

## **Myzone Mobile Application EULA – Version December 2025**

### **PLEASE READ THESE LICENCE TERMS CAREFULLY**

BY DOWNLOADING OR INSTALLING THE APP, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT DOWNLOAD, NOR INSTALL THE APP.

PLEASE NOTE THAT THERE ARE ALSO SOME ADDITIONAL TERMS WHICH WILL APPLY IF YOU ARE A CONSUMER DOWNLOADING OR INSTALLING THE APP IN A COUNTRY OR USA STATE REFERRED TO IN THE "ADDITIONAL TERRITORY SPECIFIC PROVISIONS" BELOW.

### **Who we are and what these licence terms relate to**

We are **Myzone Holdings Limited**, incorporated in the Isle of Man (company number: 017376V; registered address: Level 3, Gordon House, 10a Prospect Hill, Douglas, Isle of Man IM1 1EJ. We license you to use:

- The Myzone mobile application software (**App**) and any updates or supplements to it;
- The related online documentation (**Documentation**);
- The service you connect to via the App and the content we provide to you through it (**Service**);

as permitted in these terms. Please note, however, that you will need internet connectivity on your device to use the App and the Service.

**Myzone Inc** (incorporated in Illinois, USA, number 70161892) acts as our agent to make the App available from Apple's App Store (where the App is to be installed on an Apple device) or Google's Play Store (where the App is to be installed on an Android device). When we mention the '**App Store**' in the rest of these terms, we are referring to either Apple's App Store or Google's Play Store (depending upon whether you have an Apple device or an Android device).

### **Your privacy**

Under data protection legislation, we are required to provide you with certain information, including who we are, how we process your personal data and for what purposes, and your rights in relation to your personal data and how to exercise them. This information for our App is provided in our [PRIVACY NOTICE](#), and it is important that you read that information.

### **Apple's App Store's or Google's Play Store's terms also apply**

How you can use the App and Documentation may also be controlled by the App Store's rules and policies. Where the App Store's rules and policies apply, they can be found on the App Store. The App Store's terms will apply to the extent that there are any conflicting aspects between the App Store's terms and these terms.

### **App and Service features**

This App Store and myzone.org provide details about the features and functionality of the App and the Service.

## Operating system requirements

This App requires an Apple or Android device running at least the operating system version shown on the App Store.

## Support for the App and how to tell us about problems

**Support.** If you would like to learn more about the App or the Service, or if you have any issues using them, please visit our support resources at <https://www.myzone.digital/en/knowledge>.

**Contacting us (including with complaints).** If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason, please get in touch with support through the help menu in the App.

**How we will communicate with you.** If we have to contact you, we will do so via the App or by email, using the contact details you have provided to us.

## How you may use the App and Service, including how many devices you may use it on

In return for your agreeing to comply with these terms, you may:

- install the App onto your compatible device and view, use and display the App and the Service on such devices for your personal purposes only;
- use the App with a **Facility** (meaning any organised body or establishment, whether governmental, educational, commercial, or community-based), which has an arrangement with Myzone for allowing interaction between the App and the Facility, by choosing to do so in the App. If you select a Facility, it will be shown in the App. Please note that the Facilities have discretion as to whether or not to allow such interactions with them. Also, any Facility with which you share any of your information will be an independent controller of your personal data, and the Facility's privacy notices will apply to your personal data use by them. The Facilities' privacy notices are separate and independent of ours, so please ask each Facility that you interact with for a copy of their privacy notice and make sure that you understand it before agreeing to share any personal data with that Facility. It is also important that you are aware that Facilities are independent of us, so any issues which you have with a Facility need to be addressed between you and that Facility rather than us. Note: you do not need to appoint a Facility to use the App;
- use any Documentation to support your permitted use of the App and the Service;
- provided you comply with the "[LICENCE RESTRICTIONS](#)" BELOW, make a copy of the App and the Documentation for back-up purposes; and
- receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

Please read the important health warning "[IMPORTANT WARNING](#)" BELOW

You must keep your username and password for accessing the App strictly confidential. Any failure to do so may allow unauthorised parties to access your information. You remain responsible for all activity conducted through your account where such activity results from your failure to safeguard your login credentials. If you believe your password has been compromised, you must notify us without delay.

To use the App, an account must be created using one of the following:

- an active email account registered to you. This email account will be used to validate and maintain your App account; or
- a valid login for an authentication service provided by an approved third-party platform, such as META, Google, Apple, or Microsoft, which is registered to you; or
- a login issued to you by your Facility, where your Facility creates an account.

Regardless of how the account is created, you agree to these terms.

**You must be at least 13 years old to use the App.**

If you are at least 13 years old and have attained the age of digital consent, you may give explicit consent to the processing of your data and use the App with age-restricted features until you reach the age of 18.

You must be at least 18 years old to use the full functionality of the App.

If you are a parent or guardian and you create a child account for use by them of the App or Service, you will ensure that your child is aware of that. You will ensure that you have obtained their consent to allow their health-related information and any other information to be viewable and managed by you. You will also hold us harmless against any issues arising from your failure to do that.

If you are under 18 years of age, you may not purchase premium features for the App or Service.

**You may not transfer the App to someone else**

We are giving you personally the right to use the App and the Service as set out above. Whilst you may have sharing rights as set out above, you may not otherwise transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

**Changes to these terms**

We may need to update these terms from time to time to reflect changes in law, best practice, our business operations, or the features available through the App and Service.

We will notify you of any material changes either by email or when you next use the App. If you are a subscriber to premium features, we will provide you with reasonable advance notice of any change that materially affects your paid-for use of the Service.

If you do not accept the notified changes, you may not be able to continue using the App and the Service. If you are a paying subscriber and you do not accept changes that materially disadvantage you, you will be entitled to cancel your subscription and, where appropriate, to a refund in accordance with our cancellation and refund policy.

**Update to the App and changes to the Service**

From time to time, we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system, or address security issues. We may also ask you to install updates for these reasons.

If you choose not to install required updates or if you disable automatic updates, you may not be able to continue using the App and the Service or the App and the Service may stop functioning in a way that matches the description in the App Store.

