Company determines, in its sole discretion, that the Event or participant has violated these Terms.

(h) **Event Cancellations and Changes**. The Company, Event Administrators, or third-party organizers may cancel, postpone, or modify an Event at any time for any reason, including due to weather, safety concerns, or insufficient participation. The Company's liability for Event cancellations is set forth in the Jurisdiction-Specific Terms for your User Location.

7.6. Third-Party Integrations and Connected Devices. The App may allow you to connect and synchronize data with third-party applications, services, and devices (such as Garmin Connect,

Apple Health and Apple Watch, COROS, Suunto, Strava, and others, where available) (collectively, "**Third-Party Services**"):

(a) **Authorization Required**. To enable synchronization, you must authorize the App to access your data on the Third-Party Service and authorize the Third-Party Service to share data with the App. The scope of data shared depends on the Third-Party Service and may include workout data, swimming data, heart rate, distance, calories burned, and other information.

(b) **Data Synchronization**. Once authorized, the App may automatically collect and store certain data from the Third-Party Service (including workouts saved on the Third-Party Service and swimming data from the last 30 days). Conversely, the App may transfer workout data from the App to the Third-Party Service.

(c) **Revoking Authorization**. You may revoke the authorization to synchronize data at any time through your Account settings or through the Third-Party Service's settings. Revoking authorization will stop future data synchronization but will not delete data that has already been synchronized. If you wish to delete synchronized data, you must do so manually within the App.

(d) **Third-Party Terms Apply**. Your use of Third-Party Services is subject to the third party's terms of service and privacy policy. The Company is not responsible for any Third-Party Services, including their content, accuracy, availability, data practices, or compliance with applicable laws. The Company is not liable for any loss, damage, or issues arising from your use of Third-Party Services or from data synchronization with Third-Party Services.

7.7. Health Content. The App may provide access to health and wellness tips, articles, and recommendations. Some of this content may be provided by third-party partners, including Partners on Club pages, and may be available only in certain languages. You acknowledge that:

(a) health and wellness content is for informational purposes only and does not constitute medical advice;

(b) the Company is not responsible for the accuracy, completeness, or reliability of any health content, including content provided by third parties; and

(c) you should consult a healthcare professional before relying on any health information or making any health-related decisions.

7.8. Bubble and Other AI Features. The App uses artificial intelligence to build and update training plans, to write a daily comment on your home screen and to power "Bubble," an AI swim coach you can chat with (together, the "**AI Features**"). The AI Features run on Claude, an AI model made by Anthropic, provided to us by Amazon Web Services in the European Union. You acknowledge and agree that:

(a) Bubble is an AI, not a person, and the App says so at the start of each chat. The AI Features can make mistakes, so check anything important and use your own judgment before following any suggestion;

(b) Bubble is a training coach, not a doctor. She can adapt your training around an injury or life stage you tell her about, but she does not diagnose or treat any condition, and she will suggest that you see a doctor or other professional when needed. Clause 5 applies to everything the AI Features suggest;

(c) the AI Features use your personal information as described in our Privacy Policy. We ask for your permission in the App before your information is first sent to the AI Features, and you can switch Bubble off at any time in My Account; the rest of the App keeps working without her;

(d) Bubble keeps notes between chats so you don't have to repeat yourself. You can read and clear her memory, delete your conversations and switch her off at any time in My Account. With your separate permission, given by a box on Bubble's permission screen or at any time in My Account, our team may read your conversations under a pseudonym to improve Bubble;

(e) chatting with Bubble uses Credits (see clause 3.5);

(f) you must not use the AI Features to seek a medical diagnosis or treatment, to try to make them produce harmful, unlawful, sexual or hateful content, to get around their safeguards or limits, on behalf of anyone else or for any commercial purpose, or to submit another person's personal information without their permission. You must also comply with the usage policy of our AI provider, Anthropic (available at www.anthropic.com/legal/aup), which applies to the AI Features. We may limit or suspend your access to the AI Features if you do not;

(g) your conversations with Bubble are private: they are not shared with other Users and are not User Content for the purposes of clause 8.1. You may use what the AI Features produce for you for your own personal training. Outputs may be similar to those produced for other Users, and we do not guarantee that they are accurate, complete or suitable for you; and

(h) the AI Features may not be available in every version of the App or in every country, and may change as the technology develops, subject to the Jurisdiction-Specific Terms for your User Location.

7.9. Clubs. The App includes pages run with partners such as swimming federations, clubs, brands and event organizers ("Partners"), where you can follow a Partner's club or community (a "**Club**"). You acknowledge and agree that:

(a) Partners are responsible for the content they provide on Club pages, including any training or health advice. We do not endorse it, and clauses 5 and 7.7 apply to it;

(b) a Club page may link to a Partner's shop or to an event registration site run by a Partner or another platform (for example Njuko or Active Network). Anything you buy or register for there is between you and the Partner or platform, under their terms, and we are not a party to it;

(c) we may receive a commission when you buy from a Partner through a link in the App, and Partners may pay us to feature or run their Club page. We will make it clear in the App when a link is an affiliate link or a Club page is sponsored;

(d) following a Club does not share your name or contact details with the Partner, which receives only anonymous figures about its Club. Where a Club offers it, Users may choose to share their name and email with the Partner by ticking a box when following the Club; this is optional, and you can withdraw at any time, as described in our Privacy Policy; and

(e) we may add, change or remove Clubs at any time.

8. USER CONTENT AND COMMUNITY STANDARDS

8.1. User Content License Grant. The App allows you to upload, post, and share User Content, including but not limited to profile information, photographs, videos, comments, workout data, and messages. By uploading or submitting User Content to the App, you grant to the Company and its affiliates, successors, and assigns a worldwide, non-exclusive, royalty-free, fully paid-up, transferable, sublicensable license to use, reproduce, distribute, prepare derivative works of, display, perform, and otherwise exploit your User Content in connection with the App and the Company's business, including for purposes of operating, providing, promoting, and improving the Services. The survival and scope of this license is set forth in the Jurisdiction-Specific Terms for your User Location. This license does not cover your conversations with Bubble or any health information you give us, which we use only to provide the Services, as described in clause 7.8 and our Privacy Policy.

