

**Terms and Conditions of Fitmee s.r.o company  
for its services at [www.monetohq.com](http://www.monetohq.com)**

**Preamble**

These Terms and Conditions (hereinafter the **“Conditions”**) were issued by the company **Fitmee s.r.o.**, residing at: M.R.Štefánika 1835/32, 026 01 Dolný Kubín, The Slovak Republic, with the company registration number: 47 435 895, the tax number: 2023897128, registered in the Commercial Register maintained by Žilina District Court, Section s.r.o., Entry no.: 60575/L, e-mail: [info@monetohq.com](mailto:info@monetohq.com), (hereinafter **“Fitmee”**) exclusively for the website at the [www.monetohq.com](http://www.monetohq.com) website and other domains belonging to the group of websites [www.monetohq.com](http://www.monetohq.com) + appropriate domain (hereinafter the **„Website“**). These Conditions are issued to define terms and adjust rights and obligations between Fitmee as service providers and users as service subscribers available on the Website. These Conditions apply to the legal relationship between Fitmee and the User in case if the User uses the Website or the services available on the Website, eg. using the software included in the Website, including applications, features, content files, scripts, instruction files, and any related documentation, while these relationships are governed by the following rules.

**I.**

**Basic definitions and terminology**

1. **User:** a natural or a legal person, who under these Conditions uses Website as a registered User through a user account or registered Users are entitled to place an order for the relevant service through the Website. **User - Consumer:** any natural person who is not an entrepreneur, i. natural person who is not a legal person or natural person within the meaning of Act no. 455/1991 Coll. on trade licensing (trade licensing act) as amended and Act no. 513/1991 Coll. Commercial Code as amended. **User - Customer:** any legal entity or natural person - entrepreneur.
2. An order for a service made by a non-business person is a manifestation of will in the form of a unilateral legal act by which the User - Consumer expresses interest in purchasing the service offered by Fitmee on the Website at the price specified in the relevant section of the Website. The order is at the same time a draft of the purchase contract within the meaning of § 52 in conjunction with provision § 588 et seq. of Act no. 40/1964 Coll. Civil Code, as amended (hereinafter referred to as **“Civil Code”**), contracts for work within the meaning of § 631 et seq. of the Civil Code or other types of contracts by the User - Consumer. After registration and ordering the service, User - Consumer enters into a legal relationship with Fitmee on the basis of a distance contract in accordance with the provisions of art. § 2 (1) of Act no. 102/2014 Coll. on the protection of consumers in the sale of goods or provision of services on the basis of a distance contract or a contract concluded off the premises of the seller and on amendments to certain acts as amended (hereinafter referred to as **“Act no. 102/2014 Coll.”**).
3. A service Order executed by a natural person - entrepreneur or legal entity is a manifestation of will in the form of a unilateral legal act by which the User - Customer expresses interest in the purchase of the service offered by Fitmee on the Website for the price stated in the relevant section of the Website. The order is at the same time a draft of the purchase contract within the meaning of § 409 et seq. of Act no. 513/1991 Coll. Commercial Code as amended (hereinafter referred to as **“Commercial Code”**), contracts for work within the meaning of § 536 et seq. Of the Commercial Code or other types of contracts by the User - Client. After the registration and ordering of the service, User - Customer enters into a legal relationship with Fitmee on the basis of

a contract concluded in accordance with the provisions of the Commercial Code, especially according to the provisions of the Commercial Code § 269 (2), § 409 and § 536 of the Commercial Code.

4. **Content file** means files that represent samples of files provided by Fitmee in the form of text, images or sounds.
5. The service means the account, premium account, software that is part of the Website, including applications, features, content files, scripts, instruction files, and any related documentation intended for the User. The service may be free of charge or chargeable, in which case the service name and the current price for the particular User shall be stated when describing the service.
6. A service order contains the following information:
  - a) name, surname, home address, e-mail address on which the User - Consumer is reachable;
  - b) business name, registered seat, company registration number, tax number / VAT ID, e-mail address on which the User Customer is reachable;
  - c) the main functionalities of the service to the extent appropriate to the means of communication and service used
  - d) overall price of service including value-added tax and all other taxes or, if not possible to estimate the price properly in advance in relation to the nature of the service, the way how to calculate such price as well as costs of transport, supply, shipping or other costs and fees or, if not possible to determine in advance, note that such costs or fees can be incorporated into the overall price;
  - e) bank account and User account number, if applicable;
  - f) method of paying the purchase price for the ordered service;
  - g) if necessary, the method of delivery and delivery of the service, respectively. the method of making the service available;
  - h) information on contract duration (service), if such contract is signed for a definite period; if the contract is signed for an indefinite period or when its duration is prolonged automatically, also terms of the contract termination must be included;
  - i) information on the minimum duration of the User's obligations under the contract, if the contract implies such an obligation for the User, if not otherwise agreed.