The App will always be designed to work with the latest or immediately preceding version of your device's operating system (as it may be updated from time to time) and will continue to match the description provided in the App Store (provided you install required updates as described above). For subscribers to premium features, updates will not remove or materially reduce the core features included in your paid-for subscription during your then current subscription period.

### **If someone else owns the device you are using**

If you install the App onto any device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the other device.

### **We are not responsible for other websites you link to**

The App or any Service may contain links to other independent websites or services which are not provided by us. Such independent sites or services are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites or services, including whether to buy any products or services offered by them.

### **Licence restrictions**

You agree that you will:

- except in the course of permitted sharing see "[HOW YOU MAY USE THE APP](#)" not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person;
- not copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
  - is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it to achieve the Permitted Objective; and
  - is not used to create any software that is substantially similar in its expression to the App;

- is kept secure; and
- is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

### **Acceptable use restrictions**

You must:

- not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently, for example by not providing your genuine date of birth, country of residence, or email address, or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service; and
- not falsely use someone else's name, details, image or location details in the App or Service, as yours.

### **Intellectual property rights**

All intellectual property rights in the App, the Documentation and the Services throughout the world belong to us (or our licensors), and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, the Documentation or the Services other than the right to use them in accordance with these terms.

### **Premium Features**

Some of the premium features provided on [www.myzone.org](http://www.myzone.org), as part of the Service, are provided in return for payment.

The fees, duration and conditions applicable to the purchase of such premium features are described below and in the dedicated sections of [www.myzone.org](http://www.myzone.org).

#### **• Premium feature description**

Prices, descriptions or availability of premium features are outlined in the respective sections of [www.myzone.org](http://www.myzone.org) and are subject to change without notice.

While premium features on [www.myzone.org](http://www.myzone.org) are presented with the greatest accuracy technically possible in the context of what is available to us as a business, representation on [www.myzone.org](http://www.myzone.org) through any means (including, as the case may be, graphic material, images, colours, sounds) is for

reference only and implies no warranty or representation as to the characteristics of the purchased premium feature(s).

The characteristics of the chosen premium feature(s) will be outlined during the purchasing process.

- **Purchasing process**

Any steps taken, from choosing a premium feature to submitting the order form, are part of the purchasing process. The purchasing process includes these steps:

You must choose the desired premium feature(s) by adding these to the cart.

After having reviewed the information displayed in the cart you may place the order by submitting it using the Pay now button.

- **Order submission**

When you submit an order, the following applies:

The submission of an order determines contract conclusion and therefore creates an obligation for you to pay the price, taxes and possible further fees and expenses, as specified on the order page.

If the purchased premium feature(s) requires an action from you, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for you to complete that action accordingly.

Upon submission of the order, you will receive a receipt confirming that the order has been received to the e-mail address you used to submit your order.

All notifications related to the described purchasing process shall be sent to the email address you used to submit your order (or such e-mail address you provide for such purposes).

- **Prices**

You are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that you will be charged.

Prices on [www.myzone.org](http://www.myzone.org) are displayed: either exclusive or inclusive of any applicable fees, taxes and costs, depending on the section you are browsing.

- **Methods of payment**

Information relating to accepted payment methods is made available during the purchasing process.

Some payment methods may only be available subject to additional conditions or fees. In such cases, related information can be found in the dedicated section of [www.myzone.org](http://www.myzone.org).

All payments are independently processed through third-party services. Therefore, [www.myzone.org](http://www.myzone.org) does not collect any payment information – such as credit card details – but only receives a notification once the payment has been successfully completed.

If a payment through the available methods fails or is refused by the payment service provider, we shall be under no obligation to fulfil your order or any part of it. If a payment fails or is refused, we reserve the right to claim any related, reasonable expenses or damages from you.

- **Purchase via app store**

Specific premium features may be available for sale on [www.myzone.org](http://www.myzone.org) or purchased via a third-party app store. To access such purchases, you must follow the instructions provided on the relevant online store (such as "Apple App Store" or "Google Play"), which may vary depending on the particular device in use.

Unless otherwise specified, purchases via third-party online stores are also subject to such third parties' terms and conditions, which, in case of any inconsistency or conflict, shall always prevail over these Terms.

If you purchase through a third-party online store, you must read their terms and conditions of sale carefully before you accept them.

- **Contract duration**

The duration of the contract is as specified in your order.

- **Subscriptions**

Subscriptions allow you to receive a premium feature continuously or regularly over time. Details regarding the type of subscription and termination are outlined below.

- **Subscriptions handled via Apple ID**

You may subscribe to a premium feature(s) using the Apple ID associated with your Apple App Store account. When doing so, you acknowledge and accept that any payment due will be charged to your Apple ID account;

- subscriptions are automatically renewed for the same duration unless you cancel at least 24 hours before the current period expires;
- any and all fees or payments due for renewal will be charged within 24 hours before the end of the current period;
- subscriptions can be managed or cancelled in your Apple App Store account settings.

The above shall prevail upon any conflicting or diverging provision of these Terms.

### **Termination**

Subscriptions may be terminated by sending a clear and unambiguous termination notice to us using the contact details provided in this document, or - if applicable - by using the corresponding controls inside [www.myzone.org](http://www.myzone.org).