8.2. Content Standards. You are solely responsible for your User Content and the consequences of posting or publishing it. By uploading User Content, you represent and warrant that:

(a) you own or have obtained all necessary rights, licenses, consents, and permissions to grant the license set forth in clause 8.1;

(b) your User Content does not and will not infringe, violate, or misappropriate any third party's intellectual property rights, privacy rights, publicity rights, or other proprietary or legal rights;

(c) your User Content complies with these Terms and all applicable laws and regulations;

(d) your User Content is not and will not be false, misleading, defamatory, harassing, threatening, hateful, discriminatory, pornographic, obscene, or otherwise objectionable; and

(e) your User Content does not and will not contain any viruses, malware, or other harmful code.

8.3. Prohibited Conduct. You agree that you will not, and will not encourage or enable any third party to:

(a) upload, post, transmit, or otherwise make available any User Content that:

(i) is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;

(ii) infringes any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;

(iii) contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;

(iv) promotes or provides instructional information about illegal activities, promotes physical harm or injury against any group or individual, or promotes any act of cruelty to animals;

(v) impersonates any person or entity, including any employee or representative of the Company, or falsely states or otherwise misrepresents your affiliation with a person or entity;

(vi) contains personal information of any third party, including address, phone number, email address, Social Security number, credit card information, or any other information that could be used to track, contact, or impersonate that individual, unless you have that individual's express permission; or

(vii) solicits personal information from anyone under the age of 18;

(b) use the App or Services for any commercial purpose or for the benefit of any third party without the Company's prior written consent;

(c) use the App or Services in any manner that could disable, overburden, damage, or impair the App or interfere with any other User's use of the App;

(d) use any robot, spider, scraper, or other automated means to access the App or collect information from the App;

(e) attempt to gain unauthorized access to any portion of the App, other Users' Accounts, or any systems or networks connected to the App;

(f) use the App or Services to transmit any unsolicited or unauthorized advertising, promotional materials, spam, or any other form of solicitation;

(g) use the App or Services to stalk, harass, threaten, or harm another User or any third party;

(h) reproduce, duplicate, copy, sell, resell, or exploit any portion of the App or Services without the Company's prior written consent;

(i) remove, alter, or obscure any copyright, trademark, or other proprietary rights notices on or in the App;

(j) use the App or Services in any way that violates any applicable federal, state, local, or international law or regulation; or

(k) encourage or enable any other User or third party to do any of the foregoing.

8.4. Monitoring and Enforcement. The Company has the right, but not the obligation, to:

(a) monitor, review, or edit User Content;

(b) remove, disable access to, or modify any User Content that the Company determines, in its sole discretion, violates these Terms or is otherwise objectionable;

(c) terminate or suspend your access to all or part of the App or Services if you violate these Terms;

(d) report any User Content or conduct to law enforcement authorities or cooperate with law enforcement investigations;

(e) disclose your identity or other information about you to any third party who claims that User Content posted by you violates their rights, including their intellectual property rights or their right to privacy; and

(f) take any other action with respect to User Content or your use of the App that the Company deems necessary or appropriate in its sole discretion.

8.5. No Obligation to Monitor. The Company does not control or endorse any User Content and does not assume any responsibility for any User Content posted by you or any other User. The Company does not pre-screen User Content and is not responsible for screening or monitoring User Content. You acknowledge that the Company cannot ensure prompt removal of objectionable User Content after it has been posted. Accordingly, to the maximum extent permitted by law, the Company assumes no liability for any action or inaction regarding User Content.

8.6. Backup Your Content. You are solely responsible for creating backup copies of your User Content. The Company will not be liable for any loss or corruption of User Content.

8.7. Reporting Illegal Content. The procedures and requirements for reporting illegal or objectionable content are set forth in the Jurisdiction-Specific Terms for your User Location.

9. DMCA COPYRIGHT POLICY

Note: This section applies to Users in the United States and other jurisdictions where the Digital Millennium Copyright Act or equivalent copyright safe harbor provisions apply. EU/UK users should refer to the Jurisdiction-Specific Terms for content removal procedures.

9.1. Respect for Copyright. The Company respects the intellectual property rights of others and expects Users to do the same. It is the Company's policy to respond to clear notices of alleged copyright infringement in accordance with the Digital Millennium Copyright Act (17 U.S.C. § 512) ("**DMCA**").

9.2. DMCA Takedown Notices. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible through the App, you may notify the Company's designated DMCA agent by providing the following information in writing:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. a description of the copyrighted work that you claim has been infringed;
3. a description of where the material that you claim is infringing is located in the App, with sufficient detail that we can find it (including URL(s) if applicable);
4. your contact information, including your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

9.3. 3. Designated Agent. The Company's designated agent for notice of alleged copyright infringement is:

Joel Stratte-McClure
SSO Active
2315 Chestnut Street, Redding, CA 96001
Email: joelsm@mac.com
Phone: 310-869-4232

9.4. Counter-Notices. If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to law, to post and use the content, you may send a counter-notice to the designated agent containing the information required by applicable law.

9.5. Repeat Infringers. It is the Company's policy to terminate, in appropriate circumstances, the Accounts of Users who are repeat infringers of copyrights.

9.6. False Claims. You may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that User Content is infringing your copyright or that User Content was removed or disabled by mistake or misidentification.

10. EVENTS

Note: The specific assumption of risk, release, waiver, and indemnification provisions applicable to Events are set forth in the Jurisdiction-Specific Terms for your User Location.

10.1. Application. The Event-specific provisions apply to all Events in which you participate, whether organized by the Company, by another User, or by a third party.

