



## 1. INTRODUCTION

1.1 Skate Navigator operates an interactive online platform and mobile apps aiming to connect, and create new opportunities for, people who are, or want to become, sports- and health-conscious.

1.2 In order to be able to make use the services of Skate Navigator, a one-time registration is required (see Section 4, below). However, certain content (e.g., information regarding workout reports, including general descriptions of Skate Navigator can be viewed without registration.

1.3 Skate Navigator's goal is to make sports in general and skating in particular more enjoyable and to make a positive contribution to people's health.

1.4 Your health is very important to us. Always consult your doctor about your athletic behavior. Skate Navigator neither substitutes your doctor, nor is Skate Navigator responsible for your behavior. The contents of the SkateNavigator.com platform or Apps from Skate Navigator, regardless whether they are provided by Skate Navigator, its partners or users, are not meant to supplement, let alone replace, the information provided by doctors or pharmacies. By accepting these T&C, you confirm that you are solely responsible for your health.

## 2. VALIDITY OF THE T&C

2.1 Skate Navigator offers the interactive SkateNavigator.com platform and Skate Navigator mobile apps on the basis of these T&C. By registering, the user consents to the validity of these T&C and any agreements incorporated therein by reference.

2.2 Neither the registration nor the use of the complete spectrum of products and services shall be possible without explicit consent to these T&C.

2.3 These T&C shall apply to all points of access, including (sub-)domains and mobile applications, for Skate Navigator's products and services. In particular, the Skate Navigator online offering will be accessible via the following domain: SkateNavigator.com.

2.4 These T&C shall be valid until cancelled in the currently valid version as of 01 Jan, 2015.

2.5 Solely the English version of these T&C is binding.



### 3. SUBJECT OF THE AGREEMENT

Currently, Skate Navigator essentially offers its users the following applications and information:

#### 3.1 SkateNavigator.com platform:

3.1.1 Personal profile page (label: my profile), including personal details

3.1.2 Sports diary, including a clear overview of sports activities

3.1.3 Statistics, analysis and comparisons concerning your sports activities

3.1.5 Ratings of quality of different routes and segments, as added by users, and presented and administered by Skate Navigator, respectively

3.1.6 Routes, as added by users, and presented and administered by Skate Navigator, respectively

3.1.7 News regarding Skate Navigator in short form

3.1.9 Shop: In this category Skate Navigator displays and links to some external advertisers, including shops, which provide sports and fitness products. Skate Navigator acts as agent and not as vendor. Therefore special shop terms and conditions are defined, and are not part of these T&C.

3.1.10 Content, e.g. texts, pictures and videos, regarding sports, health and nutrition will be presented by Skate Navigator and professional third parties (sports coaches, trainers,...)

3.1.11 Status Messages

3.1.12 Blog: Presentation of company information, products and news in long form



### 3.1.13 Other Content:

- About us: Short description of Skate Navigator
- Company offerings: Offers of Skate Navigator addressed to companies
- Partners: Presentation of partners and supporters of Skate Navigator
- Advertising by Skate Navigator and/or third parties
- Support for users
- T&C

### 3.2 Mobile applications; Skate Navigator Mobile

3.2.1 Skate Navigator offers applications for Apple iPhones, with the ambition of developing applications for Android phones and other smartphones on a global scale.

3.2.2 These applications can be used both isolated on the smartphone as well as in connection with the SkateNavigator.com platform.

3.2.3 Subject to the user's consent, relevant data is transmitted from the smartphone to the SkateNavigator.com platform and, with users permission, shared with other social networks (e.g., Facebook), respectively.

3.2.4 The user hereby confirms the user's knowledge that as a result of the transmission of data from the smartphone to the SkateNavigator.com platform, certain costs of the mobile carrier will be incurred that have to be borne by the user.

3.2.5 The mobile applications are only available to users of smartphones. The functionality of the mobile applications is available for free.

3.2.6 Additional terms and conditions on the part of the mobile phone-providers apply.

### 3.3 Other Services of Skate Navigator

3.3.1 Skate Navigator will send newsletters to registered users. By accepting these T&C, the user allows Skate Navigator to send newsletters. The user can opt out of receiving a newsletter each time such newsletter is received. Upon opting out, the user will not receive any further newsletters from Skate Navigator.



## 4. REGISTRATION

4.1 In order to be able to use all the functionalities of the Skate Navigator.com platform, a one-time, free registration is required. Skate Navigator offers users two options of registering on the SkateNavigator.com platform:

4.2 Only persons legally capable to enter into agreements on their own behalf shall be permitted to register with Skate Navigator. Minors may only register with Skate Navigator subject to the explicit consent of their parents or legal guardians. A scanned copy of such written consent shall be sent by email to [info@skatenavigator.com](mailto:info@skatenavigator.com).