### **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**WE ARE RESPONSIBLE TO YOU FOR FORESEEABLE LOSS AND DAMAGE CAUSED BY US. IF WE FAIL TO COMPLY WITH THESE TERMS, WE ARE RESPONSIBLE FOR LOSS OR DAMAGE YOU SUFFER THAT IS A FORESEEABLE RESULT OF OUR BREAKING THESE TERMS OR OUR FAILING TO USE REASONABLE CARE AND SKILL, BUT WE ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT IS NOT FORESEEABLE. LOSS OR DAMAGE IS FORESEEABLE IF EITHER IT IS OBVIOUS THAT IT WILL HAPPEN OR IF, AT THE TIME YOU ACCEPTED THESE TERMS, BOTH WE AND YOU KNEW IT MIGHT HAPPEN.**

**IF DIGITAL CONTENT WHICH WE SUPPLY THROUGH THE APP OR THE SERVICE DAMAGES A DEVICE OR DIGITAL CONTENT BELONGING TO YOU, WE WILL EITHER REPAIR THE DAMAGE OR PAY YOU COMPENSATION. HOWEVER, WE WILL NOT BE LIABLE FOR DAMAGE THAT YOU COULD HAVE AVOIDED BY:**

**YOU CORRECTLY FOLLOWING ANY OF OUR INSTRUCTIONS;**

**YOU INSTALLING REQUIRED UPDATES OR NOT DISABLING AUTOMATIC UPDATES;**

**THE MINIMUM OPERATING SYSTEM VERSION SHOWN ON THE APP STORE BEING INSTALLED ON YOUR DEVICE**

**In all cases, we do not exclude or limit our liability where it would be unlawful to do so. This includes liability for death or personal injury caused by: our negligence or the negligence of our employees, agents or subcontractors; or for fraud or fraudulent misrepresentation.**

**ANTI-VIRUS, SECURITY MEASURES AND BACKUPS**

**IT IS IMPORTANT THAT YOU HAVE APPROPRIATE SECURITY AND SAFEGUARDS IN RESPECT OF YOUR DEVICE. YOU MUST HAVE REASONABLE ANTI-VIRUS SOFTWARE ON YOUR DEVICES, AS IT IS POSSIBLE THAT, DUE TO THE NATURE OF THE APP PROVIDING AN ONLINE SERVICE, VIRUSES OR MALWARE COULD BE TRANSMITTED (EVEN THOUGH WE WILL BE USING ANTI-MALWARE PROTECTION ON OUR SYSTEMS).**

**YOU SHOULD ALSO BACKUP YOUR INFORMATION AND DATA FROM YOUR DEVICES, SO THAT YOU CAN RECOVER YOUR INFORMATION AND DATA FROM YOUR BACKUPS SHOULD THERE BE A PROBLEM WITH THE APP OR THE SERVICE. SO, WE WILL NOT BE LIABLE FOR DAMAGE THAT: (1) YOU COULD HAVE AVOIDED BY FOLLOWING OUR ADVICE TO HAVE ANTI-VIRUS SOFTWARE OR BACKUPS OR APPLY AN UPDATE OFFERED TO YOU FREE OF CHARGE; OR (2) WAS CAUSED BY YOU FAILING TO CORRECTLY FOLLOW INSTALLATION INSTRUCTIONS OR TO HAVE IN PLACE THE MINIMUM SYSTEM REQUIREMENTS ADVISED BY US.**

**WE ARE NOT LIABLE FOR BUSINESS LOSSES. THE APP IS FOR DOMESTIC AND PRIVATE USE. IF YOU USE THE APP FOR ANY COMMERCIAL, BUSINESS OR RESALE PURPOSE, WE WILL HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY.**

**LIMITATIONS TO THE APP AND THE SERVICES. THE APP AND THE SERVICES ARE PROVIDED ON AN 'AS IS' BASIS FOR GENERAL INFORMATION PURPOSES ONLY. THEY ARE NOT MEDICAL DEVICES NOR TO BE USED FOR DIAGNOSIS PURPOSES. YOU MUST OBTAIN PROFESSIONAL OR SPECIALIST ADVICE BEFORE TAKING, OR REFRAINING FROM TAKING, ANY ACTION BASED ON INFORMATION OBTAINED FROM THE APP OR THE SERVICE. ALTHOUGH WE MAKE REASONABLE EFFORTS TO UPDATE THE INFORMATION PROVIDED BY THE APP AND THE SERVICE, WE MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, THAT SUCH INFORMATION IS ACCURATE, COMPLETE OR UP TO DATE. PLEASE ALSO NOTE THE COMPATIBLE LIST OF DEVICES FOR USE WITH THE APP INCLUDES, BUT IS NOT LIMITED TO:**

**IOS 15.0 OR LATER**

**ANDROID 6.0 OR LATER**



**APPLE WATCH 2 OR LATER RUNNING WATCH OS 5.0 OR LATER**

**SAMSUNG GALAXY WATCH 4 OR LATER RUNNING WEAR OS 3.0 OR LATER**

**GOOGLE PIXEL WATCH RUNNING WEAR OS 3.0 OR LATER**

**AS WE DO NOT PROVIDE ANY ASSURANCE THAT THE APP AND SERVICE WILL WORK WITH OTHER DEVICES NOT INDICATED IN THE LIST.**

**PLEASE ALSO NOTE THAT THERE MAY BE OCCASIONS WHEN THE APP OR SERVICE IS UNAVAILABLE, AS WE DO NOT PROVIDE ANY ASSURANCE THAT YOUR USE OF THE APP OR SERVICE WILL BE UNINTERRUPTED.**

**CHECK THAT THE APP AND THE SERVICES ARE SUITABLE FOR YOU. THE APP AND THE SERVICES HAVE NOT BEEN DEVELOPED TO MEET YOUR INDIVIDUAL REQUIREMENTS. PLEASE CHECK THAT THE FACILITIES AND FUNCTIONS OF THE APP AND THE SERVICES (AS DESCRIBED ON THE APP STORE AND IN THE DOCUMENTATION) MEET YOUR REQUIREMENTS.**

**WE ARE NOT RESPONSIBLE FOR EVENTS OUTSIDE OUR CONTROL. IF OUR PROVISION OF THE SERVICES OR SUPPORT FOR THE APP OR THE SERVICES IS DELAYED OR AFFECTED BY AN EVENT OUTSIDE OUR CONTROL (INCLUDING WHERE CAUSED BY YOUR DEVICE, THE RELEVANT APP STORE OR YOUR INTERNET CONNECTION), THEN WE WILL TRY TO TAKE STEPS TO MINIMISE THE EFFECTS OF THAT, WHERE WE REASONABLY CAN. HOWEVER, AS SUCH EVENTS ARE OUTSIDE OUR CONTROL, WE WILL NOT BE LIABLE FOR SUCH EVENTS NOR THE CONSEQUENCES OF SUCH EVENTS.**

#### **We may end your rights to use the App and the Services if you break these terms**

We may end your rights to use the App and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right, we will give you a reasonable opportunity to do so.

