

GENERAL TERMS AND CONDITIONS

I. Preamble

These General Terms and Conditions (hereinafter: **T&C**) set out the general terms and conditions of the legal relationship between GoMomGo AG (hereinafter: **Service Provider**) as the operator of the www.gomomgo.com website (hereinafter: **Website**), of the one part, and the user of the electronic commerce service provided by the Service Provider (hereinafter: **User**), of the other part, established by way of an order placed on the Website and aimed at the provision of electronic commerce services.

This General Terms and Conditions (T&C) shall apply for any and all orders by the users and clients of the internet platform. With the confirmed order, these T&C are deemed to be accepted by the client.

Please read these T&C, along with the Privacy Policy (hereinafter:) carefully before registering/placing an order.

These T&C contain—among others—the general terms and conditions of contract regarding the operation of the Website, the online subscription to and availability and use of the services offered on the Website. If you have any questions regarding any of these, please feel free to contact us using our contact information provided herein and on the Website.

II. Availability, scope and amendment of the T&C, and how they become part of the contract

The T&C as well as any service contracts falling under their scope are concluded in English and in electronic form only; they will not be kept on file, which means that only the data provided at the time of placing the order will serve as evidence to their conclusion, as they will not be drafted in the form of separate documents.

For a contractual relationship between the Service Provider and the User to be established, the User is required to make an express statement on agreeing to the T&C and the Privacy Policy, by which they irrevocably acknowledge that, before contract conclusion, the Service Provider made it possible for them to read and download (and thereby to store and reconsult) the complete T&C and Privacy Policy.

The T&C can be accessed and downloaded on the Website at any time at <https://gomomgo.com/docs/gomomgo-tc.pdf>.

The Privacy Policy can be accessed and downloaded on the Website at any time at <https://gomomgo.com/docs/gomomgo-pp.pdf>.

II.1 Registration

By registering and placing an order through the Website—through ticking the boxes in the form for agreeing to the T&C and the Privacy Policy—, the User declares having read and agreeing to the T&C and the Privacy Policy, and considering the provisions thereof binding on themselves, and on consenting to the Service Provider processing their data made available to the Service Provider.

The prerequisites of successful registration and, after that, placing an order through the Website include making an express statement on agreeing to the T&C and the Privacy Policy as above; in the latter case—i.e. when placing an order through the Website—a service contract (hereinafter: **Contract**) is concluded between the Service Provider and the User under the T&C. Any and all communications disclosed by the Service Provider on the Website in relation to the use of the service in question shall form part of the Contract.

In lack of agreeing to the T&C and consenting to the processing of the data pursuant to the Privacy Policy, the registration cannot be completed and no personal data will be made available to the Service Provider.

In the course of registration, the Service Provider will send a confirmation link to the User's email address; by opening that link, the User will be able to log in to their personal account (hereinafter: user account).

The User agrees to provide real data concerning themselves and, if required for the safe use of the service, on their health status (see e.g. the Trimester New Mom Training Programme) at the time of registration, placing the order and using the selected service. Providing false data or the data of another person qualifies as deception and entitles the Service Provider to challenge the validity of the Contract. The Service Provider disclaims all liability in the case of deception. Furthermore, it also disclaims all liability in the cases where the User uses the service in spite of the prohibitions communicated by the Service Provider in relation to the service before the use of the same, or uses the service other than as instructed in the notice and/or, in the case of instructed services (see e.g. online sports classes), other than as instructed in the online video.

In the Privacy Policy, the Service Provider gives detailed information—in compliance with the effective laws of Switzerland—on the processing of the personal data provided by the User in the course of registration, placing the order and using the selected service—not including the personal data recorded in the user account and/or while using the online payment system—, the personal data processed, the data processing practices used, the organisational and technical measures taken to protect the data, as well as the rights of data subjects and how to exercise them.

The User may request the erasure of the data and the registration any time, without stating the reasons, in line with the Privacy Policy.

