



TERMS OF USE

The following General Terms and Conditions provide the legal framework for using the Feel Application.

Therefore please carefully read these General Terms and Conditions.

Version: 1.0

1. Applicability

1.1 Contract parties and contract subject matter

These General Terms and Conditions provide the basis for the user agreement resulting between you and us, Feel App LLP, Astana 010000, Akhmet Baitursynuly 9 (hereinafter “Us” or “We”). The contract subject matter is the free or paid use of services offered by Us, Feel App LLP (hereinafter individually referred to as an “Feel App LLP Service” or, collectively, as the “Feel App LLP Services” or, generally, “Feel App LLP”).

1.2 Additional terms and conditions

We reserve the right to make your use of certain Feel App LLP Services subject to additional terms and conditions. We will notify you before using such additional terms and conditions through our web page www.feelapp.org.

If you use Feel App LLP Services via Feel application and you have downloaded the Feel application from the app store of a third party, the general terms and conditions and/or terms of use of the app store will apply in addition to these General Terms and Conditions. In the case of the iTunes store, such terms include, for example, the “End User License Agreement for Licensed Applications” (which you will find at <https://www.apple.com/legal/internet-services/itunes/ww/>). You will find the terms of use for Google Play, for example, at https://play.google.com/intl/de_de/about/play-terms.html. Please be sure to review the terms of use that apply in your country.

In the event of any conflicts, these Terms of Use will prevail.

2. Health Requirements

You will use the Feel App LLP Services at your own risk.

Anytime you use the Feel App LLP Services you must be in good health. If you have any known pre existing illnesses or health conditions, please first consult a physician before you begin to use the Feel App LLP Services. This is particularly important if you suffer from any cardiovascular conditions, spinal and/or joint problems, or other health limitations that limit your athletic performance.

Please do not use the Feel App LLP Services if, for example, you experience considerable pain, general malaise, shortness of breath, nausea, severe headache or dizziness. In such cases please consult your physician before you begin or continue to use the Feel App.

3. Participation Requirements

To open a user account and to use the Feel App LLP Services you must be at least 18 years old and have full legal capacity.

By entering into a contract with Us you represent that you have no other user account with Us and that your user account has not been suspended or canceled in the past due to violations of our Terms of Use. In such cases We will not enter into another or new user agreement with you. You also represent that all information provided by you during the registration process is true and complete.

4. Conclusion of Contract, User Account

4.1 Registration process

To use the Feel App LLP Services, you must first register and open a user account. You can open a user account through the Feel App. When you register We will ask you to accept these General Terms and Conditions and our Data Privacy Policy.

How a user agreement will be concluded depends on how you first register and whether you sign up for any additional, paid services.

4.2 Registration via mobile app

Upon registration through the Feel App, a user agreement will result according to the rules of your app store. As a general rule, a binding contract will result at the moment you click on the "Install" button in the store and you enter your password. To use the Feel App LLP Services, you must however still open a user account through the Feel App.

4.4 Conclusion of contract for paid subscription

You can activate additional services by purchasing a paid subscription. If you purchase additional services through your Feel App, a subscription agreement will result when you click on the paid subscription button during an in-app purchase.

5. Contract Terms

5.1 User agreement

The user agreement between you and Us that results when you open a user account will remain in effect for an indefinite term and will end when you delete the Feel App LLP App and terminate the user agreement.

5.2 Subscriptions

Our subscriptions have different minimum contract terms. All subscriptions will be automatically renewed for the time period of the selected minimum contract term until either you or We terminate the subscription. You may however opt out of the renewal of your subscription upon the end of your paid subscription.

6. Right of revocation

You have a right of revocation under the laws of the Republic of Kazakhstan. If you reside outside Kazakhstan, you can find out whether you have a legal right of revocation by referring, for example, to the terms of use of your app store. Please refer to those terms of use to find out to what extent you have such rights.

If you have a legal right of revocation, please read the following information about how you can exercise this right and what revocation will mean for you.

6.1 Information about revocation

If you have a legal right of revocation, this right will come into existence as soon as you enter into a user agreement or subscription agreement with us.

You may revoke the contract within 14 days of the contract date for any or no reason, in which case the contract will be unwound.