4.3 By registering, the user confirms its knowledge and the unlimited recognition of the content of these T&C.

4.4 Each user shall register with Skate Navigator once only, and confirms with its registration that it has not registered an account with Skate Navigator before and has not deleted a previously activated user account.

4.5 Subject at all times to Section 13 hereof, a user can register in one of two ways:

4.5.1 Registration by use of the registration form provided on the Skate Navigator.com platform:

For purposes of registration, the user shall provide the details requested by the registration form, e.g., first name, last name, date of birth, completely and correctly, unless such details are marked as voluntary.

4.5.2 Adoption by Skate Navigator of registration details provided by the user in the social network Facebook:

Registration via Facebook Connect requires the user to confirm that the selected details, which the user previously provided on Facebook or Google G+ shall be adopted by the Skate Navigator network. The user can subsequently add to or reduce such details in such user's profile on the SkateNavigator.com platform.

4.6 Following successful registration, the user can log on to the SkateNavigator.com platform by either (i) entering its email address and the chosen password, or (ii) accomplishing the log-in via Facebook.

4.7 If the registration process is not completed, e.g., as a result of missing personal details or the lack of consent to these T&C, Skate Navigator will delete the corresponding account within a period of seven days.



4.8 Skate Navigator reserves the right to reject users without giving reasons. In this event, any transmitted details will be deleted promptly.

4.9 Skate Navigator is not responsible for the actual identity of the user, since personal identification via the internet is possible only to a limited extent. Each user shall itself confirm the identity of other users prior to entering into any form of interaction with such users, e.g., adding as a friend or by writing messages.

## 5. GENERAL TERMS AND CONDITIONS FOR ALL USERS

### 5.1 Fraud protection.

5.1.1 You must protect your account from unauthorized and fraudulent use. Please notify us immediately by email at [feedback@SkateNavigator.com](mailto:feedback@SkateNavigator.com) of any unauthorized or fraudulent use of your account, or if you suspect that your account may be at risk.

5.1.2 Skate Navigator will not refund any amounts paid by you to [SkateNavigator.com](http://SkateNavigator.com) before you report an unauthorized or fraudulent use of your account.

5.1.3 [SkateNavigator.com](http://SkateNavigator.com) has the right to close or cancel the account of any registered user in the event of any unauthorized or fraudulent use of the account.

5.2 Promotions and Free Offers. [SkateNavigator.com](http://SkateNavigator.com) may run promotions and free offers, which may be subject to additional terms or restrictions. These promotions and offers may not be transferred between users.

## 6. TERMINATION

6.1 Each user shall have the right to terminate the use of Skate Navigator's online platform at any time via its account settings („My Profile“). Skate Navigator shall confirm such termination vis-a-vis the user.

6.2 Additionally, Skate Navigator reserves the right to terminate a user's membership for important reasons, such as due to gross breaches of the user's obligations.

6.3 As a result of any termination pursuant to this Section 6 or cancellation pursuant to Section 7 hereof,



6.3.1 all personal details provided by the user upon registration shall be deactivated. Any details made public by the user, e.g., routes, notes on other users' walls, will be (i) anonymized, i.e., it will be made clear that such details were provided by a deleted user, or (ii) deleted, in the event of cancellation.

6.3.2 upon the user's request, all saved personal details shall be irrevocably deleted. The user shall request such deletion by email sent to [info@SkateNavigator.com](mailto:info@SkateNavigator.com), which shall include the email address provided to Skate Navigator upon registration.

## 7. USER OBLIGATIONS AND CONDUCT

7.1 Each user of the Skate Navigator.com platform must

7.1.1 truthfully provide, and keep current and complete, its registration details, and must not pass on such details to third parties;

7.1.2 only save, publish, transmit and distribute such content, e.g., photos, pictures, text, representations or videos, if the user is authorized to pass on such content, i.e., (i) if the user has the exclusive right to use such content or, (ii) in the event that the user is not the owner of such rights with respect to content provided by it, if the user guarantees to Skate Navigator that all required rights, licenses, permits etc. have been validly obtained. This shall also apply to content subject to intellectual property rights, such as trade names and trademarks. The user shall be exclusively responsible for such content;

7.1.3 not save, publish, transmit or distribute any content that is racist, insulting, discriminating, denouncing, sexual, glorifies violence or is otherwise illegal;