## II.

### Registration

1. Initial registration of the User - Client, as well as the consent of the User - Client to these Conditions is a necessary condition for the execution of the order or access to the service in the required scope.
2. The registration is carried out by Fitmee without delay after User - Customer meets the above-mentioned conditions. In the registration, User - Customer also confirm understanding of the Conditions and their acceptance in the form of electronic documents.
3. The above-mentioned obligation to register and the agreement and acceptance of the Conditions shall not be applied to User - Consumer and shall depend entirely on User - Consumer's will to accept modifications of the Conditions.
4. The User - Consumer may only use the paid services only if he is more than 15 years old and the law allows him to enter into legally binding contracts, this shall not apply if he has the consent of

the legal representative. Fitmee does not investigate the legal capacity of the User - Consumer when selling the Website services.

5. The User - Consumer acknowledges, that all services provided by Fitmee are performed at their own discretion, without coercion, freely, seriously and under their own responsibility, and their legal capacity is not restricted and their health condition does not prevent them.
6. The User provides Fitmee with the following basic information for registration or for use of the Website: Name, Surname, Email, Password, Time Zone, Company Name, Currency and financial indicators or statuses.

### III.

#### Orders and their refusal

1. The order is delivered via the Website or through the appropriate payment gateway when paying the purchase price.
2. By having orders of Fitmee delivered, User declare they understand and accept current prices of the service offered in Fitmee's Website.
3. Fitmee is entitled to refuse an order without stating any reason, excluding any sanctions from the part of User.
4. Fitmee is also entitled to refuse orders, if all liabilities of a User to Fitmee have not been fully discharged due to the day of placing the order, or if the user exceeds his daily credit limit determined by Fitmee by fulfilling his order.
5. Fitmee informs User on the refusal of an order within seven (7) days from the date of order delivery or payment of the purchase price of the service through the payment gateway.

### IV.

#### Provision and use of the service

1. Fitmee is committed to providing service to the User with no legal defects at the purchase price and payment conditions that apply on the day of acceptance of the order, while the service is duly provided to the User upon its activation through the Website. The User is informed about the activation of the service via email or user account for the Website.
2. Fitmee activates the service on the day the money is credited to Fitmee's account or settles the purchase price of the service through a payment gateway. Fitmee's obligation to provide the service properly and on time is fulfilled by activating the service for the benefit of the User.
3. Fitmee may also partially fulfill its obligation to the User-Consumer if the User-Consumer agrees to the partial performance. In the case of the User - Customer, partial performance of the obligation is permissible and the User - Customer is not entitled to refuse it. **In case that Fitmee is unable to provide the full service, the User will be informed accordingly. If Fitmee fails to fulfill its obligation because it is unable to provide the service, it shall promptly inform the Consumer User and refund the price paid for the service or advance within 14 days, unless Fitmee and the Consumer User agree on a substitute performance.**

