

General Terms and Conditions

1. Introduction and Terms

Thank you for choosing Spomoco.

SPOMOCO (SPORty, MOTivated, COMMunity) is an application for recreational trainers that aims to popularise a sporty lifestyle while maintaining motivation and building a community. The functions of the software have been developed in accordance with these three values. We believe that exercising is not only important for maintaining physical health but also for strengthening our minds. Scientific research has proven that exercise done in a group will make individuals stronger than if they exercise alone. Sharing the joy of exercising and interacting with each other while exercising in a group is an important part of our wellbeing. Communities developed and maintained around exercise have an important role in maintaining motivation and mental wellbeing.

When creating and maintaining a community, a very important factor is the extent to which team members help the new members fit in. The functions that allow information to be gathered online about their training mates will help them get to know each other, fit in and develop group dynamics, and provide details about the training results before and after training. SPOMOCO helps trainers by enabling them to share experiences, motivate each other, set goals and promote healthy competition among team members.

SPOMOCO's existing and future functions offer this help for trainers and studios.

By registering on <https://app.spomoco.com/account/signup> (*hereafter the "Platform"*), you will enter into a legally binding contract (*hereafter the "Contract"*) with Spomoco as a legal entity according to these General Terms and Conditions (*hereafter "GTC"*).

Platform provider

Spomoco Computer Science and Service provider Limited Company

Head office: 2132 Göd, Ószapó utca 124.

Company registration number: 13-09-188746

Tax number: 26104898-2-13, registered at the Budapest and Surroundings Regional Court
Registration

Email: office@spomoco.com

2. Changes to the GTC

The Provider is entitled to make changes to the GTC without the Client's prior consent. The Provider shall send an email or notify the Client on the Platform of any changes to the GTC. If the Client does not wish to continue with the service, they may terminate the legal relationship by contacting us.

3. Use of Platform, legal relations between the parties

Spomoco created the Platform to promote effective cooperation with trainers and sports people (*hereafter the “Users”*).

The purpose of the Platform is to show the sport lessons (*hereafter the “lessons”*) uploaded by the trainers to the sports people, who then have an opportunity to book in to a lesson.

The Platform can only be used after both the trainers and sports people have registered. When registering, the user is required to read and accept the Provider’s data protection information and the GTC.

3.1. Legal relationship between the Provider, Trainer and Sports People

Upon the trainer’s authorisation, the Platform will show the lessons provided by the trainer (location, time and number of people allowed), and provide an opportunity for people to book into the lesson. The Provider needs to provide the platform to the trainers and sports people.

The details of the advertised lessons (location, time, sport, number of people) may be deleted or modified, and the sports person’s booking may be rejected.

The Provider’s duty is to provide a platform to fulfil the above criteria, but the provider bears no responsibility towards the trainer in the event that the sportsperson does not attend the lesson, or towards the sports person in the event that the trainer does not attend the lesson or does not have a lesson as advertised. Therefore, the GTC do not apply to the relationship between the trainer and the sports person, and it is the right and duty of the trainer and the sports person to create a legal relationship with each other.

Upon registration, we provide a non-exclusive revocable licence for the use of the Platform as intellectual property. Usage is limited pursuant to the GTC. Under this licence, the financial rights related to the Platform are not transferred, and will remain under the ownership of the Provider.

These GTC set out the extent to which Users are entitled to use this Platform; this may also be set out in other documents published by the Provider and sent to the users.

3.2. Groups/studios

The Groups are trainers grouped according to a certain organisational aspect. This could be the same location, the same sport or something else. The groups can help leverage the synergies generated by their connections, and with their help, sports people can try other sports or trainers, and trainers can effectively fill up empty places in their classes with the sports people allocated to other trainers. Note:

- It is intended for those who can coordinate a lot of trainers’ work
- The studio has a public calendar where all the lessons provided by every trainer can be seen
- Admin can create a group and can invite other trainers to cooperate
- Cooperation has to be accepted
- There are 4 levels, Admin, Manager, Trainer and Staff
- Admin has every kind of authorisation

- The manager has admin type authorisation, but cannot change admin and manager authorisation
- Admin and the manager can handle every trainer's lessons, applications and cancellations
- Admin and the manager can manage the locations and the sports
- A trainer is a colleague who has the right to manage their own lessons, cancellations and enter new lessons, but only for themselves
- A customer (sports person) can join a group any time, but has to accept that their public data can be seen by every trainer of the group
- The customer application does not need to be accepted, as it is automatic
- The customer can leave the group at any time, but first needs to delete every booking
- The customer can send a message to the trainers in the group
- The trainers in the group can send messages to the customers in the group
- In the public timetable, new customers can book lessons but before they have to join the group by simply answering 'yes'
- There may be offline users in the group (those who are entered as anonymous users by the trainer, so that they can follow the number of available places in a given lesson)
- The group trainers can invite customers to the group

3.3. Content created by the users

The Provider can monitor, check and edit content created by the users (*hereafter "User content"*). User content may be:

- Lessons created by the trainer
- Venue added by the trainer
- Group/studio created by the trainer
- Timetable created by the trainer

The Provider reserves the right to remove any User content with or without giving a reason, or block access, without limit, including that User content which according to the Provider's judgement, is in breach of the GTC.