After successful registration, it is not possible to withdraw the acceptance of the T&C; the T&C will continue to form part of the contract between the Parties as long as there is a legal relationship between the Parties (i.e. until deletion of the registration).

The User can request the deletion of their registration by sending a statement via email to hello@gomomgo.com, and the Service Provider will be obliged to fulfil such request within 14 days. The Service Provider will send an email to inform the User on the successful deletion of their registration.

Deleting the registration will terminate the legal relationship of the Parties with a future effect; the date and time when the email sent by the Service Provider on the deletion appears in the User's email account will serve as the date and time of termination.

After the deletion of registration and termination of their user account, any further processing of the User's data relating to their previous orders will be governed by the Privacy Policy.

The Service Provider shall retain the right to reject the registration of clients without giving reasons and to exclude clients from the utilisation of the internet platform for a certain period of time or permanently. The Service Provider shall have these rights, in particular if:

- (a) there are reasonable indications for an unauthorised or abusive utilisation of the internet platform; or
- (b) clients fail to comply with their obligations under these T&C – in particular their duties to care under clause II.2; or
- (c) the Service Provider has reasons to believe that a client is violating governing law or applicable legislation; or
- (d) the Service Provider has reasons to believe that a client is involved in any fraudulent or other criminal or illegal activity.

II.2 User account, password and security

Following registration, Users can log in to their user account. The username of the User as a registered person, along with their scores achieved through completing the individual programmes and training videos, and their relevant ranking will be accessible by other registered users under the 'Profile/Ranking' menu; apart from that, however, other users cannot access any other personal data.

Provision of the data that are optional to provide in the user account is always voluntary. These data will not be processed by the Service Provider; they are only to help the User select the service most matching their needs, assess the effectiveness of the training videos and log the results achieved. Without consent, the Service Provider will not transfer these data to any third party and will not make them available to any other registered user.

In awareness of the Privacy Policy, the User can decide whether to consent to the processing of their data by ticking the box on various parts of the Website, before sending their data. It is not permitted to record the data in lack of consent.

The Service Provider shall not be held liable for any damage caused by the fact that the User has forgotten their login data (registered email, unique password) or that such data have become accessible to unauthorised parties for a reason not attributable to the Service Provider.

The User shall notify the Service Provider immediately upon becoming aware of any unauthorised use of their account or login data; also, Users must make sure to log out of their account after each session when using the Service. The Service Provider will not be liable to compensate any damage resulting from failure to comply with the above.

The User can change their username and password at any time in the 'Settings' menu in their user account.

In the event Users forget their password, the Service Provider will send a link to the User's registered email, through which a new password can be set, provided that the User requests a new password by accurately providing their email address after a failed attempt to log in.

All services used previously are listed in the Billing menu in the user account.

II.3 Material scope

The T&C shall apply to browsing the Website, registering to the Website, as well as, through orders placed through the Website, to the legal relationships between the Service Provider and the User concerning the provision of electronic commerce services.

II.4 Territorial scope

The Service Provider offers the online services available on the Website without any territorial restrictions, provided that the User has the technical conditions necessary to use the same.

II.5 Duration

The T&C shall take effect as of 18 January 2021 and remain valid until repealed. Any amendment to the T&C shall take effect on the date of its publication on the Website.

The Service Provider is entitled to amend the T&C unilaterally.

Any amendment will be published on the Website, with indication of the effective date.

The Service Provider may amend these T&C at any time. Amendments will be communicated to clients on the internet platform at least 30 days before they come into force. Should the client not wish to accept these amendments, they may terminate the contractual relationship with immediate effect in writing (including by email).

III. The Parties

The Service Provider's information:

Name: GoMomGo AG

Registered office (and place of complaint handling): Keltenstrasse 4. Zollikerberg 8125 Switzerland

Body of registration: Handelsregisteramt des Kantons Zürich

Company registration number: CHE-163.948.810

Tax number: CHE-293.685.633 MWST

Executive officer, authorised representative: Katalin Orbán (with sole powers)

Bank account number: CH70 0023 0230 7779 8901 Z

Account holding bank: UBS Bank

Electronic mailing address regularly used for communication: hello@gomomgo.com

Website URL: www.gomomgo.com

Phone: +41 77 473 3995

User: means the natural person using the electronic commerce service offered by the Service Provider, creating a user account upon registration and/or placing an order through the Website.