If we end your rights to use the App and Services:

- You must stop all activities authorised by these terms, including your use of the App and any Services.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App.

#### **We may end your rights to use the App and the Services in other cases**

We have provided you with access to the App and Services either on a free-of-charge basis or, where applicable, in return for payment of fees for premium feature(s). We may end your right to access and use the App and Services at any time by providing you with reasonable prior notice of this fact. Where you have paid for premium features, such ending of your rights will be managed in accordance with the applicable payment and cancellation terms. We may transfer this agreement to someone else.

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

### **You need our consent to transfer your rights to someone else**

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

### **No rights for third parties**

These terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms.

### **If a court finds part of these terms illegal, the rest will continue in force**

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

### **Even if we delay in enforcing the terms, we can still enforce them later**

Even if we delay in enforcing any of the terms, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking any of the terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

### **Which laws apply to these terms, and where you may bring legal proceedings**

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

### **IMPORTANT WARNING**

**STRENUOUS EXERCISE CAN BE DANGEROUS FOR PERSONS SUFFERING FROM MANY MEDICAL CONDITIONS, INCLUDING BUT NOT LIMITED TO CARDIOVASCULAR DISEASE, RESPIRATORY DISEASE, MUSCULOSKELETAL DISORDERS, AND CERTAIN NEUROLOGICAL CONDITIONS. ALWAYS CONSULT WITH A HEALTHCARE PROFESSIONAL BEFORE BEGINNING ANY NEW EXERCISE REGIMEN.**

**IF YOU ARE IN ANY DOUBT (AND IN ANY EVENT IF YOU ARE PREGNANT, OR RECEIVING MEDICAL TREATMENT OR MEDICATION), YOU SHOULD REFRAIN FROM TAKING ANY SUCH EXERCISE – WITH OR WITHOUT YOUR APP OR THE SERVICE – WITHOUT FIRST TAKING COMPETENT MEDICAL ADVICE.**

**YOUR APP AND THE SERVICE ARE DESIGNED ONLY AS AN AID TO PERSONAL TRAINING OR EXERCISE. THE APP AND SERVICE ARE NOT MEDICAL DEVICES OR SERVICES AND SHOULD NOT BE USED AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE. IT CANNOT TELL YOU WHAT LEVEL OF EXERCISE IS SAFE FOR YOU, OR WHETHER YOU ARE EXERTING YOURSELF BEYOND YOUR SAFE LIMITS. YOU SHOULD THEREFORE TAKE PARTICULAR CARE IF YOU ARE UNDERTAKING EXERCISE IN A GROUP OR CLASS ENVIRONMENT AND ARE FOLLOWING THE INSTRUCTIONS PROVIDED BY A PHYSICAL INSTRUCTOR OR TRAINER.**

**IMPORTANT: THE APP AND SERVICE USE THE HUNT'S FORMULA ( $HR\ MAX = 211 - (0.64 \times AGE)$ ) DERIVED BY LONDEREE AND MOESCHBERGER (UNIVERSITY OF MISSOURI) TO ESTABLISH YOUR AGE-PREDICTED MAXIMUM HEART RATE (HR MAX). THIS IS BASED ON POPULATION NORMS AND IS NOT ACCURATE FOR EVERYONE. YOUR HR MAX SETTING WILL BE ADJUSTED AND INCREASED IF SAMPLES OF YOUR HEART RATE DATA INDICATE THE FORMULA COULD BE INAPPROPRIATE FOR YOU. HOWEVER, THE APP AND SERVICE IS NOT A REPLACEMENT FOR AN ACCURATE HEART RATE TEST CONDUCTED BY A TRAINED PROFESSIONAL. IF YOU EXERCISE AND FOLLOW YOUR LEVEL OF EFFORT DEPICTED IN THE APP OR SERVICE COLOUR-CODED TILE, YOU MUST ALWAYS CONSIDER THE WARNING ABOVE, AS YOUR TILE COLOUR AND PERCENTAGE OF YOUR HR MAX MAY BE INCORRECT. YOUR FACILITY CAN MANUALLY READJUST YOUR HR MAX SETTING FOR YOU.**

**IF YOU USE THE APP OR SERVICE TO JOIN A LIVE OR PRE-RECORDED CLASS, THE FOLLOWING APPLIES:**

**YOU ARE ABOUT TO PARTAKE IN A PHYSICAL ACTIVITY SESSION WITHOUT SUPERVISION AT YOUR OWN RISK. NEITHER WE NOR THE PRACTITIONER ARE LIABLE FOR ANY INJURY OR HARM THAT YOU SUSTAIN BECAUSE OF THIS PHYSICAL ACTIVITY SESSION. NEITHER WE NOR THE PRACTITIONER IS RESPONSIBLE FOR THE SAFETY OF YOUR WORKOUT ENVIRONMENT OR ANY EXERCISE EQUIPMENT THAT YOU CHOOSE TO USE. YOU ARE ENCOURAGED TO USE COMMON SENSE AND ALWAYS SEEK THE GUIDANCE OF A MEDICAL PROFESSIONAL BEFORE UNDERTAKING ANY FORM OF PHYSICAL ACTIVITY. IF YOU HAVE ANY PRE-EXISTING MEDICAL CONDITIONS, INJURIES OR DISABILITIES THAT MAY AFFECT YOUR ABILITY TO PARTICIPATE IN A PHYSICAL ACTIVITY SESSION, YOU SHOULD SEEK MEDICAL ADVICE AND OBTAIN CONFIRMATION FOR YOUR SUITABILITY TO TAKE PART BEFORE PARTICIPATING. AS THE APP AND SERVICE ARE NOT MEDICAL DEVICES, THEY CANNOT TELL YOU WHAT LEVEL OF EXERCISE IS SAFE FOR YOU, NOR WHETHER YOU ARE EXERTING YOURSELF BEYOND YOUR SAFE LIMITS. IT IS MORE THAN LIKELY THAT SUCH SESSIONS WILL RESULT IN EXERCISING AT A HIGHER THAN MODERATE RATE OF INTENSITY, AND IF YOU FEEL DIZZY OR LIGHTHEADED, THEN PLEASE STOP EXERCISING IMMEDIATELY. STAY SAFE AND ENJOY YOUR WORKOUT.**