To exercise your right of revocation, you must clearly notify Us (e.g., by email) that you no longer wish to be bound by the contract. For this purpose you may give Us a clear notice. If you exercise this option, We will confirm receipt of your notice of revocation (e.g., by email). Your notice of revocation will be timely as long as you send it before the revocation period has expired. Please address any notice of revocation to the following email address:

customersupport@feelapp.org

6.2 Consequences of revocation

If you revoke the contract, the contract will be unwound. You will receive a refund for any payments you have already made for the revoked contract. We will issue the refund at the latest 14 days after We receive your notice of revocation. The refund will be made by the same method you used for the original transaction, unless We expressly agree otherwise with you.

If you have requested that services begin during the notice period for revocation, you must compensate Us in a reasonable amount for any services you have already received. This will be a prorated amount of the total amount due for the booked service, based on the time period from the start date of service until the date you provide Us with notice of revocation.

7. Termination

7.1 User agreement

You may cancel your user account at any time for any or no reason and thereby also terminate your user agreement in its entirety.

To do so, you must send Us an e-mail to Customer Support, so that We can erase your user data. Please note that after your user account has been canceled all content and workout performance data will or may be erased by Us and you will no longer have access to content you have already purchased.

If at the time you cancel your account you still have a valid subscription, any amount you may already have paid for the subscription will not be refunded – either in whole or in part.

We have the right to terminate the user agreement for any or no reason in text form with two weeks' prior notice, however not before the end of the minimum contract term or the end of the applicable renewal term of your subscription.

7.2 Subscriptions

You may terminate your subscription at any time for any or no reason effective as of the end of the minimum contract term or the end of the applicable renewal term.

After cancellation of your subscription your user account and any other subscriptions will continue unless and until you also cancel such additional subscriptions.

Current in-app subscriptions cannot be terminated during the contract term.

In the alternative, you may also send Us an email to Customer Support: customersupport@feelapp.org.

We have the right to cancel any subscription at the end of the minimum contract term or the end of the applicable renewal term by providing you with two weeks' prior notice in text form.

7.3 Termination for good cause

Irrespective of the foregoing provisions, either party has the right to terminate contracts for good cause. In particular, We have the right to terminate the user agreement or your subscription with immediate effect and to cancel your user account if you have seriously or repeatedly breached provisions of the user agreement and/or these General Terms and Conditions or if you are behind with payment despite demand.

8. Feel App LLP Services

You may download and use the Feel App free of charge. You will receive access to our content for a limited 14 days period, after which you will be prompted to purchase a paid subscription.

When you download and use the Feel App, in particular through third-party networks or in other countries, you may incur transmission charges of your Internet service provider.

We strive to provide you with uninterrupted operation of the Feel App and to make those services available as continuously as possible. We advise you however that full or uninterrupted availability is technically impossible, and We make no warranty for uninterrupted operation or any particular availability.

Our applications are continuously updated and adjusted for your security and for the stability of our applications. As a result, system requirements may change. We assume no obligation to make available to you any application (such as the Feel App) that will be functional on your terminal device at all times, if functionality on your terminal device should be limited by technological changes.

We reserve the right to change our business model at any time and, for example, to provide any or all Feel App LLP Services only in exchange for payment. You will then have the option to decide whether you wish to continue using the Feel App LLP Services in exchange for payment or stop using the Feel App LLP Services. Any such changes will have no effect on existing subscriptions until the end of the contract term.

Our understanding of human health, athletic performance and well-being is evolving on a continuous basis. This may affect how workouts are evaluated. Even though our workouts are based on current studies and findings, We make no guarantee that our workouts are in conformity with current research results or findings.

Please note that you may need certain tools or workout equipment to be able to fully use some Feel App LLP Services. Such tools or equipment are not part of the Feel App LLP Services and, if needed, must be purchased separately by you at your own cost.

9. Rights and Obligations of the User

The Feel App LLP Services are offered exclusively to consumers. This means you may not use the Feel App LLP Services for business or other commercial purposes.