Any legal entity or organisation without legal personality (hereinafter jointly referred to as: legal entity) placing an order for services—through their representative—through the Website shall also qualify a User and shall have joint and several liability and rights together with the natural person using the services regarding all obligations and rights in the legal relationship for electronic commerce services which, by their nature, are not limited to natural persons.

Given their nature, the services available on the Website (section V.1.1) can be used by natural persons only. Orders for services can only be placed through the Website by natural persons of legal age whose ability to act is not limited (except for persons whose ability to act is partially limited but have been authorised by the court to enter transactions without the consent of their custodian), including the representation of legal entities.

Where the User is a legal entity, by placing the order the natural person acting on behalf of such legal entity declares being authorised to place the order on the legal entity's behalf.

By registering and/or placing the order, Users declare that they meet the conditions laid down in this section.

IV. The services

IV.1 Services

Currently available services are listed on the Website under the Services menu.

IV.1.1 Types of services:

- Video Store service: An online service offering sports classes previously recorded by the Service Provider which the User can access without limitation in quantity or time during the subscription period i.e. 30 days. Access to the service is activated upon payment of the one-off fee; the subscription period starts on the date of payment of the selected subscription fee.
- Programmed service: Programmes with a predetermined structure starting on the day announced on the website, running through a specified number of weeks, made up of successive or interlinked classes. The Service Provider ensures access to the classes according to a predetermined schedule. Users can only join Programmed services until the deadline communicated on the website; joining already ongoing Programmes is not possible. Missed classes cannot be subsequently attended. Attendance is conditional upon the one-off service fee being credited within the specified deadline.

The Service Provider offers detailed information on the Website regarding each type of service; the User is responsible for carefully reading such information and making a decision on ordering and using the service in light thereof. All information disclosed on the Website in relation to the given services shall form part of the Service Contract, and Users are not entitled to rely on their lack of knowledge thereof.

The Service Provider is entitled to offer HUF '0' services periodically or on a permanent basis, expressly disclosed as such on the Website. Services of this type can be ordered by the User the same way as other services, with the only difference that no online payment takes place. In this case, the service contract is concluded by way of placing the order, and this is confirmed by the Service Provider at the end of the ordering process and also by email.

The services offered as part of the Video Store service include the so-called '7-day free trial' content that is in scope for the T&C and is available free of charge upon registration, irrespective of its actual use by the User. This '7-day free trial' is governed by the provisions of the service contract, on the proviso that the Service Provider may in its sole discretion specify the scope of services available during such period.

During the sports classes recorded on video available within the Video Store and the Programmed services, trainers give instructions to the Users relating to the exercises that Users can hear through the speakers; such instructions form part of the service and full compliance with them is the User's responsibility.

The User—as a registered user—can use the service from a single computer at a time, after logging in to the Website, during the period covered by their subscription. For programmed services, the Service Provider will disclose the service schedule on the Website in advance.

The User is responsible for choosing the classes matching their personal characteristics, health and fitness conditions from the service offer. Users acknowledge that they can only participate in the Service Provider's classes on their own responsibility, and the Service Provider assumes no liability whatsoever in relation to the implementation of the exercises. The Service Provider gives detailed information on each type of service, including but not limited to the objective of the given service, what the participant can expect, how demanding the online sports class is, what schedule it follows and what tools are required, who the instructors are, to whom it is recommended to participate, and to whom not. In addition to such information, instructors also provide the information necessary for the proper execution of the exercises during the online classes; complying with such information is the User's responsibility.

The Service Provider excludes its liability for any damage to the User's property, including any depreciation in the User's assets, any profit foregone, and any costs necessary for remedying the property damage suffered.

