

# Terms and Conditions of YourFitWay License Sale

## Introduction

Terms and Conditions of YourFitWay License Sale govern the rules of YourFitWay's functioning with regards to sharing the mobile application in subscription model for iOS and Android users. The application connects digital health with the elements of social game and prizes based on 10 000 steps a day challenge. The Organizer acquires the Application users through Independent Business Partners' distribution in the model based on classic sale system: producer – distributor – retailer – customer, the purpose of which is to acquire 10 000 000 application users globally.

## Explication

These Terms and Conditions constitute an addition to the Terms and conditions of participation in the YourFitWay Affiliate Program in relation to the regulation of license sale conducted with the participation of Independent Business Partners who organize the marketing and sale of the product provided by Operating Entity with adherence to the terms and conditions defined in the Licence. It is assumed that these Terms and Conditions become effective only after accepting all Terms and conditions of participation in the YourFitWay Affiliate Program.

## § 1 [Operating Entity]

Operating Entity of Distribution Licence YourFitWay is YOUR FIT WAY LTD, based in 21 Navigation Business Village Navigation Way, Ashton-On-Ribble, Preston, United Kingdom, PR2 2YP with company registration number 11176627, office@yourfitway.com (further referred to as „YourFitWay“). It should be noted that the use of Licence components may be connected with the operations of entities associated with the Licensor.

## § 2 [Definitions]

**Licensor/Operating Entity** - YOUR FIT WAY LTD, based in 21 Navigation Business Village Navigation Way, Ashton-On-Ribble, Preston, United Kingdom, PR2 2YP

**Independent Business Partner/Affiliate** – YourFitWay Affiliate Program participant

**Licensee** – an Independent Business Partner, who holds valid Distribution Licence

**Application** – an access to YourFitWay system, including the mobile application in Google Play and Apple App Store, social groups, backoffice etc.

**Distribution Licence** – the right to distribute YourFitWay Application according to the terms and conditions stated in given Licence Agreement

**Customer** – an end user of YourFitWay Application

**Backoffice** – a separate section of www.yourfitway.com website available only to registered Independent Business Partners and enabling the management of the participation in the Program

**Fee** – a fee payable by an Independent Business Partner granting access to the number of vouchers that is specified by the terms of the Licence

**Licence Level** – the kind of Licence describing Licensee's right to distribute of the Application, including the position in the distribution model and the terms and conditions of the aforementioned.

**Terms and Conditions of the Licence** – these terms and conditions, which govern the conditions and rules of YourFitWay Distribution Licence

**Terms and conditions** - Terms and conditions of participation in the YourFitWay Affiliate Program available on yourfitway.com

### **§ 3 [Distribution Licence]**

1. The Distribution Licence is free, the Licence Level and the resulting fee are specified based on the first purchase of the vouchers (prepaid access to the Application sold at wholesale price and valid at the given Licence Level). Every prepaid access is a product destined for the distribution to the end users of the Application. The Licence entitles the Independent Business Partner to distribute prepaid access to the Application as well as a regular access payable at 10\$ monthly.
2. The Distribution Model introduced by the producer of YourFitWay Application includes the scheme in which the following levels of distribution occur:
  - a. Retailer – promotes the products among the end users. This Level entitles the Independent Business Partner to the Golden Licence. Operating within this level does not exclude the possibility of purchasing other Licence Levels.
  - b. Sub-distributor – organizes the structures of the sale created mainly by the retailers. This Level enables Independent Business Partner’s access to the Black Licence. Operating within this level does not exclude the possibility of purchasing other Licence Levels.
  - c. Distributor – organizes the structure of the sale created mainly by sub-distributors. Within this Level, Independent Business Partner has access to the Black Ambassador Licence. Operating within this level does not exclude the possibility of purchasing other Licence Levels.
3. The Independent Business Partner is aware that the purchase of the Licence does not guarantee generating certain revenue, gain nor economic success. The Affiliate also understands that the success is fully based on their individual endeavors. The Licensor is not liable for the lack of Independent Business Partner’s sales revenue. The Independent Business Partner agrees that the Licence provided by the Operating Entity in its current form cannot be the subject of any additional implied guarantee nor conditions. The Independent Business Partner confirms, that YourFitWay and all content owners do not make any statements nor give any guarantees nor conditions with respects to the satisfactory quality, commercial suitability, any purpose suitability, or the lack of infringements.

### **§ 4 [Licence Purchase]**

1. Every natural or legal person has the right to purchase the Licence. It is assumed that license sale is only available to an entrepreneur who operates or undertakes to operate their business according to the law applicable to the Independent Business Partner’s location including the tax legislation resulting therefrom. It is stressed, that due to the global nature of the Application Licensor is not liable for the Licensee’s compliance with law in that instance. In case of Licensee’s inability to comply with applicable law, Licensor undertakes to suspend their activity until the compliance is obtained. If such compliance is unobtainable, the Licensor will stop their activity.
2. The Licence along with the Licence Level is granted and specified based on the first purchase of the vouchers according to the Price List available in YourFitWay store at the following link: <https://store.yourfitway.com/shop>
3. Every purchase is invoiced according to the details given by an Independent Business Partner whilst placing the order.