By uploading User content, the User guarantees that they are entitled to upload and publish it, that uploading and publishing is in compliance with the GTC, and does not infringe third party intellectual property rights.

The User is solely responsible for the content created and added as User content, and accordingly, they are responsible for damages resulting from the User content claimed against the Provider.

3.3.1. Adding a new sport

From the main group, you can choose the sport that is closest to your sport (lesson type). Under Sports, you can add a sport that is not on the list if you cannot find something that suits you. For this, you need to name it, give a short description, and request a new sport main group type and click on the "message to the developer" icon. This will then be entered into a

database where everybody can select it. Your sport will not appear in your timetable, but in the description written in OWN SPORT / INDIVIDUAL NAME field (if it is filled in).

3.4. Trademarks and other intellectual property

All the Provider’s logos, trademarks, commercial names, domain names and any other attributes and all descriptions (including texts published on the website) are the sole property of the Provider. Use of the Platform does not give the user any right to use these in any other way outside the Platform.

If a sport name is listed as a trademark or under intellectual property protection (*hereafter “marking”*), the given trainer is responsible for making sure that this marking may be used and ensuring that they can provide a lesson using this marking. The Provider shall bear no responsibility in this respect.

3.5. Platform availability

The Platform availability level is 96%, which is intended to cover unplanned shutdowns. For planned shutdowns and services missing due to planned shutdowns, the Platform shall send a notification 48 hours before the shutdown.

3.6. Service charge

3.6.1.Sports people

Use of the Platform is free of charge for sportspeople. If any website asks for or offers payment when registering as a sports person, please stop registration and contact our customer service.

3.6.2.Trainers/studios

For trainers, there is a charge for using the Platform, as set out in the current GTC, under section 3.6.2.1 Charges, but the Provider will *give* 300 free bookings *as a gift* for every trainer after registration (*hereafter “booking”*).

3.6.2.1.Subscription charges, payment packages

Payment packages

FREE	BASIC	PLUS	BIG
100bookings*/month	200 bookings*	1000 bookings*	5000 bookings*
0 euro	22 euro	77 euro	166 euro

<p>Your account will be assigned this amount every month. When your balance is running low, we will let you know and you can top up, client satisfaction is important to us!</p>	Without time limit	Without time limit	Without time limit
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When payment is made online, the transaction is conducted in euro even if the card holder's account is not in euro. The prices provided on the homepage in forint are for information purposes only and may change depending on your bank's currency exchange rate or the change in the price of euro.

We do not handle bank card details during the transaction.

Upon termination of the contract, unused bookings on your subscription will be monetised and transferred to a bank account provided by you, should you so request. To make such a request, you must provide your user ID to customer services within six months of terminating the contract. We are unable to refund any money if you do not provide your user ID, because when your registration is deleted, your details become anonymous and we are unable to identify you by your name only.

By accepting these GTC, you agree that money left on your account may not be refunded after six months following the termination of the contract.

3.6.2.2. Paying the subscription charge

The package must be paid for in advanced by card on a payment site used by the Provider by clicking on the 'make payment' icon next to the chosen package.

3.7. Third-party applications

The Provider's services are integrated with third-party applications websites and services (*hereafter "Third-party applications"*), in order to ensure the content, products and/or services can be available (e.g.: Facebook). If Third-party applications have their own data protection policy and terms and conditions of use, then these will apply to you when you use the Third-party applications. The Provider cannot be held responsible neither financially nor in any other respect for the nature, characteristics or content of Third-party applications, nor can it be held responsible for any transactions that you have completed with the Provider of the Third-party's application.

3.8. Terminating the contract

The contract made between you and the Provider may be terminated at any time by deleting your registration. You can request termination of your registration at any time from Customer Services.

The Provider may terminate the contract at any time if you breach these GTC. Your registration will be deleted when the contract is terminated.