7.1.4 not to send chain letters or messages to more than one recipient at any one time, i.e., the user must not send mass emails or spam;

7.1.5 not carry out any disrupting interferences in the Skate Navigator network by use of technical or electronic aids, such as hacking attempts, brute force-attacks, planting of viruses/worms/trojans and other disrupting attempts regarding Skate Navigator's software or hardware;

7.1.6 not copy, distribute, transmit or collect by use of technical aids, e.g., by crawlers or bots, accessible details without the consent of the respective owner;

7.1.7 provide prompt notice via email to [feedback@SkateNavigator.com](mailto:feedback@SkateNavigator.com) of any detected breaches of the aforementioned obligations;



7.1.8 diligently care for the personal details and only allow such persons access to its own details that are close to the user; and

7.1.9 regularly save important personal details externally, e.g., on an external storage medium, hard drive or in the cloud. Skate Navigator shall not be responsible for any lost or impaired details.

## 8. BREACH OF USER OBLIGATIONS

8.1 In order to ensure the proper and reliable provision of services, Skate Navigator imposes the following sanctions upon breach obligations by a user:

- warning;
- deletion of content;
- temporary deactivation of user account; and
- cancellation (irrevocable deactivation).

8.2 The type of sanction shall depend on the purpose, impact and type of the breach in light of Skate Navigator's and the user's interests.

8.3 In the event a user account shall be cancelled in accordance with this Section 8, the respective user shall not be permitted to register again.

## 9. CONTENT

9.1 Skate Navigator permits its registered users to use the offered portfolio of products and services in accordance with statutory law and these T&C, in order to upload, save, publish, distribute, transmit and share content with other users.

9.2 The user consents that as a result of the automatic evaluation of the way such user uses the platform, it may be exposed to certain offers and/or marketing messages tailored to such user.

9.3 The user consents that marketing measures may also be taken in the proximity of content created by such user.

9.4 Skate Navigator shall have the right to save content or disclose such content to third parties, to the extent this is required by law, or legally permissible and reasonably necessary, in order to



9.4.1 comply with statutory law, or court or administrative orders

9.4.2 ensure compliance with these T&C;

9.4.3 react to claims of breaches of law raised by third parties; or

9.4.4 safeguard the rights, property or personal safety of Skate Navigator, its users and the general public.

9.5 The user grants Skate Navigator the irrevocable, free, non-exclusive and unlimited right to use all content generated, transmitted, saved and published by such user. Accordingly, Skate Navigator shall have the right to use, irrespective of the type of usage, all content both as part of the Skate Navigator platform and any other activity of Skate Navigator or any company affiliated with Skate Navigator. This shall include the right to change and edit such content, unless such changes or edits impair material interests of the user. In this connection, the user waives, to the extent legally permissible, all intellectual property rights. However, to the extent feasible, in the event that Skate Navigator uses content created by a user outside the Skate Navigator platform, Skate Navigator shall note that such content was created by the user.

9.6 Skate Navigator does not claim ownership of any content created by users and will not supervise such content.

9.7 Skate Navigator reserves the right to delete content created by users, such as routes, events or comments without giving reasons. In this event, the user shall be notified and, in the event of a breach of these T&C, may be sanctioned in accordance with Section 8.

9.8 Skate Navigator shall not be responsible for inaccurate content created by users, e.g., details regarding routes or events etc..

## 10. PRIVACY POLICY

Please see the separate Privacy Policy available on [www.SkateNavigator.com/en/privacy-policy](http://www.SkateNavigator.com/en/privacy-policy).





## 11. REPRESENTATIONS AND WARRANTIES

11.1 Skate Navigator does not represent or warrant that the SkateNavigator.com platform will be available at all times, or that it and the necessary hardware and software will be completely free from errors.

11.2 Skate Navigator does not represent or warrant that the transmission of data via other systems, in particular the internet and telecommunication networks, is not tracked, recorded or distorted by third parties.

11.3 The user uses the Skate Navigator offering exclusively at its own risk. This applies, without limitation, to

11.3.1 the related use of any hardware, including, but not limited to, (i) the respective smartphone, e.g., in the course of using the feature "measuring pulse", by pressing the photo light for a prolonged period, the user's finger may heat up, (ii) chest straps, and (iii) smartphone dongles;

11.3.2 downloading of the user's own and third party content; and

11.3.3 any use by the user of data created or provided by Skate Navigator, including, but not limited to (i) measured pulse or altitude details, or (ii) recommendations for actions, e.g., workout plans etc. The user explicitly acknowledges that any such data or content may contain errors, and Skate Navigator does not, to the extent permitted by law, assume any responsibility for the correctness of such data.