You may not allow any third parties to use your user account, and you are not permitted to use paid services simultaneously on multiple terminal devices, unless such use is expressly permitted under the terms of the offered service; allow any third parties to access or perceive the Feel App LLP Services, e.g., an undefined group of people by using the services in a public area (e.g., movie theaters, theaters, exhibitions, showrooms, hotels, bars, restaurants, or other public areas); make accessible or transfer to any third parties access data transmitted or used for authentication or identification purposes; circumvent any access control systems for paid services or take any other action to use services without authorization; introduce into our IT systems any viruses, worms, Trojan horses, or other malware that may jeopardize or impair the functionality of the Feel App LLP Services; or transfer or assign any rights or obligations under your contract with Us to any third parties. When using the Feel App LLP Services you must also comply with the terms of contracts with third parties, in particular contracts with the app store or your Internet service provider.

To guarantee smooth communication with you, We ask that you include our e-mail address in the list of trusted senders at your email provider.

10. Prices and Payment Terms

10.1 Prices

All quoted prices are exclusive of applicable value-added tax. However, our price may change if local 12% VAT shall become applicable.

We reserve the right to change prices at our sole discretion. Any price changes will however have no effect on subscriptions you have already purchased.

10.2 Collection of fees

Fees for a subscription are collected in advance for the applicable minimum contract term when the subscription agreement is concluded. If the subscription is automatically renewed, the fee will be collected in advance at the beginning of the applicable renewal term.

10.3 Payment methods

If you book paid Feel App LLP Services by in-app purchase, you will be prompted to a virtual payment terminal. If payment is declined for reasons for which you are responsible (e.g., because the amount paid is not covered by funds in your account or because the limit of your credit card has been exhausted), We have the right to charge you for any costs and/or expenses actually incurred by Us as a result.

We reserve the right not to offer certain payment methods and to refer you to other payment methods if there is a valid reason for doing so.

10.4 Payment default

We reserve the right to pursue additional remedies that may be available to Us as a result of your payment default.

10.5 Coupon codes & promotions

To redeem your coupon either (a) apply the code to your order in your cart or (b) your code may be applied automatically in the cart. Any coupon code can not be applied to past orders retroactively, can not be used in conjunction with other discounts or coupon codes and may only be applied to one order. We may at our absolute discretion restrict who may enter into promotions for any reason.

The Black Friday discount may only be used by users who do not already have an active subscription and only by purchasing through a special link.

Responsibility for Content and Services

11.1 No responsibility for third-party content or services

The Feel App LLP Services may include links to websites or apps of third-party providers. In some cases, content made available by third parties may be shown on the Feel App LLP Services may enable you to use additional services of third parties. We strive to design our applications in such a way that this will be readily apparent to you. All content and/or services of third-party providers are subject to the applicable terms, conditions, and rules of such third-party providers. We hereby expressly disclaim any responsibility or liability for content or services of third parties. You are personally responsible for making sure that you do not violate the terms and conditions of such third-party providers.

11.2 No responsibility for user-generated content

You are personally responsible for all content you upload using the Feel App LLP Services. We do not endorse or review such content.

11.3 Responsibility of the user for violations of law

When posting or making available your own content, you must comply with all applicable laws and other regulations that are applicable in the country in which you are using our Feel App LLP Services. Whether or not prohibited by criminal law, you are generally prohibited from making available content of a pornographic, sexual, violent, racist, inflammatory, discriminatory, offensive and/or defamatory nature.

In addition, it is your responsibility to make sure that you infringe no third-party rights, including, without limitation, privacy or publicity rights of third parties and intellectual property rights of third parties (e.g., copyrights, trademark rights, etc.). In this connection, We advise you that you must also, and in particular, own the necessary rights to your profile image and to any other photos you upload.

We may at any time remove and erase any content that is unlawful or violates the aforementioned principles. If you violate the aforementioned principles, We also have the right to send you a warning that We will suspend your user account or terminate the user agreement for good cause in its entirety in accordance with Section 7.3.

11.4 Indemnity

In the event that you have wrongfully (negligently or intentionally) violated any of the principles in Section 11.3, you are obligated to indemnify Us from and against any claims of third parties that may be brought as a result of such violations. We further reserve the right to claim damages and to pursue other remedies.

12. Warranties

12.1 Applicable law

Any claims for defective service will be governed by applicable law. Your rights as a consumer remain unaffected.