3.9. Prohibited Behaviour

When using the Platform, the following behaviour is considered to be a serious breach of these GTC:

- a) Modifying, web scarping, data harvesting, data extraction of the Provider's service or modifying the Platform or any part thereof or creating work for the aforementioned, unless permitted by applicable law
- b) Selling, renting or subcontracting the licence provided by the Provider
- c) Abusing the industrial property rights or the intellectual property rights
- d) Passing on your password to others or using or publishing other people's passwords and/or login names
- e) Using a web crawler or using any other automated tool (including robots, scrapers and crawlers), in order to collect data about the Provider
- f) publishing offensive, pornographic, threatening or obscene content or publishing illegal content or promoting actions that are intended to be illegal
- g) publishing content that is intended to be harmful, for example harmful software, viruses, Trojans, or using these in any other way that disrupts access to the services;
- h) commercial or sales activities, for example advertisements, promotions, competitions, raffles or promoting pyramid-style business models (not approved by the Provider)
- i) abusing other people's data gained from the Platform.

4. Customer services and complaints

4.1. Complaints

Legal disputes arising from these GTC should first seek to be solved by peaceful agreement between the parties or by mediation. In the event of a complaint, the User must first notify the Provider by phone or in writing. The Provider shall handle all complaints in accordance with the 1997 law on the protection of consumer rights, section CLV. You may also contact the consumer rights protection authorities or the local mediation board.

A complaint is a declaration received by the Provider that concerns objections that existed prior to entering a contract or relates to the Provider's fulfilment of its contractual duties. It may also relate to objections raised about the Provider when terminating the Contract or after termination or to the settlement of the legal dispute. You may object to the Provider's activity or failure to act appropriately in legal disputes.

You can make a complaint by sending an email to office@spomoco.hu.

Your complaint will be addressed within 30 days of receipt, and you will be given an explanation. This deadline may be longer if, in addition to the Provider, a third party must examine and investigate your complaint; should this occur, you will be notified and an explanation will be given. It is also possible that we will need further information when investigating your complaint. In this case, we require your cooperation in order to answer your complaint as quickly as possible.

If your complaint is rejected, the Provider shall inform you whether or not you can pursue further legal action.

To ensure effective handling of complaints, the Provider will register every issue, listing the details and how they were solved. The data on the complaint held by the Provider contains the following:

- the customer's name
- address or postal address
- the date of the complaint and how it was received
- the complaint; objections relating thereto
- client number relating to the complaint or contract number
- list of the proof or documents and other official documents that the client provided
- a description of what action was taken to solve the complaint; in the event of rejection, the reason why the complaint was rejected
- the expected deadline for the processing of the complaint and the person responsible for the execution
- the date when the complaint was answered.

Should you need further information, please do not hesitate to call Customer Services.

Notification of the Provider's liability for defects

When can you exercise your rights regarding liability for defects?

If the Provider made a mistake or a fault in fulfilling the contractual agreement, you may file for liability for defects under Act V. of the 2013 Civil Law.

What kind of rights do you have under liability for defects?

You have the following options:

Request to correct the fault or exchange the product, but only if this is possible and would not put a disproportionately high financial or other strain on the Provider, which is higher than any other option. If you did not request correction or exchange or it was not possible to request these, you may then request the fulfilment of the remaining obligations, or you may fix the problem at your own expense, have it fixed by someone else or if all else fails, terminate the contract.

You can change your defect liability right to a different defect liability right, but you must bear the expense of the change unless it was reasonable or the Provider gave you a reason to change.

What are the deadlines for exercising your liability for defects rights?

It is your responsibility to notify the Provider of the defect as soon as it is detected or no later than two months within discovering the defect. We would like to emphasise that you are not able to exercise your rights two years after the contract has expired, because your claim would be time-barred.

To whom can you request a claim for liability for defects?

You can raise your claim for this liability with the Provider.

What other conditions are there in relation to exercising your liability for defects rights?

Within six months of performance of the Contract, there is no other condition on exercising this right other than stating the fault and the ability to prove that the service was carried out by the Provider. After six months, it is your duty to prove that the fault existed at the time the contract was delivered.

4.2. Customer service

There is a chat room available for trainers who have any questions. The Platform's website includes an FAQ menu, and there is a tutorial for trainers' and sports people. If you cannot find the answer in these, then send an email to office@spomoco.com.

5. Applicable law

Any legal dispute concerning the use of the Platform falls under the jurisdiction of the Hungarian courts.

6. Age

By using the Platform, you declare that you have the capacity and are entitled to use the Service and enter into contract, or alternatively have your parent's or guardian's consent to do so.

The Provider is entitled to terminate the contract if it has a reason to assume that you do not have the capacity to enter into a contract to use the Platform or you do not have your parent's or guardian's approval.

06/12/2018, Szolnok, Hungary