#### **Additional territory specific provisions**

**THE TERMS IN THE SCHEDULE BELOW APPLY IF YOU ARE DOWNLOADING OR INSTALLING THE APP IN THE COUNTRY INDICATED:**

**[SCHEDULE 1](#)** - USA.

**[SCHEDULE 2](#)** - AUSTRALIA.

**[SCHEDULE 3](#)** - ISLE OF MAN.

**[SCHEDULE 4](#)** – SPAIN.

**[SCHEDULE 5](#)** – CANADA.

**[SCHEDULE 6](#)** – GERMANY.

**[SCHEDULE 7](#)** – PORTUGAL.

**[SCHEDULE 8](#)** – THE KINGDOM OF SAUDI ARABIA.

**[SCHEDULE 9](#)** - THE UNITED ARAB EMIRATES.

**The United Kingdom and the countries listed above are approved countries.**

#### **ADDITIONAL GLOBAL COMPLIANCE NOTICE**

If you are downloading or installing the App from a country that is not approved, it is your sole responsibility to ensure that your use of our App and Services complies with the applicable laws and regulations of that country. While we aim to align our services with recognised international privacy and consumer protection standards, we do not warrant or represent or guarantee that the App, the Service, its features (including premium and social functionalities), or related data processing activities meet the specific legal or regulatory requirements of jurisdictions not listed in this EULA above.

By downloading or installing the App from a country that is not approved, you acknowledge and accept that:

- You are solely responsible for understanding and complying with any laws that apply in that country which are relevant to your use of the App and/or the Service, including age of digital consent, data protection laws, and health or fitness technology regulations;
- Myzone shall not be liable for any legal consequences, penalties, or losses or damages arising from your use of the App and/or the Service in a manner not permitted under your local laws;
- If you are unsure of your legal standing to use Myzone in your country, you should obtain independent legal advice before proceeding.

Where required by law or lawful authority, Myzone will cooperate with regulatory bodies or respond to valid legal requests, even in jurisdictions not otherwise listed in this EULA above.

## **Schedule 1 – USA**

**THE TERMS IN THIS SCHEDULE ARE APPLICABLE IF YOU ARE DOWNLOADING OR INSTALLING THE APP IN THE USA.**

1. In the event of an inconsistency between a provision in this schedule and any of the provisions in the licence terms to which this schedule is attached, the provision in this schedule will apply to the extent of the inconsistency.
2. Where we refer to 'Myzone' below, that is to Myzone Holdings Limited, incorporated in the Isle of Man (company number: 017376V; registered address: Level 3, Gordon House, 10a Prospect Hill, Douglas, Isle of Man IM1 1EJ.
3. The following additional or replacement wording (as mentioned below) applies to the following sections (being the sections where there are the same headings in the above licence terms):

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### **SECTION: Acceptance use restrictions**

Additional wording:

You agree to disclose to Myzone any examination by any federal/state/local authority prior to providing any Myzone information/documentation.

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### **SECTION: How we will communicate with you.**

#### ***Additional wording:***

You are communicating with Myzone electronically when you use the Service, the App, or send an email to Myzone. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When you register for the Service, we collect and store your email address. From that point forward, your email address is used to send you information about our products and services unless you opt-out of such emails.

Myzone may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your account, hard copy, or posting of such notice on the Myzone website. Myzone is not responsible for any automatic filtering which you or your network provider may apply to email notifications. Myzone recommends that you add @myzone.com URLs to your email address book to help ensure you receive email notifications from Myzone. For notifications made by e-mail, the date on which the message is sent will be deemed the date on which such notification is transmitted.

You will not export or re-export, directly or indirectly, the Service, the App, or any technical information related thereto, to any destination or person prohibited or restricted by applicable law, including, without limitation, U.S. export control laws and regulations.

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### **SECTION: OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

***Additional wording to be added immediately below the paragraph which is headed 'OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU':***

SOME STATES IN THE UNITED STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS AGREEMENT MAY NOT APPLY TO YOU. IN SUCH STATES, MYZONE'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

IF ANY PROVISION OF THESE TERMS IS HELD TO BE INVALID UNDER THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED, THE INVALIDITY OF SUCH PROVISION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PROVISIONS OF THESE TERMS.

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**SECTION: OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

*Replacement wording for the paragraph starting: 'WE ARE NOT RESPONSIBLE FOR EVENTS OUTSIDE OUR CONTROL' – to the following:*

**WE ARE NOT RESPONSIBLE FOR EVENTS OUTSIDE OUR CONTROL.** IF OUR PROVISION OF THE SERVICES OR SUPPORT FOR THE APP OR THE SERVICES IS DELAYED OR AFFECTED BY AN EVENT OUTSIDE OUR CONTROL, INCLUDING WITHOUT LIMITATION DUE TO AN ACT OF GOD OR OTHER EVENT OR INCIDENT, THEN WE WILL TRY TO TAKE STEPS TO MINIMISE THE EFFECTS OF THAT WHERE WE REASONABLY CAN. HOWEVER, AS SUCH EVENTS ARE OUTSIDE OUR CONTROL, WE WILL NOT BE LIABLE FOR SUCH EVENTS NOR THE CONSEQUENCES OF SUCH EVENTS.

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**SECTION: Which laws apply to these terms, and where you may bring legal proceedings**

*Replacement wording for the paragraph under the above heading – to the following:*

If you live in the United States, this section requires that any dispute arising from these terms may be resolved by binding arbitration under the Streamlined Arbitration Rules and Procedures of JAMS ("JAMS"), which replaces the right to go to court. You agree that you are required to resolve any claim that arises under or in connection with these licence terms or that you may have against Myzone on an individual basis in arbitration as set forth in this clause. This will preclude you from bringing any class, collective, or representative action against Myzone, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated or representative action brought against Myzone by someone else.

