

General Terms And Conditions Of Business For Using The Crossbox

1. Introduction

We are looking forward to welcoming you as part of the The Crossbox community.

The following General Terms and Conditions of Business set out the legal framework for using The Crossbox and the services that we offer. Therefore, please read these General Terms and Conditions of Business carefully.

2. Scope

2.1 Parties to the contract and subject matter of the contract

These General Terms and Conditions of Business form the basis of the user contract being formed between you and us, The Crossbox - Team represented by Hagen Kaiser, Fuchsbichl 51, D-82057 Icking, Germany (hereinafter referred to as "us" or "we"). The subject matter of this contract is the use, free of charge or for a fee, of the services we offer under the name The Crossbox via our software applications (hereinafter referred to individually as "The Crossbox Service" or collectively as "The Crossbox Services" or in general "The Crossbox"). If you would like to have a mobile app to use the The Crossbox Services, please check our website <https://thecrossbox.net> to see if we have a mobile app for your end device and your end device's operating system.

2.2 Terms and conditions for participating

A condition for opening a user account and using the The Crossbox Services is that you are at least 18 years of age and have full legal capacity.

The Crossbox is intended exclusively for consumers. The legal definition of a consumer is every natural person that enters into a legal transaction for reasons that cannot be chiefly attributed to either their commercial or their self-employed occupation. Use of The Crossbox for commercial purposes of any kind is expressly prohibited.

2.3 Additional terms and conditions

We reserve the right to agree to additional terms and conditions for individual The Crossbox Services. We will, however, notify you of this in good time prior to use.

3. The Crossbox' Services and Prices

3.1 Services free of charge or for a fee

The scope of the services included in The Crossbox and the The Crossbox Services and available for use by you depends on the type of The Crossbox Service and whether you use the The Crossbox Services free of charge or for a fee. If you use it free of charge you only have access to certain basic functions and information of the respective The Crossbox Service. A more extensive range of functions is available to you if you enable the respective content modules (such as a training routine) separately as part of a subscription for the respective The Crossbox Service.

Please note that in order to use some of the The Crossbox Services to the full extent, certain equipment and training tools (such as a gym machine, dumbbells or a pull up bar) may be required. These are not part of the The Crossbox Services and need to be provided or purchased by you separately at your own costs.

In case of nutrition coachings, please note that the foods suggested as part of the coaching are not part of the The Crossbox Services and need to be purchased by you separately at your own cost.

3.2 Prices

Please consult the Apple App Store for information on the respective current pricing and subscription models and the services that these include. All prices stated include the applicable VAT.

4. Your Health

4.1 Terms and conditions with regard to your health

Use of the The Crossbox Services is at your own risk.

In any case a condition for the use of the The Crossbox Services is that you must be in a good general state of health. If you have knowledge of any pre-existing medical conditions we advise you to seek medical advice from a doctor urgently before you start the The Crossbox Services (such as trainings or coachings). This applies in particular if you have knowledge of one or more of the following medical complaints/conditions/procedures: (i) cardiovascular disease, (ii) lung or respiratory disease (including asthma), (iii), spinal and/or

joint problems, (iv) neuromuscular disease, (v) surgical procedures, (vi) any other health issues.

In case of The Crossbox Services related to nutrition, you are responsible for verifying that the foods and nutrients recommended as part of the coaching or guide do not contain any ingredients or contents to which you are allergic or which may cause food intolerance.

In addition our female athletes should note that pregnant women and breast-feeding mothers should not do the trainings and coachings offered by us.

The following general rules apply: Listen to what your body is telling you.

Before using the The Crossbox Services for the first time or while using The Crossbox, if you have any doubts about your health (e.g. because you are experiencing considerable pain, a general malaise, shortness of breath, nausea or dizziness) consult your doctor before starting or continuing with The Crossbox.

4.2 No substitute for medical advice

The services and information offered by The Crossbox and the The Crossbox Services do not constitute medical advice or a doctor's advice. Nor are they a substitute for a medical examination or treatment by a doctor.

4.3 Training-/Dietary Methods

Fitness and/or nutritional advice is subject to constantly evolving knowledge in relation to health science, nutritional science and sports science. Although we base our trainings and nutritional tips on current studies and knowledge, we do not guarantee that these reflect the most up to date research findings or knowledge.

5. Conclusion of a Contract

How the respective contract is formed depends on the method by which you register for The Crossbox for the first time and whether you sign up for additional fee-based services.

5.1 Registration via mobile apps

When registering via mobile apps, the formation of the user contract depends on the rules of the app store supplier (for example Apple, Google, Sony etc.). The contract is generally formed when you click on the "Install" field in the relevant app store and, where necessary, enter your password in question.

5.4 Correction of input errors

If you would like to purchase a one-off additional service or a subscription via our mobile app as part of an in-app purchase, we will not ask you for any further billing or payment details because you will purchase the service via

your account with your app-store supplier. Please contact the relevant app-store supplier if you would like to correct any input errors.

6. Liability for Defects

6.1 Statutory Provisions

Statutory provisions apply to claims due to defective services. Your consumer rights remain unaffected in any case.