IV.1.2 Technical conditions of using the service:

For Users to be able to use the services in proper quality, they need to have at least the following IT equipment and services:

- IT equipment suitable for playing videos, equipped with a display screen (e.g. computer, laptop, tablet, smartphone, etc.)

- An internet browsing application available on the IT equipment (e.g. Chrome, Firefox, Safari, Opera, Explorer, etc.);
- An internet connection available on the IT equipment, with a speed suitable for playing videos publicly available on the internet in a proper quality (fixed, Wi-Fi or mobile internet etc.)

- Properly functioning speakers, integrated into the IT equipment or connected to it in a way allowing for data transfer (wire, bluetooth etc.)

The Service Provider has no liability whatsoever for any payment obligations arising with the User's internet subscription or any extra charges due to the type of subscription (e.g. maximum download limits). The User shall use the Service in awareness of the characteristics and fees of their own internet service.

IV.2 Service rules

IV.2.1 Service price

On the Website, the Service Provider gives detailed information on the service, including its name, description and price. Prices are indicated in HUF and include VAT (gross price). The User will not be charged any additional costs by the Service Provider in connection with the service.

If there is a defect or deficiency regarding services or prices, the Service Provider reserves the right of correction. In such a case, upon detection of the error and amendment of the data, the User will receive immediate notification about the new details, and can confirm the order in light thereof or either Party can withdraw from the contract.

If, in spite of all due care by the Service Provider, a wrong price is indicated—in particular if the price is obviously wrong because it e.g. significantly differs from the usual, generally accepted price of the service, including if the price of HUF 0 or HUF 1 is displayed due to a system error—the Service Provider shall not be obliged to provide the service at the wrong price but shall offer delivery for the accurate price, in awareness whereof the User may withdraw from their intent to purchase.

The Service Provider reserves its right to amend service prices in its own discretion; this shall not affect ongoing services that are already paid and subscription services that renew automatically, as long as they are used by the User as an active service (i.e. without suspension or cancellation). The new price will apply to automatically renewing services when the User re-subscribes to them after a cancellation or, in the case of suspension, if successful charging takes place 30 days after the suspension.

In case of introducing a discount price, the Service Provider will offer comprehensive information on the Website to Users on the nature, duration and rules of the promotion.

IV.2.3 Payment

At payment, after providing their billing information, Users can choose from among the online bank card payment options ensured by the Service Provider.

The Service Provider reserves the right to determine the available online payment systems, which will in each case meet the requirements of secure online payment as prescribed by payment legislation.

Finalisation of the order: after providing the necessary details (Providing data), the User can check their provided data and the content of the cart, and can make the express statements necessary for finalisation of the order (Summary). Any typos can be corrected and/or the content of the cart can be modified or deleted by clicking the 'Modify data' button.

The User places the order by clicking the 'Continue to payment' button.

Placing the order by the User shall qualify as making an offer for purchase. The User acknowledges that, by placing the order, they become subject to a payment obligation.

When placing an order, after providing the requested data, the User is directed from the pre-payment page of the Website to the secure payment site of the selected online payment system, where they are required to provide their card data necessary for payment. The data content of the payment site (the details, number and date of expiry of the card and the underlying account) will not be disclosed to the Service Provider.

Should the User not complete the payment transaction within the time window ensured by the payment platform, or should the transaction fail due to lack of coverage or any other reason, the User's order will be considered cancelled. If the User still wants to make the purchase, they need to restart placing the order.

The service contract between the Service Provider and the User is concluded upon successful payment of the order, which the Service Provider will confirm by sending an invoice notification by email to the User, attaching the electronically issued invoice.

Under the service contract, the Service Provider shall make the ordered service available to the User and the User shall pay the purchase price (subscription fee).

Details of the order and the active subscription can be found in the Settings/Billing menu in the user account.

Previous subscriptions that are no longer active can be queried in the Settings/Billing menu and the relating invoices can be downloaded.