You are agreeing to give up any rights to litigate claims in a court. Other rights that you would have if you went to court may also be unavailable or may be limited in arbitration.

You hereby expressly give up your right to have a trial by jury.

You hereby expressly give up your right to participate as a member of a class of claimants in any lawsuit, including, but not limited to, class action lawsuits involving any such dispute.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to these licence terms.

If you are a US resident, arbitration proceedings shall be under JAMS, and the place of arbitration shall be Chicago, Illinois. Each party will cover its own fees and costs associated with the arbitration proceedings; however, if the arbitrator finds that you cannot afford to pay the fees and costs reasonably associated with the arbitration proceedings, Myzone will pay them for you. The arbitration and any award shall be kept confidential by you.

The award of the arbitrator will be final and binding, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties agree that they will not appeal any arbitration decision to any court.

Notwithstanding the foregoing, Myzone may seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction, and you agree that these licence terms are specifically enforceable by Myzone through injunctive relief and other equitable remedies without proof of monetary damages.

No action, regardless of form, which arises from or is related in any way whatsoever to these licence terms, may be commenced by you more than twelve (12) months after such cause of action accrues.

## **Schedule 2 - Australia**

### **THE TERMS IN THIS SCHEDULE ARE APPLICABLE IF YOU ARE DOWNLOADING OR INSTALLING THE APP IN AUSTRALIA.**

1. In the event of an inconsistency between provision in this schedule and any of the provisions in the document to which this schedule is attached, the provision in this schedule will apply to the extent of the inconsistency.
2. If you are a Consumer (as defined in section 3 of the Australian Consumer Law) and we supply goods or services which, for the purposes of the Australian Consumer Law, are of a kind ordinarily acquired for personal, domestic or household use or consumption (**PDH Goods or Services**) to you, we acknowledge that you may have certain rights under the Australian Consumer Law in respect of the guarantees provided under Division 1 of Part 3-2 of the Australian Consumer Law (**Consumer Guarantees**) as they apply to the PDH Goods or Services supplied by us and nothing in the terms should be interpreted as attempting to exclude, restrict or modify the application of those rights.
3. If you are a Consumer and any goods or services supplied by us to you are non PDH Goods or Services, our liability to you in connection with any breach of the Consumer Guarantees in respect of those non PDH Goods or Services is limited (at our discretion) to:
  - a. in the case of goods: (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of the goods; (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (iv) the payment of the cost of having the goods repaired; and
  - b. in the case of services: (i) the supplying the services again; or (ii) the payment of the cost of having the services supplied again.
4. If you are found liable in relation to the App, the Services, or these terms, then your maximum liability to us will be £1 and you will have no liability to us for any loss of profit, loss of business, business interruption, or loss of business opportunity.
5. We will take reasonable steps to keep the App secure.
6. You may end your use of the App and Services and right to access and use the App and Services at any time by, and effective upon, providing us with notice of this fact. If you end your rights to use the App and Services:
  - a. you must stop all activities authorised by these terms, including your use of the App and any Services; and
  - b. you must delete or remove the App from all devices in your possession and immediately destroy all copies of the App.
7. If we change these terms and you do not accept the change, you may end your use of the App and Services in accordance with clause 6 above.
8. Any reference to a section of the Copyright, Designs and Patents Act 1988 (UK) is a reference to any equivalent provision in the Copyright Act 1968 (Cth).
9. We may only transfer our rights or your obligations under these terms to another person if you agree in writing or if the transfer will not adversely affect your rights.



10. Even if you delay in enforcing any of the terms, you can still enforce them later. If you do not insist immediately that we do anything we are required to do under these terms, or if you delay in taking steps against us in respect of us breaking any of the terms, that will not mean that we do not have to do those things, and it will not prevent you from taking steps against us at a later date.
11. These terms are governed by the laws of Victoria, Australia, and you can bring legal proceedings in respect of the products in the courts of Victoria, Australia.

### **Schedule 3 – Isle of Man**

**THE TERMS IN THIS SCHEDULE ARE APPLICABLE IF YOU ARE DOWNLOADING OR INSTALLING THE APP IN ISLE OF MAN.**

The following additional wording (as mentioned below) applies to the following section (being the section where there is the same heading in the above licence terms):

**SECTION: Which laws apply to these terms, and where you may bring legal proceedings**

***Additional wording:***

- If you live in the Isle of Man you can also bring legal proceedings in the Manx courts.

#### **Schedule 4 – Spain**

**THE TERMS IN THIS SCHEDULE ARE APPLICABLE IF YOU ARE DOWNLOADING OR INSTALLING THE APP IN SPAIN.**

1. The additional wording (set out below) applies to the section indicated (being the section where there is the same heading in the above license terms). The Schedules which apply to other countries will not be applicable in the case of a Spanish user, who must consider both the main license terms and the following before downloading or installing.
2. In the event of an inconsistency between the provisions in this schedule and any of the provisions in the document to which this schedule is attached, the provisions in this schedule will apply to the extent of the inconsistency.

Where we refer to Myzone Inc as our agent for the purposes of these terms we mean that Myzone Inc operates on behalf of Myzone Holdings Limited.

For the purposes of these terms, “Practitioner” means the person who delivers exercise classes.

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#### **SECTION: Apple’s App Store’s or Google’s Play Store’s terms also apply**

#### **SECTION: Operating system requirements**

Our services require the operating system requirements at the time of installation, as indicated in the corresponding Store's terms.

#### **SECTION: How you may use the App and Service, including how many devices you may use it on**

In return for your agreeing to comply with these terms, you may:

- use the App on several devices at the same time with your corresponding license.

You should ensure you use a strong password that includes a combination of capital and small letters, numbers, digits and alphanumeric signs and is at least 6 or 8 digits.