10.2. Acknowledgment of Risks. Participation in any Event involves inherent and significant risks of injury, illness, or death, including but not limited to:

(i) all risks identified in clause 5 above, including drowning, cardiovascular events, musculoskeletal injuries, exhaustion, hypothermia, heat-related illnesses, and all other risks associated with swimming and athletic activities;

(ii) risks specific to open water swimming, including unpredictable conditions, currents, temperature, weather, aquatic life, and lack of immediate rescue or medical assistance;

(iii) risks associated with the Event location, including but not limited to conditions of the swimming venue, shore access, changing facilities, and surrounding areas;

(iv) risks arising from the conduct of other Event participants, spectators, volunteers, or third parties present at the Event;

(v) risks arising from inadequate Event organization, safety measures, supervision, or emergency response;

(vi) risks arising from defects in or failure of equipment, facilities, or safety devices;

(vii) risks of contracting communicable diseases or illnesses from other Event participants, volunteers, or attendees; and

(viii) all other risks inherent in swimming events and athletic competitions, whether foreseen or unforeseen.

10.3. User-Organized and Third-Party Events – Disclaimers. With respect to Events organized by Users or third parties (i.e., Events not organized by the Company):

(i) The Company is not the organizer, sponsor, or host of such Events.

(ii) The Company does not control, supervise, or monitor such Events.

(iii) The Company does not verify the qualifications, experience, or competence of Event organizers, administrators, or volunteers.

(iv) The Company does not inspect or approve Event locations, routes, safety measures, equipment, or emergency response plans.

(v) The Company is not responsible for Event cancellations, postponements, changes, or the accuracy of Event information displayed in the App.

(vi) You participate in User-organized and third-party Events at your own risk, subject to the specific risk allocation provisions in the Jurisdiction-Specific Terms for your User Location.

10.4. Your Responsibility to Assess Events. Before participating in any Event, you are solely responsible for:

(i) assessing your own fitness level, abilities, and health to participate in the Event;

(ii) evaluating the Event location, route, conditions, and safety measures;

(iii) determining whether the Event is appropriate for your skill level;

(iv) obtaining any necessary permissions, permits, or authorizations to participate;

(v) complying with all Event rules, requirements, and instructions from Event organizers;

(vi) bringing appropriate equipment, safety gear, and supplies;

(vii) arranging for your own transportation to and from the Event; and

(viii) obtaining adequate health and accident insurance coverage.

10.5. Emergency Contact and Medical Information. For any Event, you are responsible for providing accurate emergency contact information and medical information as requested by Event organizers. You consent to Event organizers, emergency personnel, and medical providers contacting your emergency contacts and taking any necessary medical action in the event of an emergency.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. Ownership. The App and all content, features, functionality, software, code, text, images, graphics, logos, trademarks, service marks, and other materials made available through the App (excluding User Content) (collectively, "**Company Content**") are owned by the Company or its licensors and are protected by applicable intellectual property laws. As between you and the Company, all right, title, and interest in and to the Company Content and the App, including all intellectual property rights therein, are and will remain the exclusive property of the Company and its licensors.

11.2. Trademarks. The Company's product or service names, logos, or slogans that may appear in the App are trademarks of the Company or its licensors and may not be copied, imitated, or used, in whole or in part, without the Company's prior written consent. All other trademarks, registered trademarks, product names, and company names or logos mentioned in the App are the property of their respective owners. Reference to any products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by the Company.

11.3. Restrictions on Use. You may not:

(a) reproduce, distribute, publicly display, publicly perform, modify, create derivative works from, or otherwise exploit any Company Content or the App, except as expressly authorized by these Terms;

(b) use any Company Content for commercial purposes without the Company's prior written consent;

(c) remove, alter, or obscure any copyright, trademark, or other proprietary rights notice from any Company Content; or

(d) use any metatags or other "hidden text" utilizing the Company's name or trademarks without the Company's prior written consent.

11.4. Feedback. If you provide the Company with any feedback, suggestions, or ideas regarding the App or Services ("**Feedback**"), you grant to the Company a worldwide, perpetual, irrevocable, royalty-free license to use, disclose, reproduce, license, distribute, and exploit such Feedback without restriction and without compensation to you.

12. THIRD-PARTY LINKS AND SERVICES

12.1. Third-Party Links. The App may contain links to third-party websites, services, or resources that are not owned or controlled by the Company, including links to Third-Party Services. These links are provided for your convenience only.

12.2. No Endorsement. The Company does not endorse and is not responsible or liable for any third-party websites, services, resources, content, advertising, products, or other materials on or available from such websites or resources. The Company makes no representations or warranties regarding any third-party websites or resources.

12.3. Third-Party Terms Apply. Your use of any third-party websites, services, or resources is governed by the terms and conditions and privacy policies of those third parties. You acknowledge and agree that the Company will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any third-party websites, services, resources, content, goods, or services.

12.4. Links to the App. You may link to the homepage of the App, provided you do so in a way that is fair and legal and does not damage the Company's reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on the Company's part where none exists. The Company reserves the right to withdraw linking permission at any time without notice.

12.5. Partner Shops and Event Registration. Club pages and Events may link to Partners' shops and to event registration sites run by third parties, such as Njuko or Active Network. Purchases and registrations you make there are with that third party, under its terms and privacy policy.

13. DISCLAIMERS OF WARRANTIES

13.1. AS IS / AS AVAILABLE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APP AND ALL SERVICES, CONTENT, FEATURES, FUNCTIONS, AND MATERIALS MADE AVAILABLE THROUGH THE APP ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

13.2. Disclaimer of All Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, AND SUPPLIERS (COLLECTIVELY, "**COMPANY PARTIES**") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO:

(a) ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, OR ACCURACY;

(b) ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE;

(c) ANY WARRANTIES THAT THE APP OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS;

(d) ANY WARRANTIES REGARDING THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF ANY CONTENT, DATA, INFORMATION, OR SERVICES PROVIDED THROUGH THE APP;

(e) ANY WARRANTIES THAT DEFECTS OR ERRORS IN THE APP WILL BE CORRECTED; and

(f) ANY WARRANTIES REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APP OR SERVICES OR THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE APP.