4. The Licence is activated in the Backoffice up to 48 business hours after the payment for the first purchase of the vouchers is recorded in the Licensor's account.
5. The Independent Business Partner has the power to waive their rights resulting from the Licence by using means of electronic communication notifying [office@yourfitway.com](mailto:office@yourfitway.com). With regards to the abovementioned, the following apply:
  - a. the refund for purchased vouchers can be issued within 6 months from the date of the purchase and is applicable only to unused vouchers. In this instance, refund issued upon a written request of the Independent Business Partner constitutes 90% of the Affiliate's payment issued to purchase unused vouchers (being understood as distribution materials). Upon the Affiliate's request and the Licensor's consent 100% of the payment can be refunded. The refund causes the recalculation of the commission fee in the recipient's account.
  - b. considering the Affiliate's agreed accounting period with regards to the commission payment, the Licence notice period is maximum 10 days, counting from the end date of the accounting period that follows the day at which the notice was given, in which the Affiliate reserves the right to the calculated commission payment.

The Independent Business Partner is aware that upon the resignation from the Licence, all unpaid commission payments as well as the future calculations thereof come in the possession of the Operating Entity. All deemed Affiliate's claims towards the Licensor in this regard will be expired.
6. After reaching a specified level of purchased vouchers, the Licensee has the right to upgrade the Licence. The upgrade is available through the purchase of vouchers covering the difference which marks the Licence Level.
7. The Licensee at the level of a Distributor or Sub-distributor has the right to transfer the right to their Account to a third person (free of charge or for a fee), following the submission of a written contract of assignment. Such assignment can only be allowed by the Operating Entity's written agreement issued by electronic means of communication. Operating Entity reserves the right to deny such agreement without cause. In case of a successful contract of assignment, the person renouncing the status loses the Affiliate status and all the components of the participation in the Program, reserving the rights to pay the commission fee calculated based on the previous unsettled accounting periods (including the last period preceding the submission of a contract of agreement). The person acquiring the status of an Independent Business Partner has the right to benefit from the components of the Program and to charge the commission fee beginning from the first accounting period after the date of the contract of assignment issuance and after being granted the access to the account. The commission fee for the period when the person did not yet have Affiliate status will not be charged.

## **§ 5 [Terms and Conditions of using the Licence]**

1. The Licence can only be used within YourFitWay Affiliate Program.
2. The Licence is valid until the end of the Licence's validity period.
3. Holding a valid Licence enables the undertaking of direct or indirect marketing and sales activities according to the level governed by the distribution model. In every case, the abovementioned activities are associated with sharing YourFitWay Application with the end user. The Licence

enables but does not bind an Independent Business Partner to undertake marketing and sales activities.

4. The Licence is linked to:

- a. Vouchers – prepaid, first-time, limited in time (e.g., month-long) access to the Application entitling the Independent Business Partner’s new Customers to use the Subscription on preferential terms. Vouchers are purchased by an Affiliate at the wholesale price in accordance with the Licence.

along with

- b. Commission level – the level including the direct commission generated by own sale as well as the indirect commission understood as a percentage of revenue generated by the subordinate network consisting of the distributors, sub-distributors, retailers, and which regulates held Licence Level.
  - c. Distribution lead – the contact details of potential new users of the Application delivered by YourFitWay
  - d. Know-how – the training sessions and knowledge adjusted to the appropriate level of the distribution, within which an Independent Business Partner undertakes/intends to undertake marketing and sales activities.
5. The Licence use is not compulsory in the process of becoming an Independent Business Partner in YourFitWay Affiliate Program nor in receiving the commission in accordance with the basic level of commission defined in the Gratification Plan.

#### **§ 5 [Terms of Termination of the Licence]**

1. Either party has the right to terminate the Licence Agreement without cause, with a maximum of 10 days’ notice period, starting from the last day of the accounting period in which the termination takes place. The termination of the Licence Agreement must be in a written form, either on paper or via email.
2. In case of the violation of these terms and conditions, the Licensor reserves the right to immediately block the accounts created by the Licensee along with the access to Backoffice and to terminate or suspend of the Licence with an immediate effect.

#### **§ 6 [Complaints]**

1. In order to fill in a complaint regarding the purchased Distribution Licence, it must be sent by an Independent Business Partner to: [office@yourfitway.com](mailto:office@yourfitway.com). The complaint must include:
  - Affiliate’s details, especially their email address
  - A brief description of the reason for the complaint
  - Affiliate’s proposition of the complaint resolution

In the instance where the filed complaint does not include the abovementioned elements, the Affiliate will be asked to provide the missing details.

2. The Complaint will be handled by the Operating Entity within 14 days from the date of receipt of the correctly filed complaint along with the justification for the stand taken.
3. The Complaints regarding any alleged inconsistencies between Licensor's calculations and Affiliate's calculations of the commission fee based on the terms of the Licence can be filed within 14 days from the date in which abovementioned commission fee calculation is generated by the Licensor. After 14 days, such complaints will not be accepted, and the generated calculations will be deemed accepted.

#### **§ 7 [Final provisions]**

1. Shall these terms and conditions be amended, orders will be processed based on the Terms and Conditions of YourFitWay License Sale valid at the moment of placing the order.
2. All other matters not regulated by the Terms and Conditions of YourFitWay License Sale are governed by the Terms and conditions of participation in the YourFitWay Affiliate Program.