#### **SECTION: You must be at least 13 years old to use the App**

- In Spain you must be at least 14 years old to use the App.
- If you are at least 14 years old and have attained the age of digital consent, you may give explicit consent to the processing of your data and use the App with age-restricted features until you reach the age of 18.

#### **SECTION: You may not transfer the App to someone else**

If we detect that there is another user to whom you transferred the App, we reserve the right to block, suspend or terminate your account and you will not be able to claim for any type of liability or compensation as already indicated in the EULA.

#### **SECTION: Changes to these terms**

If we modify the terms of our services in a way that implies an important or substantial change of the provision of our services, you will have the right to withdraw or unsubscribe from the service. You can contact us through the channels provided for this purpose.

We will let you know about any changes to these terms well in advance, and as such, you will not be entitled to claim for them, unless you can prove that the change has a significant impact on you. In this case, your rights to compensation will be determined in accordance with Spanish consumer protection laws.

**SECTION: License restrictions**

The regulation that must be applied in terms of intellectual property infringements will be the Royal Legislative Decree 1/1996, of 12 April 1996, approving the revised text of the Intellectual Property Law in Spain) regularising, clarifying, and harmonising the legal provisions in force on the matter.

**SECTION: Acceptable use restrictions**

You are not allowed to use any image of our users, the App itself, or our corporate image in a way that affects their right to honour, image, or corporate identity.

We reserve the right to claim damages that you have caused due to the infringement of our terms.

**SECTION: No rights for third parties**

These terms do not give rise to any rights under the Spanish Civil Code to enforce any of these terms by third parties not party to this contract.

**SECTION: Which laws apply to these terms, and where you may bring legal proceedings**

In accordance with European and Spanish regulations on consumer protection, the end consumer has the right to defend himself before his own jurisdiction and may demand his defense before the court corresponding to his place of residence.

**SECTION: IMPORTANT WARNING**

**IF YOU HAVE ANY PRE-EXISTING MEDICAL CONDITIONS, YOU SHOULD CONSULT WITH A MEDICAL PROFESSIONAL BEFORE USING THE APP OR SERVICE.**

**YOU ACKNOWLEDGE THE RISKS ASSOCIATED WITH USING THE APP AND SERVICE AND EXONERATE US FROM ANY LIABILITY ARISING FROM MISUSE, CARELESSNESS OR LACK OF DILIGENCE BEFORE USE, WITHOUT TAKING INTO ACCOUNT YOUR STATE OF HEALTH AND/OR WITHOUT CONSULTING A HEALTHCARE PROFESSIONAL.**

### **Schedule 5 - Canada**

**THE TERMS IN THIS SCHEDULE ARE APPLICABLE IF YOU ARE DOWNLOADING OR INSTALLING THE APP IN CANADA.**

1. The additional wording (set out below) applies to the section indicated (being the section where there is the same heading in the above license terms).
2. In the event of an inconsistency between the provisions in this schedule and any of the provisions in the document to which this schedule is attached, the provisions in this schedule will apply to the extent of the inconsistency.
3. The following additional or replacement wording (as mentioned below) applies to the following sections (being the sections where there are the same headings in the above licence terms):

#### **SECTION: OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

***Additional wording to be added immediately below the paragraph which is headed 'LIMITATIONS TO THE APP AND THE SERVICES':***

Except as expressly and specifically provided in this Agreement, Myzone hereby disclaims all conditions and warranties, whether express, implied, statutory, or otherwise. Myzone specifically disclaims all implied conditions and warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from course of dealing, usage, or trade practice. Except as expressly and specifically provided in this Agreement, Myzone makes no warranty of any kind that the App or Services will meet your or any other person's requirements, including any requirements or obligations arising out of or in connection with privacy laws, operate without interruption, achieve any intended result, be compatible or work with any software, system, or other services, or be secure, accurate, complete, or error-free.

SOME JURISDICTIONS IN CANADA DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS AGREEMENT MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, MYZONE'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

#### **SECTION: Which laws apply to these terms, and where you may bring legal proceedings**

***Replacement wording for the paragraph under the above heading – to the following:***

These terms are governed by the laws of the province or territory where you are a resident and the federal laws applicable therein. You can bring legal proceedings in respect of the App, Services or these terms in your province or territory of residence.

## **Schedule 6 - Germany**

**THE TERMS IN THIS SCHEDULE ARE APPLICABLE IF YOU ARE DOWNLOADING OR INSTALLING THE APP IN GERMANY.**

1. The additional wording (set out below) applies to the section indicated (being the section where there is the same heading in the above license terms).
  2. Any reference to a section of the Copyright, Designs and Patents Act 1988 (UK) is a reference to any equivalent provision in the German Copyright Act (Urheberrechtsgesetz).
  3. In the event of an inconsistency between the provisions in this schedule and any of the provisions in the document to which this schedule is attached, the provisions in this schedule will apply to the extent of the inconsistency.
  4. The following additional or replacement wording (as mentioned below) applies to the following sections (being the sections where there are the same headings in the above licence terms):
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### **SECTION: You must be at least 13 years old to use the App**

***Replacement wording for the paragraph under the above heading – to the following:***

- In Germany, you must be at least 14 years old to use the App.
  - If you are at least 14 years old and have attained the age of digital consent, you may give explicit consent to the processing of your data and use the App with age-restricted features until you reach the age of 18.
  - If you are a parent or guardian and you create a child account for use by them of the App or Service, you will ensure that your child is aware of that and you will ensure that you have obtained their consent to allow their health-related information and any other information to be viewable and managed by you.
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### **SECTION: Changes to these terms**

***Additional wording to be added immediately below the second paragraph:***

At the same time, we will also inform you that the relevant change will become part of the terms between us if you do not object to this notified change.

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### **SECTION: Licence restrictions**

***Replacement wording for the first line under the above heading – to the following:***

Except as expressly set out in these terms or as permitted by any local law, particularly the statutory provisions in sections 69d and 69e of the German Copyright Act, you agree that you will: [...]