13.3. No Reliance. YOU ACKNOWLEDGE AND AGREE THAT:

(a) THE COMPANY DOES NOT WARRANT THAT THE APP WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS;

(b) ANY CONTENT, DATA, OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE APP IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH CONTENT, DATA, OR INFORMATION;

(c) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH THE APP WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN; and

(d) THE COMPANY IS NOT RESPONSIBLE FOR ANY DAMAGE OR LOSS CAUSED BY YOUR RELIANCE ON ANY CONTENT, DATA, INFORMATION, ADVICE, OR RECOMMENDATIONS PROVIDED THROUGH THE APP.

13.4. Jurisdiction-Specific Provisions. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you to the

extent prohibited by law. Additional warranty protections applicable to users in specific jurisdictions are set forth in the Jurisdiction-Specific Terms.

14. LIMITATION OF LIABILITY

14.1. General Provisions. The specific exclusions of damages and caps on liability applicable to you are set forth in the Jurisdiction-Specific Terms for your User Location.

14.2. Basis of the Bargain. YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS FORM AN ESSENTIAL BASIS OF THE AGREEMENT BETWEEN YOU AND THE COMPANY.

14.3. Jurisdiction-Specific Provisions. Some jurisdictions do not allow the exclusion or limitation of certain damages. The specific limitations applicable to you are set forth in the Jurisdiction-Specific Terms for your User Location.

15. INDEMNIFICATION

15.1. Your Indemnification Obligation. The scope and nature of your indemnification obligations are set forth in the Jurisdiction-Specific Terms for your User Location.

15.2. Defense of Claims. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with the Company in asserting any available defenses. You will not settle any claim subject to this indemnification without the Company's prior written consent.

15.3. Survival. Your indemnification obligations under these Terms will survive termination of these Terms and termination of your Account to the extent set forth in the Jurisdiction-Specific Terms for your User Location.

16. MODIFICATION AND TERMINATION

16.1. Modifications to the App or Services. The Company reserves the right at any time to modify, suspend, or discontinue, temporarily or permanently, the App or any Services (or any part thereof). The Company's liability for such modifications is set forth in the Jurisdiction-Specific Terms for your User Location.

16.2. Changes to Terms. The Company's right to modify these Terms is set forth in clause 2.12 above and in the Jurisdiction-Specific Terms for your User Location.

16.3. Termination by You. You may stop using the App and delete your Account at any time in accordance with clause 4.4 above. If you have a Subscription, you should cancel your Subscription before deleting your Account. The effects of cancellation and termination are set forth in the Jurisdiction-Specific Terms for your User Location.

16.4. Termination or Suspension by Company. The Company may, in its sole discretion, terminate or suspend your Account and your access to all or part of the App or Services. The grounds for and effects of such termination or suspension are set forth in the Jurisdiction-Specific Terms for your User Location.

16.5. Effect of Termination. The provisions that survive termination are set forth in the Jurisdiction-Specific Terms for your User Location.

17. DISPUTE RESOLUTION

The specific dispute resolution procedures, including any arbitration requirements, class action waivers, jury trial waivers, and informal dispute resolution requirements, are set forth in the Jurisdiction-Specific Terms for your User Location.

18. GOVERNING LAW AND JURISDICTION

The governing law, venue, and jurisdiction applicable to these Terms are set forth in the Jurisdiction-Specific Terms for your User Location, as determined by your User Location.

19. GENERAL PROVISIONS

19.1. Entire Agreement. These Terms, together with the Privacy Policy, the applicable Jurisdiction-Specific Terms, and any additional terms or policies incorporated by reference, constitute the entire agreement between you and the Company regarding the subject matter hereof and supersede all prior or contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

19.2. Severability. If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect. The invalid, illegal, or unenforceable provision will be deemed modified to the extent necessary to make it valid, legal, and enforceable while preserving its intent or, if such modification is not possible, will be severed from these Terms.

19.3. Waiver. No waiver of any provision of these Terms will be deemed or will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver unless otherwise expressly provided. The Company's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

19.4. Assignment. You may not assign, transfer, or delegate these Terms or any of your rights or obligations hereunder, whether by operation of law or otherwise, without the Company's prior written consent. Any attempted assignment, transfer, or delegation in violation of this clause will be null and void. The Company may assign, transfer, or delegate these Terms or any of its rights or obligations hereunder without restriction and without notice to you. Subject to the foregoing, these Terms will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

19.5. No Third-Party Beneficiaries. These Terms are for the sole benefit of you and the Company and do not confer any third-party beneficiary rights upon any other person or entity, except that the Company Parties are intended third-party beneficiaries of the disclaimers, limitations of liability, releases, waivers, and indemnities set forth in these Terms.

19.6. Force Majeure. The Company will not be liable for any failure or delay in performance of its obligations under these Terms to the extent such failure or delay is caused by circumstances beyond the Company's reasonable control, including but not limited to acts of God, natural

disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, epidemics, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

19.7. Notices. The Company may provide notices to you via email to the email address associated with your Account, by posting notices on the App, or by in-app notification. You agree that all agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications be in writing. Notices to the Company must be sent to the contact address provided in clause 20 below.

19.8. Electronic Communications. By using the App, you consent to receive electronic communications from the Company, including emails, push notifications, text messages, and messages posted on the App. You agree that all agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications be in writing.

19.9. Export Control. You may not use, export, re-export, import, or transfer the App except as authorized by applicable law. By using the App, you represent and warrant that you are not located in a country that is subject to applicable government embargo or that has been designated as a "terrorist supporting" country, and you are not listed on any applicable government list of prohibited or restricted parties.

19.10. App Store Additional Terms. If you downloaded the App from the Apple App Store or Google Play Store, the following additional terms apply:

(a) These Terms are between you and the Company only, not with Apple Inc. or Google LLC.