6.2 Disclaimer of guarantees

We do not make any representations or guarantees that the use of the The Crossbox Services will bring the training- or other result intended by you. We do not promise a concrete success. Also, the actual training result will depend on factors which cannot be influenced, such as, for example, physical disposition and preconditions. Consequently, results may vary strongly between individuals despite the same use of the The Crossbox Services.

7. Liability

7.1 General

Insofar as you are provided with guides or instructions in connection with the The Crossbox Services it is imperative that you follow them. Otherwise you risk being injured and your general health.

Insofar as you use equipment or training tools it is your responsibility to ensure that such equipment and tools are in good working condition and installed and/or set up properly.

You need to observe and respect our health safety notices in clause 4.

7.5 Product liability

Claims under the German Product Liability Act remain unaffected by the above-mentioned liability exclusions or limitations.

8. Rights of Use over The Crossbox Content

Depending on which services have been enabled for you, or which services you have purchased, the services we offer contain partially content which is protected by copyright or otherwise and we hold the respective rights. We grant you a non-exclusive and non-transferable right to use this content in a non-commercial form within the scope of the contractual provisions. Purely for the avoidance of doubt we draw your attention to the fact that in particular

distributing our content or making it publicly available, e.g. on websites other than The Crossbox websites, is not permitted. The right of use will lapse when your access to the respective service is no longer enabled (e.g. after you have cancelled your subscription) or when your user contract ends.

9. Responsibility for User-Generated Content

9.1 Disclaimer of responsibility for third party content

You are solely responsible for content that you post within the The Crossbox Services. We accept no responsibility for this content, nor do we monitor it.

9.2 Compliance with statutory provisions

When supplying your own content you are obliged to comply with all the applicable laws and other legislation of the Federal Republic of Germany. Regardless of whether or not it constitutes a criminal offence, it is prohibited to supply content of a pornographic, sexual, violent, racist, seditious, discriminatory, offensive and/or defamatory nature.

In addition you are also obliged to refrain from infringing any third-party rights. This applies in particular to personality rights of third parties as well as to third-party intellectual property rights (such as, for example, copyrights and trademark rights). In particular you must also hold the necessary rights over your profile picture or any other picture you post.

We are entitled to delete or remove any content that is unlawful or that infringes the above-mentioned principles at any time. If you infringe the above-mentioned principles we are entitled to give you a warning or to temporarily block your user account or to cancel the user contract for good cause.

9.3 Indemnification

If you infringe the principles mentioned in clause 7 and that this is your fault (i.e. because you acted either negligently or with intent), you are obliged to indemnify us against any third-party claims arising from such infringement. We reserve the right to assert claims for damages and other claims.

10. Ending the Contract

10.2 Subscription

Subscriptions purchased via in-app purchase must be cancelled using the settings in the respective app store. If your subscription fee is collected via iTunes, contrary to the provisions above a notice period of 24 hours before the end of the minimum contractual term or before the end of the respective

renewal period applies for technical reasons. Your user account and any other subscriptions will continue to exist after you have cancelled your subscription.

We are entitled to cancel your subscription with effect from the end of the minimum contractual term or with effect from the end of the respective renewal period by giving two (2) weeks' written notice.

10.3 Cancellation for good cause

The right to cancel for good cause remains unaffected in the case of either party. In particular we are entitled to cancel your subscription with immediate effect if you seriously or repeatedly breach the provisions of the user contract and/or these General Terms and Conditions of Business, or if you are in arrears with your payment obligations.

11. Personal Data

We process your personal data in accordance with our privacy policy; you can always retrieve the current version of these at <https://thecrossbox.net/privacypolicy.pdf>. In particular these data protection provisions govern and explain the extent to which your personal data can be seen by other users and what options you have for controlling its disclosure to other users.

12. Changes to the General Terms and Conditions of Business

We reserve the right to change or modify these General Terms and Conditions of Business with future effect. We will advise you of the changes by email no later than two (2) weeks before the new version of the General Terms and Conditions of Business is scheduled to enter into force. If you do not object to the validity of the new General Terms and Conditions of Business within such period and continue to use The Crossbox, then the new General Terms and Conditions of Business will be deemed to have been accepted. In the event that you do object, we expressly reserve our rights of ordinary cancellation. We will also advise you again separately of your right to object, the deadline to do so and the legal consequences of your objection or failure to object.

13. Final Provisions

13.1 Applicable law

The relationship between the parties is governed exclusively by German law under exclusion of the UN Convention on Contracts for the International Sale

of Goods (CISG). In relation to business transactions with consumers within the European Union, the law of the consumer's place of residence may also be applicable where such law contains consumer law provisions that it is mandatory to apply.

13.2 Place of jurisdiction

If you do not have a place of general jurisdiction in Germany or in another EU Member State, or if you have moved your permanent place of residence to a country outside the EU after these General Terms and Conditions of Business have entered into effect, or if your permanent place of residence or usual place of residence at the time the complaint is filed is not known, then the exclusive place of jurisdiction for all disputes arising from this contract will be our place of business.

13.3 Language of the contract

The language of the contract is English.

13.4 Severability clause

Should any individual provisions of these General Terms and Conditions of Business be or become invalid in whole or in part, this will not affect the validity of the remaining provisions.

14. Information about the Supplier

The Crossbox,
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Germany
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