4. **When using the Website, the User has the possibility to share with Fitmee information on how they use the available services. This information is associated with the user account, allowing Fitmee to provide the User with a more personal experience, and helping Fitmee to improve the quality and functionality of the service.**
5. The Website is available worldwide, but this does not mean that all services or service features are available in all countries, or that user-generated content available through the services is legal in all countries. Certain services (or certain features of the service or content) in certain countries Fitmee may block access. It is the responsibility of the User to ensure that the use of the Services is lawful in the area where it is used. Website and services are not available in all languages.
6. Some services or software are also subject to the additional terms of service set forth in other documents issued by Fitmee. Any content provided by Fitmee to the User is licensed and may be subject to additional terms and conditions. New additional terms and conditions may be added by the time, therefore the User will be notified of their issue via email or user account.
7. Services and software (including any parts or features) may be modified, updated, or discontinued at any time by Fitmee without obligation to the User or anyone else. However, before making a change, Fitmee will endeavor to inform the User of this fact. Likewise, Fitmee will provide User with reasonable time to download its content. If Fitmee no longer produces the service in its entirety, then Fitmee will provide the User with a refund in proportion to the unused charges for the service they have subscribed to, if circumstances allow on Fitmee's side.
8. Fitmee is the only exclusive owner of all intellectual property rights, claims and interests in connection with the services and any software used for the Website. Fitmee reserves all rights not belonging to other subjects of intellectual property by law.
9. When the Services provide storage space, Fitmee recommends that the User regularly back up its content. Fitmee may create reasonable technical restrictions on User Content, e.g. limit file size, storage space, processing capacity, and other technical limitations. Fitmee may suspend the provision of services at its sole discretion if it discovers that the User is using the Website in violation of the law or these Conditions.
10. Unless otherwise specified in the documentation or specific license associated with the Content files, the User may use, view, modify, reproduce and distribute any Content files. However, the User may not distribute the Content files separately (it is in circumstances where the Content files constitute the primary value of the distributed product) and may not apply the rights arising from the trademarks to the Content files or works derived from the Content files.

**IVa.**  
**User content and User behavior**

1. All rights and ownership of the User content shall remain to the User. Fitmee makes no legal claim of ownership to the User content posted on the Website.
2. Fitmee requires certain licenses from the User in order to operate and run the services. When the User uploads any content to the service, Fitmee grants a non-exclusive, worldwide, toll-free, sub-license and transferable license to use, reproduce, publicly display, distribute, modify (e.g. to

better demonstrate User's Content), publicly present and translating content as needed in response to user actions. **This license is only for the purpose of the operation and improvement of Fitmee's services.**

3. Fitmee may access, display or listen to User content only in limited ways. For example, in order to perform the services, Fitmee may need to access, view or listen to Users content for (a) responding to requests for assistance, (b) detecting, preventing or other fraud solution, security, illegality or technical issues, and (c) performing of these Conditions. Fitmee's automated systems can analyze User content using techniques such as machine learning. This analysis can happen when User submitting, receiving, or saving content. Based on this analysis, Fitmee is able to improve services.
4. The User may cancel the license to the content provided by him and terminate Fitmee's rights at any time by removing such content from the service. However, some copies of User content may be concealed as part of Fitmee's regular backups.
5. The user is not obliged to provide Fitmee with ideas, suggestions or proposals or feedback. However, if User provides feedback, then User grants Fitmee a non-exclusive, worldwide, toll-free license that is sublicensed and transferable to make, use, sell, create, offer to sell, import, reproduce, publicly display, distribute, modify and public presentation of feedback.
6. **The User is responsible for any activity that takes place through his user account. The user is obliged to notify customer support immediately if he finds unauthorized use of his account. The user may not (a) share information about their account (only with an authorized account administrator) or (b) use another person's account. The account administrator may use User account information to control the User's use and access to services or software.**
7. The User is obliged to use the Website responsibly in accordance with the provisions of § 420 of the Civil Code.
8. The services, software, and content provided by Fitmee as part of the services must not be abused by the User for example, the User may not:
  - a) copy, modify, host, stream, create sublicense or resell services, software or content;
  - b) permit or allow other use of the service, software or content by user account information;
  - c) use content or software that is part of the services to create any type of database;
  - d) access or attempt to access the services in any manner other than through an interface provided or approved by Fitmee;
  - e) bypassing any access or use set restrictions to prevent a particular use of the services;
  - f) share content or behave in a way that damage the intellectual property rights of others, which means copyright, personality rights, property rights, moral rights, trademark, trade clothing, patent, trade secret, unfair competition, right to privacy, right publicity and any other owners rights;
  - g) upload or share any content that is unlawful, harmful, threatening, abusive, illegal, offensive, defamatory, vulgar, obscene, dishonest, attacks someone else's privacy or is hateful;
  - h) impersonate another person or entity, falsely declare or otherwise misinterpret his or her affiliation with a person or entity;
  - i) attempt to block, damage or destroy services, software or hardware;
  - j) upsetting, destroy, interfering or prevent other users from using the services (e.g. by monitoring, intimidating or harassing others, guiding others to commit violence or harming minorities in any way);

- k) to participate in chain letters, pyramid schemes, spamming or sending other unsolicited messages;
- l) place advertising of any products or services on Fitmee services; this may only be done with the prior written consent of Fitmee;
- m) apply any in-depth data analysis or similar data collection and extraction methods related to services; or
- n) infringe the relevant legislation.