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## **SECTIONS: OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

### ***Replacement wording for the paragraphs under the above headings – to the following:***

We shall only be liable for material defects and defects of title, irrespective of the legal grounds, insofar as we have fraudulently concealed the respective material defect or defect of title. In all other respects, we, our legal representatives and vicarious agents shall only be liable for compensation for any damage incurred as a result of the free provision of the App in the event of intentional or grossly negligent misconduct. Claims under the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected.

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## **SECTIONS: OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

### ***Replacement wording for the paragraph starting: 'WE ARE NOT RESPONSIBLE FOR EVENTS OUTSIDE OUR CONTROL' – to the following:***

If our provision of the services or support for the app or the services is delayed or affected by an event outside our control, then we will notify you immediately, will try to take steps to minimise the effects of that where we reasonably can and will give you an estimated new time for performance. If performance of our obligations is still not possible within the new time for performance, we shall be entitled to end your rights to use the App and Services.

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## **SECTION: Which laws apply to these terms, and where you may bring legal proceedings**

### ***Replacement wording for the paragraph under the above heading – to the following:***

These terms are governed by the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods is excluded. If you are a consumer and have your habitual residence in a country other than the Federal Republic of Germany, the mandatory provisions of the law of that country, which may not be deviated from by agreement, shall remain unaffected.

Insofar as you are a merchant, a legal entity under public law, a special fund under public law or an entrepreneur (§ 14 of the German Civil Code) with its registered office outside Germany or if you move your domicile or habitual residence to a place outside Germany after conclusion of the contract, the exclusive place of jurisdiction for all disputes arising from or in connection with this contract shall be Frankfurt am Main, Germany.

### **Schedule 7 - Portugal**

#### **THE TERMS IN THIS SCHEDULE ARE APPLICABLE IF YOU ARE DOWNLOADING OR INSTALLING THE APP IN PORTUGAL.**

1. In the event of an inconsistency between the provisions in this schedule and any of the provisions in the document to which this schedule is attached, the provisions in this schedule will apply to the extent of the inconsistency.
2. If you are a Consumer (as defined in paragraph 1 of article 2 of the Portuguese Consumer Protection Law), we supply goods or services that, for the purposes of the referred Law, are not intended for professional use
3. We recognise that you have certain rights under the Portuguese Consumer Protection Law, in particular with regard to the right to compensation for damages and standing to bring proceedings under Articles 12 and 13 of the Law. Nothing in these terms should be construed as an attempt to exclude, restrict or modify the application of such and other rights.
4. Likewise, we recognise that you have rights resulting from "Chapter III, regarding the regime applicable to the supply of digital content and services", of Law-Decree no. 84/2021, of October 18, on "Consumer rights in the purchase and sale of digital goods, content and services". Nothing in these terms should be construed as an attempt to exclude, restrict or modify the application of such and other rights.
5. The following additional or replacement wording (as mentioned below) applies to the following sections (being the sections where there are the same headings in the above licence terms):

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#### **SECTION: OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

##### ***Replacement wording for the paragraph under the above heading – to the following:***

We are liable to you for foreseeable losses or damages caused by us, including, but not limited to, failure to provide the digital services without cause or unreasonable delay, or any lack of conformity that occurs or manifests itself in the App or Service. If we do not comply with these terms, we are liable for property and non-property damages resulting from the provision of our services, and the injured party is entitled to compensation.

As to the burden of proof, it is for Myzone to demonstrate that it has provided the App and the Service in accordance with these terms. However, this will not be the case if Myzone demonstrates that:

- a) The consumer's digital environment is not compatible with the technical requirements of the digital application and services; and
- b) The consumer was informed of these requirements in a clear and comprehensible manner before the execution of the contract.

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#### **SECTION: Which laws apply to these terms, and where you may bring legal proceedings**

##### ***Replacement wording for the paragraph under the above heading – to the following:***

These terms must be interpreted in accordance with the provisions of Portuguese legislation on consumer law, in particular, with the Portuguese Consumer Protection Law.



In the event of breach by us of these terms, the following are entitled to bring actions:

- a) Consumers directly harmed;
- b) Consumers and consumer associations, even if not directly harmed;
- c) The Public Prosecutor's Office and the Directorate-General for Consumers when homogeneous, collective or diffuse individual interests are at stake.

**Schedule 8 - Kingdom of Saudi Arabia**

**THE TERMS IN THIS SCHEDULE ARE APPLICABLE IF YOU ARE DOWNLOADING OR INSTALLING THE APP IN THE KINGDOM OF SAUDI ARABIA.**

1. The additional wording (set out below) applies to the section indicated (being the section where there is the same heading in the above license terms).
2. In the event of an inconsistency between the provisions in this schedule and any of the provisions in the document to which this schedule is attached, the provisions in this schedule will apply to the extent of the inconsistency.
3. The following additional or replacement wording (as mentioned below) applies to the following sections (being the sections where there are the same headings in the above license terms):

**SECTION: Which laws apply to these terms, and where you may bring legal proceedings**

***Replacement wording for the paragraph under the above heading – to the following:***

These terms are governed by the laws of the Kingdom of Saudi Arabia, and you can bring legal proceedings in respect of the products in the courts of the Kingdom of Saudi Arabia.

**Schedule 9 - United Arab Emirates.**

**THE TERMS IN THIS SCHEDULE ARE APPLICABLE IF YOU ARE DOWNLOADING OR INSTALLING THE APP IN THE UNITED ARAB EMIRATES.**

1. The additional wording (set out below) applies to the section indicated (being the section where there is the same heading in the above license terms).
2. In the event of an inconsistency between the provisions in this schedule and any of the provisions in the document to which this schedule is attached, the provisions in this schedule will apply to the extent of the inconsistency.
3. The following additional or replacement wording (as mentioned below) applies to the following sections (being the sections where there are the same headings in the above licence terms):

**SECTION: Which laws apply to these terms, and where you may bring legal proceedings**

***Replacement wording for the paragraph under the above heading – to the following:***

These terms are governed by the laws of the United Arab Emirates. If you are a resident of the UAE and a consumer of Myzone's services, you may bring legal proceedings in respect of the products in the courts of the United Arab Emirates.