The Service Provider excludes its liability for the case where the invoice notification is not received because the User provided a wrong or non-existent email address or cannot receive messages because their email account has run out of storage. The data of the order as well as the service are available through the user account even in this case, and the electronic invoice can also be downloaded from the user account.

V. Right of withdrawal

Within 14 calendar days since the purchase, the client shall be entitled to return the programs purchased on the internet platform respectively to subsequently waive their right to the utilisation of the purchased offer and to get back the compensation paid. For this purpose, the client shall contact the Service Provider via the email address hello@gomomgo.com and explicitly terminate the contract.

For the compliance with the deadline, the timely dispatch of the withdrawal shall be decisive. The withdrawal shall not require any reasons.

The right of withdrawal shall be excluded for programs whose realization has already started.

Where the User exercises their right of withdrawal in accordance with the above, the Service Provider will, immediately but no later than within fourteen days of becoming aware of the withdrawal, reimburse the full amount paid by the User.

Any amount due back will be reimbursed by the Service Provider using the same payment method as was used by the User qualifying as a Consumer. With the express consent of the User qualifying as a Consumer, the Service Provider may also use a different payment method for reimbursement; however, the User qualifying as a Consumer must not suffer any additional charge on account of that.

VI. Complaint handling

VI.1 The online dispute resolution platform of the EU

In the event of complaint, the User can use the online dispute resolution platform of the EU. The online dispute resolution platform can be used after registration in the European Commission's system. The online dispute resolution platform can be accessed through the following link after registration in the European Commission's system:

<https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>

VI.2 Filing for court action

Users may also enforce their rights arising from the legal relationship related to the provision of electronic commerce services between the User and the Service Provider before the court.

For disputes arising from or in connection with the contract between the Service Provider and the client and/or the T&C, the competent courts in Meilen, Switzerland, shall have the exclusive jurisdiction. Statutory jurisdiction in favour of consumers shall main reserved (such as for example Art. 32 Swiss Civil Procedure Act (ZPO)).

VII. Closing provisions, copyrights

If the Service Provider fails to exercise a right to which it is entitled according to these T&C, such failure shall not be deemed a waiver of the right in question.

The Website may contain direct automatic links to other websites. Such linked websites are owned and operated by third parties; the Service Provider only acts as in intermediary in providing access to them, but does not assume liability for any information or content placed on such websites.

The Website and all visual content, sound, texts, design and the arrangement of these, as well as the videos and diets offered as part of the service are protected by copyright, with the Service Provider being their sole owner, and they can only be used with the Service Provider's permission. The name, structure and methodology of the services all form the Service Provider's proprietary intellectual property; any use or copying the same, in full or in part, for business purposes without the Service Provider's prior written permission is prohibited. The Service Provider will take the legal actions necessary for enforcing its legitimate claims against anyone violating such prohibition, along with enforcing damages and disclosing such misuse to the public.

It is not allowed to save the videos offered as part of the service or record them in any other form; it is prohibited to take a photo or make a video of them, or to record, copy, save or use any fracture of a video or sound recording without the Service Provider's prior written permission. The User shall be liable for damages in the case of any violation of the above.

The User is not entitled to use the Services for business purposes; they may not record the services for any such purpose, may not transfer them to any third party or permit anyone to do so.

The Service Provider reserves the right to make changes and corrections to the Website or to relocate the Website to another domain.

Deviations from these T&C shall only apply, if these have been agreed between the Service Provider and the client in writing.

The client may only assign their claims towards the Service Provider with the consent of the Service Provider.

Should individual provisions or parts of these T&C be invalid as a whole or in parts, the validity of the remaining provisions shall remain unaffected. In this event, the client and the Service Provider shall undertake to replace the invalid provision with such valid provision that comes closest to the commercial purpose of the invalid provision. The same shall apply to any contractual loophole.

Swiss law shall be applicable to the contract between the Service Provider and the client as well as these T&C. The application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) shall be excluded.

GoMomGo AG
Service Provider

Zollikon, 18 January 2021