9. Penalties for violation of the prohibition under section 8 of this article is the cancellation or limitation of a user account without any compensation or monetary compensation.

10. By uploading its content to the services, the User agrees that, they have: (a) all necessary licenses and authorizations to use and share its content; and (b) the rights necessary to grant licenses under these Conditions.

11. Fitmee is not responsible for any actions resulting from the User's use of the services or the software through the Website. The User may use and access the services or software at his discretion and risk, and only the User is responsible for any damage to his computer system or loss of data resulting from the use and access to any Fitmee services or software.

12. Fitmee is not responsible to the User or anyone else for:

- a) any loss of usability, data, confidence or profits, whether predictable or not;
- b) any special, incidental, indirect, consequential or criminal damages, including those resulting from loss of usability, data or profits, whether predictable or not, based on any theory of liability, including breach of contract or guarantees, negligence or other unlawful conduct, or incurred out of any claim spits out of use or related to the use or access to the services or software of the Website.

13. The User may at any time stop using the services or software available on the Website. Termination of the account does not relieve the User of the obligation to pay any unpaid fees.

14. If Fitmee terminates these terms and conditions for reasons other than litigation, it will make reasonable efforts to notify the User of this fact at least 30 days before termination by email.

15. Fitmee may terminate the User's right to access and use the Services or the Software at any time if:

- a) the User violates any provision of these Conditions or will act in a way that clearly indicates that he does not intend or is not able to act in accordance with these Conditions;
- b) the User fails to pay charges for software or service in time, if any arose;
- c) this is required from Fitmee by law (e.g. there, where the provision of services or software to the User is or becomes illegal);
- d) Fitmee decides to stop providing service or software in whole or in part (e.g. if for Fitmee becomes impractical to continue offering services in the User region due to a change in the law); or
- e) Users free account has been inactive for a long time.

16. Fitmee may access or disclose information about the User or Users using of the services when it's required by law; (b) to Fitmee may respond to User's request for customer service support; or (c) when Fitmee, at its discretion, believes it is necessary to protect the rights, property or personal safety of Fitmee, Website users or the public.

## **Prices and payment for services**

1. Prices shown in the Website are valid at the time of placing the order or paying the purchase price of the service through the appropriate payment gateway. The price of the service in the order does not include any form of service or software installation.
2. Fitmee reserves the right to adjust prices for services arbitrarily. In regards to individual business cases, the price valid at the time of delivery of the order or payment of the purchase price of the service through the respective payment gateway is decisive. Fitmee informs about a change in the price of the service by issuing or updating a new price list (prices) on the Website. It is possible to enquire about price changes also in Fitmee. Prices stated in the Website enter into effect on the day of issuing or updating the new price list (prices).
3. Invoices are understood as tax documents issued by Fitmee on the basis of orders after a duty to fulfill contractual obligations arises. When ordering or paying for a service via iOS or Android, the invoice is the relevant document sent to the User by the provider of the platform in accordance with the payment terms of the particular payment gateway.
4. The maturity date is understood as a day determined by Fitmee as a deadline for payment of commitments for the ordered service. It also represents the day on which the invoiced price (including respective taxes, e.g. VAT) must be credited to Fitmee's account. A standard maturity date is one (1) day from the day when Fitmee receives the order, if not agreed otherwise via the payment gateway of the Website.
5. Payment for the service via the Website shall be made through the appropriate payment gateway using the online payments contained on the website <https://stripe.com/en-sk>. Fitmee does not have access to the User's private data. Fitmee will only receive the payment confirmation by a secured method and on the basis of this confirmation, the order will be immediately accepted, resp. service will be immediately activated. Fitmee charges handling fees of 0% of the order price resp. purchase price of the service for the card payments, unless otherwise specified in the order.