(b) Your use must comply with the applicable app store's terms of service.

(c) Apple and Google: (i) have no maintenance or support obligations; (ii) are not responsible for any claims relating to the App, including product liability, regulatory compliance, consumer protection, or IP infringement claims; and (iii) are third-party beneficiaries of these Terms with the right to enforce them against you.

(d) The Company is solely responsible for the App and its content, including any IP infringement claims.

19.11. Language. These Terms are drafted in English. If these Terms are translated into any other language, the English language version will control in the event of any conflict or inconsistency, except where the Jurisdiction-Specific Terms provide otherwise.

20. CONTACT INFORMATION

20.1. Company Contact Information. If you have any questions, concerns, or complaints regarding these Terms, the App, or the Services, please contact the Company at:

SSO Active

12 rue Fernand Léger

91440 Bures-sur-Yvette, France

Support: contact@openswim.fr or in-app contact form

20.2. Copyright Notices. For notices of alleged copyright infringement (for users in jurisdictions where DMCA applies), please see clause 9.3 above.

20.3. Reporting Illegal Content. The procedures for reporting illegal or objectionable content are set forth in the Jurisdiction-Specific Terms for your User Location.

*

APPENDIX: JURISDICTION-SPECIFIC TERMS

Application: The following Jurisdiction-Specific Terms apply to you based on your User Location (as defined in clause 2.3 of the General Terms). In the event of any conflict between the General Terms and the Jurisdiction-Specific Terms, the Jurisdiction-Specific Terms will control.

Contracting Entity and Applicable Law Table

User Location	Contracting Entity	Governing Law	Additional Terms
European Economic Area, Switzerland	SSO Active	France	EU/UK Specific Terms
United Kingdom	SSO Active	France	EU/UK Specific Terms
United States	SSO Active	New York, USA	U.S./Rest of World Specific Terms
Rest of World (excluding European Economic Area, Switzerland, United Kingdom)	SSO Active	New York, USA	U.S./Rest of World Specific Terms

PART A: U.S./REST OF WORLD SPECIFIC TERMS

Application: These terms apply to all users whose User Location is in the United States or the Rest of World (i.e., any location outside the European Economic Area and United Kingdom).

IMPORTANT NOTICE FOR U.S./REST OF WORLD USERS: THESE TERMS CONTAIN AN ASSUMPTION OF RISK, A RELEASE OF LIABILITY, AN AGREEMENT NOT TO SUE, A LIMITATION ON DAMAGES, AN INDEMNIFICATION OBLIGATION, A WAIVER OF CLASS ACTIONS, AND A WAIVER OF JURY TRIAL. PLEASE READ THESE PROVISIONS CAREFULLY.

1. Changes to Terms – Effectiveness

For users in the U.S./Rest of World, any changes to these Terms will become effective immediately upon posting (and, in the case of a material change, upon notification to you), for both new users and existing users. Your continued use of the App after the effective date of any changes constitutes your acceptance of the revised Terms. If you do not agree to any modifications, you must immediately stop using the App and may delete your account.

2. Assumption of Risk – Swimming and Training

2.1. YOU EXPRESSLY ACKNOWLEDGE AND ASSUME ALL RISKS ASSOCIATED WITH SWIMMING AND ATHLETIC TRAINING, INCLUDING BUT NOT LIMITED TO:

(a) drowning, near-drowning, and other water-related injuries;

(b) cardiovascular events, including heart attack, stroke, and cardiac arrest;

(c) musculoskeletal injuries, including strains, sprains, fractures, and overuse injuries;

(d) exhaustion, dehydration, hypothermia, and heat-related illnesses;

(e) collisions with other swimmers, objects, or pool walls;

(f) injuries caused by slipping, falling, or diving;

(g) exacerbation of pre-existing medical conditions;

(h) injuries from strength and conditioning, dryland exercises, running, cycling or other sports included in the App;

(i) illness or infection contracted in or around swimming facilities; and

(j) any other risks inherent in swimming and athletic activities, whether foreseen or unforeseen.

3. Release of Liability for Safety Information

3.1. To the maximum extent permitted by law, you release and discharge the Company, its affiliates, and its and their respective officers, directors, employees, contractors, agents, and representatives (collectively, "**Company Released Parties**") from any and all claims, demands, losses, damages, rights, and causes of action of any kind arising out of or relating to your use or reliance on any safety information, recommendations, or advice provided through the App, even if arising from the negligence (whether sole, joint, or concurrent), gross negligence, or strict liability of any Company Released Party.

4. Events – Assumption of Risk, Release, and Indemnification

4.1. Assumption of Risk. YOU VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ALL RISKS ASSOCIATED WITH YOUR PARTICIPATION IN ANY EVENT, INCLUDING ALL RISKS DESCRIBED IN CLAUSE 10.2 OF THE GENERAL TERMS, WHETHER CAUSED BY THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT) OF THE COMPANY OR ANY OTHER RELEASED PARTY, OR OTHERWISE. YOU ACKNOWLEDGE THAT THE COMPANY HAS ADVISED YOU OF THESE RISKS, AND YOU FREELY AND VOLUNTARILY CHOOSE TO PARTICIPATE IN THE EVENT WITH FULL KNOWLEDGE AND ASSUMPTION OF THESE RISKS.

4.2. Release and Waiver of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU, ON BEHALF OF YOURSELF AND YOUR HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, AND ASSIGNS (COLLECTIVELY, "**RELEASING PARTIES**"), HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE THE COMPANY, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OWNERS,

OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, SPONSORS, EVENT ORGANIZERS (WHETHER THE COMPANY, USERS, OR THIRD PARTIES), EVENT ADMINISTRATORS, VOLUNTEERS, AND INSURERS (COLLECTIVELY, "**RELEASED PARTIES**") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN ANY EVENT, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, EMOTIONAL DISTRESS, OR ECONOMIC LOSS, WHETHER CAUSED BY THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), GROSS NEGLIGENCE, OR STRICT LIABILITY OF ANY RELEASED PARTY, OR OTHERWISE, EXCEPT TO THE EXTENT SUCH CLAIMS ARISE SOLELY FROM THE WILLFUL MISCONDUCT OR FRAUD OF THE APPLICABLE RELEASED PARTY.