11.4 The use of any software or hardware offered by Skate Navigator is no substitute for the consultation by the user of a specialized doctor.

11.5 Additionally, Skate Navigator does not make any representations or warranties with respect to external links, banners or other information and marketing offers that may be made accessible to the user. Any contractual arrangements entered into between the user and a third party provider, e.g., via linked websites or banners, result in a contractual relationship between such user and the third party provider only. Skate Navigator does not make any representations or warranties with respect to products or services of third party providers.



## 12. LIMITATION OF LIABILITY

12.1 Skate Navigator shall be liable as currently provided by law, regardless of the statutory basis of such liability (precontractual, contractual, tort) only if Skate Navigator has caused a certain damage willfully or with gross negligence. In the event of slight negligence, Skate Navigator shall not be liable to other businesses and shall be liable to consumers only for personal damages. Skate Navigator shall not be liable to businesses for follow-on damages, mere pecuniary losses, lost profits or damages resulting from claims of third parties.

12.2 Unless required by statutory law, neither Skate Navigator nor any of its business affiliates shall be liable for damages resulting from the use of content made accessible through the use of the online platform or other forms of use of the online platform or mobile apps. This also applies to damages resulting from errors, problems, viruses or loss of data.

12.3 SkateNavigator.com assumes no liability for downloaded material or material obtained as a consequence of using the Skate Navigator.com platform. The Registered User is solely responsible for any damages caused by such materials to his computer system or for information that is lost as a consequence of downloading materials from the SkateNavigator.com platform.

12.4 The Registered User is exclusively liable for any claims of lawsuits of any kind in any way derived from or related to conflicts with other users. The Registered User acknowledges and accepts that SkateNavigator.com will not, under any circumstances, be liable for the acts and omissions of other users, including the damages associated with such acts or omissions.

## 13. INDEMNIFICATION BY USERS

13.2 The user shall indemnify Skate Navigator for all claims raised by third parties as a result of an infringement of their rights by the user in connection with content uploaded to the SkateNavigator.com platform by such user or as a result of any other usage by such user of applications available from Skate Navigator. The user shall bear the costs of any legal proceedings, in which Skate Navigator may be involved in connection with such claims, including all court costs and attorney's fees to the extent permitted by law, unless the user was not at fault in causing such infringement.

16.3 In the event that a claim is brought by a third party, the user shall promptly, truthfully and completely make available to Skate Navigator all information available to such user that may be necessary to verify such claim and defend against it. Any additional claims for damages that Skate Navigator may be entitled to bring against the user shall not be affected.



## 14. CHANGES TO THE T&C

14.1 Skate Navigator reserves the right to amend these T&C from time to time for a number of reasons including, without limitation, for commercial reasons, to comply with applicable law or regulations, or for customer service-reasons. At any time, the then-current version of these T&C is available for viewing on the SkateNavigator.com platform.

14.2 Changes to these T&C, other than changes to Section 3 require the consent of the respective user, to whom the changed T&C shall apply. If Skate Navigator intends to implement such changes to these T&C, Skate Navigator will give the user as much prior notice of such changes as possible. Such notice shall be made (i) via email to the email address the user previously supplied, (ii) on the relevant pages of the SkateNavigator.com platform, or (iii) on any other device through which the user accesses the Skate Navigator services. We may invite the user to accept the new T&C by clicking “yes” or “I accept”, checking a “tick box” or any other similar method of confirmation. Any such modifications will take effect within thirty days of publication.

14.3 In the event that the user does not consent to the changed T&C, it shall not be permitted to any further use of the SkateNavigator.com platform.

14.4 Following amendment of the T&C, the continued use of Skate Navigator's offering following the notification or, as the case may be, expiration of such thirty days-period, by any registered user shall be deemed user's consent to the amended T&C.

14.5 Subject to Sections 14.1 to 14.4, any changes to these T&C must be made in writing. No ancillary oral arrangements exist.

## 15. MISCELLANEOUS

15.1 In the event that individual provisions of these T&C shall be or become invalid, all other terms and conditions shall remain in full force and effect.

15.2 Governing Law and Jurisdiction.

15.2.1 These T&C and all contractual relations and litigation between the users and Skate Navigator shall be governed by Austrian law, excluding the conflict of law-provisions of the United Nations Convention on Contracts for the International Sale of Goods.

15.2.2 Place of delivery and exclusive court of jurisdiction shall be The Hague, The Netherlands.