## **VI.**

### **Cancellation (annulment) of orders**

1. Fitmee has the right to cancel an order, if not possible to confirm such order, mostly due to false information stated in the order, or if relevant service is no longer provided or exhausted, or if the price given by iOS or Android provider has changed significantly. If such a situation occurs, the User will be informed by Fitmee immediately in order to agree on further steps. If User has paid the full purchase price or a part of it and no agreement on further steps was made, this amount of money shall be repaid within fourteen (14) days.
2. Fitmee has right to withdraw from the contract due to exhaustion of the number of activations for the service, unavailability of the service or software, or if Fitmee has discontinued the service or for reasons of force majeure, or if, is unable to deliver (activate) the service within the time limit specified by these Conditions or at the price specified on the Website. Fitmee is obliged to inform Users on this fact without any delay and repay already paid deposits for the services agreed on in the contract within fourteen (14) days from the announcement about withdrawal from the contract by the bank transfer selected by the User.

3. Provisions governing withdrawal from contracts intended exclusively for User - Consumer:
- i) User - Consumers can cancel their order, i.e. if the paid service has not been activated within the time limit set by these Conditions. User - Consumer have the right to withdraw from the contract without stating any reason within fourteen (14) days from the day when the relevant service was to be activated. By withdrawing from a contract by a Consumer, it is canceled ex tunc. The User - Consumer cannot withdraw from the contract (order) if the relevant toll service has been activated, eg. after paying the purchase price for the service through a payment gateway, even on iOS or Android. The impossibility of withdrawal according to the previous sentence also applies, if the service was activated, but the User did not use it and could use it through the Website.
  - ii) User - Consumers are not allowed to withdraw from the contract (order) if the price of selling service or providing service depends on price movements on the financial market which cannot be influenced by Fitmee.
  - iii) User - Consumers are not allowed to withdraw from the contract (order) if the service is custom made according to personal requirements of User - Consumers or if the service is designed individually for a single User - Customer or if it is not possible to return respective service because of their properties.
  - iv) Fitmee is obliged to return all payments received from User - Consumer in regards to the contract (order) or in connection with it, including other costs and charges, without any unnecessary delay and not later than fourteen (14) days from the day when the notice of withdrawal from the contract was delivered.
  - v) Fitmee is obliged to return payments to User - Consumer using the same payment method as User - Consumer used. This does not prevent User - Consumer from the right to agree with Fitmee a different payment method if no other fees charged to User - Consumer are connected with such agreement.
  - vi) Fitmee is not obliged to cover additional costs for User - Consumer, if they chose explicitly such delivery method which is different from the less expensive one, offered by Fitmee.
  - vii) If the User - Consumer has requested to start the service within the withdrawal period, he is obliged to pay Fitmee the price for the services actually provided by the date on which he informed Fitmee of his decision to withdraw from this contract. The consumer is only responsible for reducing the value of the service.
4. In the event of withdrawal from the contract (order), the User - Consumer may use the withdrawal form according to annex no.3 to section 3 (1) letter h) Act no. 102/2014 Coll., which is stated below:

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**MODEL WITHDRAWAL FORM**

*(fill in this form only if you wish to withdraw from a contract)*

*The company named: Fitmee s.r.o., registered seat: M.R.Štefánika 1835/32, 026 01 Dolný Kubín, the Slovak Republic, company registration no.: 47 435 895, tax no.: 2023897128, registered in the Commercial Register maintained by Žilina District Court, Section s.r.o., Entry no.: 60575/L, e-mail: [info@monetobq.com](mailto:info@monetobq.com):*



*I/We(\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale for the provision of the following product/service\*:* \_\_\_\_\_.

– *Ordered on/Received on\** \_\_\_\_\_.

– *Name and surname of consumer/consumers\** \_\_\_\_\_.

– *Address of consumer/consumers\** \_\_\_\_\_.

– *Signature of consumer/consumers\* (only if this form is notified on paper)* \_\_\_\_\_.

– *Date* \_\_\_\_ . \_\_\_\_ . \_\_\_\_\_.

*\* Please delete as appropriate by crossing out*

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5. Provisions governing contract withdrawal intended exclusively for User - Customers:

i) User - Customers can withdraw from a contract if Fitmee breaches obligations laid down by these Conditions repeatedly.

## **VII. Warranty period**

1. Fitmee provides a guarantee for service purchased by User according to the general legal provisions legally valid in the Slovak Republic, i.e. if no shorter period is determined by law, the warranty period for the User is the period of time during which the respective service is activated, e.g. 30 days, 2 months, 6 months, 1 year, unless otherwise specified on the Website.
2. The warranty period starts on the day of activation of the service.