4.3. Waiver of Unknown Claims Statutes. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY EXPRESSLY WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS UNDER ANY STATE OR FEDERAL STATUTE, REGULATION, OR PRINCIPLE OF COMMON LAW THAT PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, INCLUDING BUT NOT LIMITED TO:

(a) CALIFORNIA CIVIL CODE SECTION 1542;

(b) MONTANA CODE ANNOTATED SECTION 28-1-1602;

(c) NORTH DAKOTA CENTURY CODE SECTION 9-13-02; and

(d) SOUTH DAKOTA CODIFIED LAWS SECTION 20-7-11.

YOU ACKNOWLEDGE THAT YOU MAY HEREAFTER DISCOVER CLAIMS OR FACTS IN ADDITION TO OR DIFFERENT FROM THOSE WHICH YOU NOW KNOW OR BELIEVE TO EXIST WITH RESPECT TO THE SUBJECT MATTER OF THIS RELEASE, BUT IT IS YOUR INTENTION TO FULLY, FINALLY, AND FOREVER RELEASE ALL SUCH MATTERS, AND ALL CLAIMS RELATED THERETO, WHICH DO NOW EXIST, MAY EXIST, OR HERETOFORE HAVE EXISTED.

4.4. Indemnification for Events. You agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs of defense) arising out of or relating to:

(i) your participation in any Event;
(ii) your breach of any representation, warranty, or obligation in these Terms;
(iii) your violation of any applicable law or regulation in connection with any Event;
(iv) any injury, illness, death, or property damage caused by you to any other Event participant, spectator, volunteer, or third party; or

(v) any claim by any third party arising out of or relating to your participation in any Event.

5. User Content License – Survival

For U.S./Rest of World users, the license granted in clause 8.1 of the General Terms will survive termination of these Terms and termination of your Account to the extent your User Content has been shared with or incorporated into other Users' content or the Services.

6. Limitation of Liability – U.S./Rest of World

6.1. Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF (OR INABILITY TO USE) THE APP OR SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR:

(a) LOST PROFITS, LOST REVENUE, LOST SAVINGS, OR LOST BUSINESS OPPORTUNITY;

(b) LOSS OF DATA OR LOSS OF USE OF DATA;

(c) LOSS OF GOODWILL OR REPUTATION;

(d) PERSONAL INJURY, ILLNESS, OR DEATH (EXCEPT TO THE EXTENT CAUSED SOLELY BY THE COMPANY'S WILLFUL MISCONDUCT OR FRAUD);

(e) PROPERTY DAMAGE;

(f) EMOTIONAL DISTRESS OR PAIN AND SUFFERING;

(g) COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; or

(h) ANY OTHER INTANGIBLE LOSSES,

WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2. Cap on Liability – Free Users. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IF YOU ARE A USER OF THE FREE TIER (I.E., YOU HAVE NOT PURCHASED A SUBSCRIPTION OR ANY PAID SERVICES), THE TOTAL AGGREGATE LIABILITY OF THE COMPANY PARTIES TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE APP OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED ONE HUNDRED DOLLARS ($100.00).

6.3. Cap on Liability – Paid Users. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IF YOU ARE A USER WHO HAS PURCHASED A SUBSCRIPTION OR ANY PAID SERVICES, THE TOTAL AGGREGATE LIABILITY OF THE COMPANY PARTIES TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE APP OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY YOU TO THE COMPANY FOR THE SUBSCRIPTION OR PAID SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

7. Indemnification – U.S./Rest of World

You agree to indemnify, defend, and hold harmless the Company Parties from and against any and all claims, demands, actions, suits, proceedings, liabilities, judgments, damages, losses, costs, and expenses (including reasonable attorneys' fees and costs of litigation) arising out of or relating to:

(i) your use of or inability to use the App or Services;
(ii) your User Content;
(iii) your breach of these Terms or any representation or warranty contained herein;
(iv) your violation of any applicable law, regulation, or third-party right, including but not limited to any intellectual property right, privacy right, or publicity right;
(v) your participation in any Event;
(vi) any injury, illness, death, or property damage caused by you to any third party;
(vii) your interaction with any other User or third party through the App; or
(viii) any claim that your User Content caused damage to a third party.

8. Dispute Resolution – U.S./Rest of World

8.1. Informal Dispute Resolution. If you have any dispute with the Company arising out of or relating to these Terms or your use of the App or Services, you agree to first contact the Company at contact@openswim.fr and attempt to resolve the dispute informally. The Company will attempt to resolve the dispute informally by contacting you via email. If a dispute is not resolved within sixty (60) days after submission, you or the Company may bring a formal proceeding in accordance with clause 8.2 below.

8.2. Court Litigation. ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE APP OR SERVICES (INCLUDING ANY DISPUTE REGARDING THE EXISTENCE, VALIDITY, INTERPRETATION, BREACH, OR TERMINATION OF THESE TERMS OR ANY CLAIM FOR RESCISSION, REFORMATION, OR INDEMNIFICATION) (EACH, A "**DISPUTE**") THAT CANNOT BE RESOLVED INFORMALLY AS SET FORTH IN CLAUSE 8.1 IMMEDIATELY ABOVE WILL BE RESOLVED EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, NEW YORK, AND YOU HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTION TO VENUE IN SUCH COURTS OR THAT SUCH COURTS ARE AN INCONVENIENT FORUM.

8.3. Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AND THE COMPANY EACH HEREBY KNOWINGLY, VOLUNTARILY, AND

INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE APP OR SERVICES. THIS WAIVER APPLIES TO ANY ACTION, SUIT, OR PROCEEDING WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE.