## **VIII. Complaints**

1. A complaint is understood as a unilateral act of the User intended to claiming the rights in regards to the responsibility for defects of the provided service (defects in content or function). Complaints must be made in written form or by email post at [info@monetohq.com](mailto:info@monetohq.com), while it is appropriate to attach a brief description of the defects in the charged service.
2. Complaints relating to the charged services must be made without any delay, however, no later than within fourteen (14) calendar days from the day of activation of the charged service.
3. If a complaint is accepted, the service will be modified or altered at the earliest opportunity.
4. Complaints made in written form can be delivered to Fitmee at the following address: M.R.Štefánika 1835/32, 026 01 Dolný Kubín, the Slovak Republic.
5. In regards to the defects which can be removed, the User has the rights to the defects being removed for free, in time and in a proper way. Fitmee is obliged to remove defects without any unnecessary delays. By prior agreement with Fitmee, the User may, instead of removing the defect, request the activation of a service of a value similar to the charged service showing defects,, if no disproportionate costs arise for Fitmee in regards to the price of the service or severity of the

defect. Fitmee is always allowed to replace defected service for the service without defects instead of removing such defects if no serious difficulties are caused to the User by doing so.

6. In regards to defects which cannot be removed and which prevent service from being used properly the same way as the service without defects, the User has the rights for replacement of service or to withdraw from the contract. The same rights apply to User if the defects are removable, however, the User is not able to use the service properly due to repeated occurrence of defects after being repaired or due to several defects occurring at the same time. In the case of other irremovable defects, the User has rights to a reasonable discount from the price of the service.

## IX.

### Personal data protection

1. The User - Consumer is obliged to notify Fitmee of their name and surname, home address including zip code and e-mail address. The User - Customer is obliged to notify Fitmee of all data registered in the Commercial register or the Trade register used for tax identification of the Customer.
2. The User - Consumer and the person authorized by the User - Customer (hereinafter referred to as the **“Person concerned”**) shall provide personal data to Fitmee voluntarily in order to fulfill its obligations arising from the obligation relationship and further communication with it. Without providing them, Fitmee cannot properly fulfill its contractual obligations and therefore won't be able with the Person concerned, resp. with the Users enter into a commitment relationship. The purpose of processing this personal data is to exposure a tax document, pre-contractual relationships, identify the User, confirm the order by phone or e-mail, activate the service or software, register on the Website, carry out marketing activities, information about Fitmee news and special offers, improving the services available on the Website.
3. Fitmee processes the personal data of the Person concerned for marketing purposes at their request or the consent of the person concerned in accordance with the provisions of § 14 and following of Act. no. 18/2018 Coll. on the protection of personal data, as amended (hereinafter referred to as **“ZnOOÚ”**). The Person concerned shall express his consent to the processing of personal data for this purpose when registering on the Website or in any other appropriate way. The Person concerned agrees by checking the box before placing an order or when registering on the Website, for Fitmee to process and store its personal data in the extent of name, surname, e-mail address of Fitmee's activity in sending news and stock offers and to process it in its information system. The Person concerned grants Fitmee this consent for a limited period until the fulfillment of the purpose of Fitmee's processing of personal data.
4. By sending an order to Fitmee, the User declares that they agree that Fitmee will process and store their personal data to the extent necessary (name, surname and e-mail address) for the purposes mentioned in the previous paragraph. Fitmee is committed to treat and dispose of the User's or Person concerned' s personal data in accordance with the applicable legislation of the Slovak Republic. After fulfilling the purpose of processing, Fitmee shall immediately dispose of the User's personal data in accordance with the relevant provisions of the ZnOOÚ. Consent to the processing of personal data may be withdrawn by the User (Person concerned) at any time in writing form. The consent shall expire within 1 month of the delivery of the withdrawal of the consent by the User (Person concerned) to Fitmee.