8.4. Waiver of Class Actions. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND THE COMPANY AGREE OTHERWISE IN WRITING, THE COURT MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. THE COURT MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

8.5. Time Limit for Claims. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE APP OR SERVICES MUST BE FILED WITHIN TWO (2) YEARS AFTER THE CLAIM OR CAUSE OF ACTION AROSE; OTHERWISE, SUCH CLAIM OR CAUSE OF ACTION IS PERMANENTLY BARRED.

This limitation period may not be enforceable in all jurisdictions. In jurisdictions where this contractual limitation is unenforceable, the applicable statutory limitation period will apply.

8.6. Injunctive Relief. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's intellectual property rights or confidential information.

9. Governing Law and Venue – U.S./Rest of World

9.1. Governing Law. These Terms and any Dispute will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law that would require or permit the application of the laws of any other jurisdiction.

9.2. Venue. Subject to clause 8 above, any legal action or proceeding arising out of or relating to these Terms or your use of the App or Services will be brought exclusively in the state or federal courts located in New York County, New York. You irrevocably consent to the personal jurisdiction of such courts and waive any objection to the laying of venue in such courts or that such courts are an inconvenient forum.

9.3. International Use. The App is provided for use by persons located in the United States and other jurisdictions outside the European Economic Area and United Kingdom. The Company makes no

representation that the App or any Content is appropriate or available for use in all locations. If you access the App from a location where such access or use is prohibited, you do so at your own initiative and are solely responsible for compliance with local laws.

10. Termination and Suspension – U.S./Rest of World

10.1. Termination or Suspension by Company. The Company may, in its sole discretion and without prior notice, terminate or suspend your Account and your access to all or part of the App or Services, for any reason or no reason, including but not limited to if:

(a) you breach these Terms;

(b) you violate any applicable law or regulation;

(c) your conduct is harmful to the Company, other Users, or third parties;

(d) the Company suspects fraudulent, abusive, or illegal activity associated with your Account;

(e) the Company is required to do so by law or legal process; or

(f) the Company ceases to offer the App or Services.

10.2. Effect of Termination. Upon termination or suspension of your Account by either you or the Company:

(a) your right to access and use the App and Services will immediately cease;

(b) all licenses granted to you under these Terms will immediately terminate;

(c) you will remain liable for all obligations incurred prior to termination, including any outstanding Subscription fees;

(d) the Company may, but is not obligated to, delete your Account and all associated data, including your User Content; and

(e) the following provisions of these Terms will survive termination: clause 5 (Swimming Safety and Health), clause 8.1 (User Content License Grant), clause 9 (DMCA Copyright Policy), Part A clauses 2-4 (Assumption of Risk, Releases, and Indemnification for Events), clause 11 (Intellectual Property Rights), clause 13 (Disclaimers of Warranties), clause 19 (General Provisions), Part A clause 6 (Limitation of Liability), Part A clause 7 (Indemnification), Part A clause 8 (Dispute Resolution), Part A clause 9 (Governing Law and Venue), Part A clause 10 (Termination).

11. Refunds – U.S./Rest of World

Except as required by applicable law, all Subscription fees are non-refundable, including if you cancel your Subscription before the end of the subscription period. If you purchased your Subscription through the Apple App Store or Google Play Store, you may be entitled to a refund in accordance with Apple's or Google's refund policies. Please contact Apple or Google directly to request a refund. The Company does not issue refunds for subscriptions purchased through third-party app stores.

12. Account Security Liability – U.S./Rest of World

The Company will not be liable for any loss or damage arising from your failure to protect your Account credentials.

13. Modifications to Services – U.S./Rest of World

The Company will not be liable to you or any third party for any modification, suspension, or discontinuance of the App or Services, except as otherwise required by applicable consumer protection laws.

PART B: EU/UK SPECIFIC TERMS

Application: These terms apply to all users whose User Location is the European Economic Area, Switzerland, or in the United Kingdom (for simplicity, those jurisdictions are referred to as "**EU/UK**" in this Part B).

IMPORTANT NOTICE: You have specific consumer rights under applicable law that cannot be waived by contract. These Jurisdiction-Specific Terms are designed to comply with applicable consumer protection regulations.

1. Changes to Terms – Effectiveness for EU/UK Users

1.1. Effectiveness. For EU/UK users, we will tell you about material changes to these Terms in advance, by email or in the App, and ask you to accept the updated Terms in the App. Changes needed for legal or security reasons, or that are not to your disadvantage, may take effect sooner. If you do not accept the updated Terms, you may stop using the App and close your Account at any time and, if you have a Subscription, end it; where the law requires, you will receive a refund for the unused part of your Subscription.

1.2. Language. These Terms are available in English and French. For users whose User Location is in France, the French language version shall prevail in the event of any conflict or inconsistency between the two versions. For all other users, the English language version shall prevail.

2. Assumption of Risk and Liability – EU/UK

2.1. User's Responsibility. By accessing the App, you acknowledge:

(a) that it is up to you to take any measure you deem appropriate to ensure the security of your equipment and your own data, in particular against contamination by any virus and/or intrusion attempt of which you could be victim;

(b) that the information presented to you within the framework of the Services is for information purposes only and that it is your responsibility to verify that you can use it, in particular under the conditions referred to in clause 5 of the General Terms;

(c) that you are solely responsible for the decisions you make following the consultation of the App's Content, that it is recommended for you to consult other sources of information and to carry out your own research; and

(d) that the sources of the information disseminated on the App are deemed reliable but are not free of defaults, errors or omissions.

2.2. Company Liability Limitation. The Company shall not be held liable in the event of a User's failure to comply with these Terms. The Company shall also not be liable in the event of:

(a) any damage occurring during a workout session or an Event of any kind;

(b) loss, delay or error in data transmission while using the App;

(c) loss of information and Content available on the App;

(d) unavailability of the App or all or part of the Services;

(e) unavailability, interruption or malfunction of the synchronization, which also depends on the technical resources used by third-party partners; and

(f) in general, any direct or indirect damage resulting from the use of the App,

except where such liability is due to the Company's own negligence or failure to perform its obligations.

2.3. No Waiver of Consumer Rights. Nothing in these Terms shall exclude or limit the Company's liability for:

(i) death or personal injury caused by the Company's negligence;
(ii) fraud or fraudulent misrepresentation; or
(iii) any other liability that cannot be excluded or limited under applicable law.

3. Events – EU/UK Users

3.1. Company Liability. For EU/UK users, the Company's liability for Events is limited as follows:

(a) The Company shall not be held liable for any damage occurring during an Event of any kind, except where such liability is due to the Company's own negligence or failure to perform its obligations.

(b) User-organized and third-party Events are the sole responsibility of the Event organizers. The Company acts solely as a platform provider and has no liability for such Events except as required by mandatory consumer protection laws.

3.2. No Broad Release or Waiver. EU/UK users are not required to sign, and these Terms do not constitute, a release or waiver of claims for personal injury, death, or property damage arising from the Company's negligence or breach of statutory duty.

4. User Content License – EU/UK

For EU/UK users, the license granted in clause 8.1 of the General Terms is granted free of charge and for the entire world, solely for the purposes of providing, hosting, and maintaining the App. This license will not survive termination of your Account to the extent prohibited by applicable data protection laws (including the General Data Protection Regulation).

5. Limitation of Liability – EU/UK

5.1. Statutory Consumer Rights. Nothing in these Terms shall exclude or limit any statutory rights you may have as a consumer under applicable law, including rights under the EU Consumer Rights Directive or UK Consumer Rights Act 2015.

5.2. Company Liability Cap. To the extent permitted by applicable law, and subject to clause 5.1 above, the Company's liability for any claims arising from your use of the App or Services shall be limited to the amount of fees actually paid by you to the Company (if any) in the twelve (12) months preceding the event giving rise to liability.

5.3. No Exclusion of Certain Damages. The Company will not exclude or limit liability for:

(a) death or personal injury resulting from the Company's negligence;

(b) fraud or fraudulent misrepresentation;

(c) any breach of the terms implied by applicable consumer protection legislation; or

(d) any other liability that cannot be excluded or limited under applicable law.

6. Indemnification – EU/UK

For EU/UK users, you agree to indemnify the Company against any recourse by a third party arising from your User Content or your violation of these Terms, except to the extent such claims arise from the Company's own negligence or breach of its obligations under these Terms.

7. Dispute Resolution – EU/UK

7.1. Informal Dispute Resolution. If you have any dispute with the Company, we encourage you to first contact us to attempt to resolve the dispute informally.

7.2. Governing Law. These Terms are subject to French law.

7.3. Jurisdiction. In the event of failure to resolve a dispute between the parties amicably, the French courts shall have sole jurisdiction, subject to any mandatory rules benefiting you as a consumer under applicable law.

8. Termination – EU/UK

8.1. Termination by User. You may request to unsubscribe from the App by going to the dedicated page in your Account. This will be effective within a few minutes if the request to unsubscribe is made on the dedicated page or as soon as possible if the request is made via the contact form. You acknowledge that when you unsubscribe, all your data recorded on the App (in particular workouts, statistics, performance) will be permanently deleted, subject to applicable data retention obligations under the General Data Protection Regulation (GDPR).

8.2. Termination by Company. The Company may terminate or suspend your Account in accordance with applicable consumer protection laws.

8.3. Effect of Termination. Upon termination, the provisions that survive will be those required by applicable law to survive, including data protection obligations under the GDPR.

9. Refunds – EU/UK

9.1. EU/UK Consumer Right of Withdrawal. If you are a consumer in the European Union or United Kingdom, you may have a legal right to cancel or withdraw from certain purchases made at a distance within 14 days, subject to applicable exceptions and conditions under Directive 2011/83/EU (Consumer Rights Directive) and, in the UK, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Where permitted, if you expressly request that we begin providing the Services during the withdrawal period and you then cancel/withdraw, you may be required to pay a proportionate amount for the Services supplied up to the time you notify us of your withdrawal. In the case of digital content or digital services, you may lose the right to withdraw where the law allows and you have given the required consent and acknowledgement.

9.2. Other Refunds. In addition to the withdrawal right above, you may be entitled to refunds in accordance with your statutory consumer rights under applicable law.

10. Account Security Liability – EU/UK

The Company will take appropriate technical and organizational measures to protect your Account. The Company may be liable for loss or damage arising from a security breach to the extent such breach is due to the Company's failure to implement appropriate security measures or other breach of its obligations under applicable law.

11. Modifications to Services – EU/UK

The Company reserves the right to modify the App and Services. However, if any modification materially degrades the functionality of the Services you have paid for, you may be entitled to a refund or other remedies in accordance with applicable consumer protection laws.

12. Reporting Illegal Content – EU/UK

12.1. If you believe that Content hosted on the App is clearly unlawful, you may report it to the Company using the designated page in the App.

12.2. The notification must allow the Company to know:

(i) a sufficiently substantiated explanation of why you allege that the information in question is illegal content;

(ii) a clear indication of the exact location of such illegal content, such as the URL and, if applicable, a screenshot or additional information to identify the illegal content;

(iii) your first and last names and email address; and

(iv) a statement that you believe, in good faith, that the information and claims you declared are full and accurate.

12.3. Any notification of content abusively declared as illicit in order to obtain its removal would expose you to civil and/or penal sanctions.

12.4. If content is found to be unlawful, the Company will promptly remove such content or make it unavailable in accordance with applicable law.

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BY USING THE APP, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE, INCLUDING THE JURISDICTION-SPECIFIC TERMS APPLICABLE TO YOUR USER LOCATION.

END OF TERMS OF SERVICE