5. The User (Person concerned) has the right and possibility to update personal data directly in the online mode on the Website, immediately after login.
6. Fitmee declares that it will ensure that personal data are processed and used exclusively in a manner that is appropriate to the purpose for which it was collected, in accordance with the ZnOOÚ. Fitmee declares that in accordance with ZnOOÚ, it will process personal data in accordance with good morals and act in a manner that does not contradict or bypass the ZnOOÚ or other generally binding legal regulations.
7. The User (Person concerned) has the right based on written request, to require from Fitmee to confirm whether or not personal data is processed, in a generally understandable form of information about the processing of personal data in the information system.
8. Based on free written request, the User (Person concerned) has the right to object against the processing of its personal data by Fitmee, that are assumed to be or will be processed for the purpose of direct marketing without their consent and request their liquidation, use of the Person concerned's title, name, surname, and address for direct marketing purposes in the postal service, or providing the Person concerned's title, name, surname and address for direct marketing purposes.
9. Fitmee declares that it processes the personal data of the User (Person concerned) for the purposes specified in these Conditions in accordance with the ZnOOÚ, through the following intermediaries:
  - Stripe, Inc., 510 Townsend Street, San Francisco, CA 94103, USA;
  - Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland;
  - FullStory, Inc., 1745 Peachtree Street NE, Atlanta, GA 30312, USA;
  - Intercom, Inc., a Delaware corporation with offices at 55 2nd Street, 4th Fl., San Francisco, CA 94105, USA.
10. After sending an order or registering, the User may receive reports of Fitmee's offers, promotions and services if they agreed with that, the user can unsubscribe at any time by clicking “unsubscribe” in the respective mails.
11. The protection of the User's personal data is also subject to the legal regulations of the REGULATION 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (EU) of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, by which is deleted directive 95/46/ES (general data protection regulation).

## **X.**

### **Consent to the conditions**

1. By concluding or sending a service order via the Website, User - Customer gives Fitmee their consent to agree with these Conditions (Terms and Conditions).
2. Fitmee reserves the right to change these Conditions by a unilateral legal act, however, this must be done in such a way that fundamental rights and freedoms of User are not breached in accordance

with legal standards of the Slovak Republic. Obligations to announce changes of these conditions in a written form are fulfilled by their placement on the Website.

3. User - Customer declare they became familiar with these Conditions in a proper way before filling in their order and that they fully agree with these Conditions, which represents their expression of will which is free, serious, certain and comprehensible.

## XI.

### Disputes and supervisory authorities

1. For all disputes under these Conditions as well as for all successive legal relationships between contractual parties, exclusive jurisdiction is conferred to Slovak courts in the sense of the provisions of section 37e (2) Act no. 97/1963 Coll. concerning private international law and the rules of procedure relating thereto, as amended, while the local jurisdiction of Slovak courts is given in the sense of the provisions of section 13 Act no. 160/2015 Coll. on Civil Procedure as amended. The parties have exercised the choice of authority via these Conditions in compliance with Article 25 (1) letter. a) Regulation (EU) No 1215/2012 of the European Parliament and of the Council on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (Brussels I). The parties have exercised the choice of right in compliance with Article 3 (1) Regulation (EC) No. 593/2008 of the European Parliament and of the Council on the law applicable to contractual obligations (Rome I), while the decisive right is represented by substantive rules of the Slovak Republic.
2. User - Consumer have the right to recourse to Fitmee with a request of remedy (via e-mail to [info@monetohq.com](mailto:info@monetohq.com)), if they are not satisfied with the way how Fitmee handled their complaint or if they assume that Fitmee violated their rights. If Fitmee responds to this application in a negative way or later than within thirty (30) days from the day it was sent, User - Consumers have the right to make a proposal for starting alternative dispute resolution to alternative dispute resolution entity (hereinafter as **“ADR entity”**), in compliance with Act no. 391/2015 Coll. on alternative dispute resolution for consumer disputes and amendments to certain laws as amended (hereinafter as **“Act No. 391/2015”**), while these entities are understood as authorities and authorized legal persons according to provision 3 Act no. 391/2015 Coll. The propositions can be made by methods determined according to provision 12 Act no. 391/2015 Coll.
3. Consumers can submit a complaint also through an alternative dispute resolution platform (ADR platform), which is available online at [http://ec.europa.eu/consumers/odr/index\\_en.htm](http://ec.europa.eu/consumers/odr/index_en.htm).
4. Alternative dispute resolution can be used only by the User – Consumers - a natural person who does not act within the subject of his or her business activities, job or occupation. Alternative dispute resolution is related only to disputes between User - Consumers and Fitmee which results from the consumer contract or related to the consumer contract. Alternative dispute resolution is related only to distance contracts. Alternative dispute resolution is not related to disputes where the dispute value does not exceed the amount of 20 EUR. ADR entity can require User - Consumer to pay a fee for starting the alternative dispute resolution in the maximum amount of 5 EUR with VAT.
5. Supervision of compliance with Act no. 102/2014 Coll. and Act no. 22/2004 Coll. on Electronic Commerce and on Amendment of Act no. 128/2002 Coll. on State Inspection of Inner Market in Consumer Protection Affairs and Amendment of Other Acts, as amended by Act no. 284/2002

Coll. is carried out by The Slovak Trade Inspection according to specific regulations and by The National Bank of Slovakia in regards to the protection of financial consumers related to information society services.

6. The Slovak Trade Inspection comprises the following inspectorates: **The Inspectorate of the Slovak Trade Inspection with the seat in Bratislava for the region of Bratislava**, address: Bajkalská 21/A, P. O. BOX č. 5, 820 07 Bratislava; **The Inspectorate of the Slovak Trade Inspection with the seat in Trnava for the region of Trnava**, address: Pekárska 23, 917 01 Trnava 1; **The Inspectorate of the Slovak Trade Inspection with the seat in Trenčín for the region of Trenčín**, address: Hurbanova 59, 911 01 Trenčín; **The Inspectorate of the Slovak Trade Inspection with the seat in Nitra for the region of Nitra**, address: Staničná 9, P. O. BOX 49A, 950 50 Nitra; **The Inspectorate of the Slovak Trade Inspection with the seat in Žilina for the region of Žilina**, address: Predmestská 71, P. O. BOX B-89, 011 79 Žilina 1; **The Inspectorate of the of the Slovak Trade Inspection with the seat in Banská Bystrica for the region of Banská Bystrica**, address: Dolná 46, 974 00 Banská Bystrica 1; **The Inspectorate of the Slovak Trade Inspection with the seat in Prešov for the region of Prešov**, address: Obrancov mieru 6, 080 01 Prešov 1; **The Inspectorate of the Slovak Trade Inspection with the seat in Košice for the region of Košice**, address: Vrátna č. 3, 043 79 Košice 1.

## XII. Cookies

1. Cookies are related to European and Slovak laws on privacy and data protection. More specifically, this issue is addressed by **Act no. 351/2011 on Electronic Communications**. In section 55, (5), this act refers to the following: *„Anyone who saves or gets access to the information saved in user’s terminal equipment is authorized to do so only if the mentioned user gave consent on the basis of clear and complete information on the purpose of its processing; Using the respective setting of web browsers or other computer programs is deemed to be consent for this purpose.“*
2. The Website uses cookies. By browsing the Website you agree with their usage.
3. According to the European Commission recommendation:

### **Cookies**

In order to ensure the proper functioning of this website, we sometimes save little data files, the so-called cookies, to your computer. This is commonly done by the majority of large websites.

### **What are cookies?**

Cookies are small text files which are stored on a user's computer or mobile device by the website while browsing. Thanks to these files, websites store information on your steps and preferences (as username, language, font size and other view settings) for a certain period of time so that users do not have to select this information again when visiting or browsing the website for the next time.

### **How do we use cookies?**

These websites use cookies in order to remember user settings, for better advertising adjustment for the needs of visitors and for the necessary functionality of the websites.

### **How to control cookies**

Cookies can be controlled or deleted at the user’s choice – for more details go to [aboutcookies.org](http://aboutcookies.org). You can delete all cookies saved in your computer and most of the browsers

can be set in such a way you will make them impossible to save cookies. However, in such a case, you will probably have to adjust manually some of the settings every time you visit the website and some services and functions will not work.

### **How to disable cookies**

You can set usage of cookies in your browser settings. Most browsers enable cookies by default.

Sanctions for non-compliance with obligations should be imposed, according to the law, by the Telecommunications Regulatory Authority of the Slovak Republic. However, breach of section 55 (5) is not incorporated amongst sanctions and their levels.

## **XIII.**

### **Final provisions**

1. Fitmee reserves the right to fulfill its commitment to User also through contractual partners.
2. These Conditions shall enter into force and validity on the date of publication at Website.

Version of the Conditions of 27.3.2020.