12.2 No warranty

We make no representations or warranties that by using the chosen Feel App LLP Service you will reach your workout goal or achieve any other results.

13. Liability

13.1 General provisions

When using our Feel App LLP Services you will be shown content instructions (e.g., for certain exercises and workouts, meditations). You must follow those instructions at all times as otherwise there will be an injury and/or health risk.

If you use any tools or equipment for exercises, you are fully responsible for making sure that such tools and/or equipment work properly and are installed and/or set up properly.

You are obligated to take note of our health notices in Section 2.

13.2 Liability for free services

In case of free services, our liability, whatever the legal basis, is limited exclusively to damages resulting from intentional or grossly negligent actions or omissions or from a lack of warranted qualities. Our liability for intentional actions or omissions is generally unlimited. Our liability for gross negligence or a lack of warranted qualities is limited to reasonably foreseeable damages. In all other cases any liability on our part is excluded.

13.3 Liability for paid services

In case of paid services, our liability, whatever the legal basis, is generally unlimited for damages resulting from intentional or grossly negligent actions or omissions or from a lack of warranted qualities.

If We breach any material contractual obligations due to ordinary negligence, our liability is limited to reasonably foreseeable damages. A contractual obligation is material within the meaning of the foregoing sentence if its performance is necessary for achieving contractual purposes and if you, the consumer, may reasonably rely on its performance.

Our liability for wrongful harm to life, limb, or health remains unaffected by the foregoing limitations.

In all other cases any liability on our part is excluded.

13.4 Liability of our employees

The above limitations of liability (see Sections 13.2 and 13.3) also apply for the benefit of our employees and agents.

13.5 Product liability

Any claims under the consumer protection Law of the Republic of Kazakhstan remain unaffected by the aforementioned exclusions or limitations of liability.

14. Licensed Rights

14.1 Feel App LLP content

The services offered by Us in some cases include copyright protected or otherwise protected content to which We own the necessary rights. For example, the Feel App is a copyright protected software program.

To the extent necessary for achieving the contractual purpose, We hereby license to you a non-exclusive, non-transferable right to use such protected content for non-commercial purposes in accordance with the terms of the contract. Note that you are prohibited from disseminating or making such content publicly available, e.g., on websites. Neither the Feel App nor its content may be leased or otherwise transferred to any third parties by you. You may not decompile, alter, or edit the app except as permitted by law.

Licensed rights will lapse if and when you no longer have access to the relevant service (e.g., after your subscription has been terminated) or when the user agreement has ended. In the event of any violation of these provisions, We will have the right to terminate the agreement for good cause without notice in accordance with Section 7.3.

14.2 Content uploaded by user

To ensure that the Feel App LLP Services will at all times be fully operational, We need to be able to use, at any time, at any place, and without limitation, all content uploaded by the user. You therefore hereby license to us, throughout the world, in perpetuity and without limitation, non-exclusive rights to all protected content that is uploaded by you. We may sublicense these rights to third parties, which shall include, without limitation, the rights to reproduce, disseminate (by wirebound or wireless means), make available or communicate to the public, and edit protected content (for example, by changing the image resolution or image size for technical reasons). You further hereby license to Us the right to make all content uploaded by you also available to other users, provided that this is done within the scope of the contractual purpose (for example, by reporting your copyright protected messages to the coach or other users).

15. Personal data

We will process your personal data in compliance with our Data Privacy Policy. You will find the most recent version of our Data Privacy Policy in the Feel app/Profile/Menu/ About Us. The Data Privacy Policy regulates and discloses, in particular, to what extent your personal data will be viewable by other users and what options you have to control transfers of your personal data. In addition, We will inform you in detail how and where We process or cause third parties to process your personal data. By entering into the user agreement with Us you expressly consent to the foregoing provisions. Your legal rights of revocation remain unaffected.

16. Changes to General Terms and Conditions

We reserve the right to make changes to these General Terms and Conditions with effect for the future. We will notify you of any changes to our General Terms and Conditions at the latest four weeks before the planned effective date of the new version. You will have the opportunity to

object to changes within the aforementioned four-week period. If you continue to use our Feel App LLP Services without objection, you will be deemed to have accepted the new General Terms and Conditions. If you do object to changes, We hereby expressly reserve our right to terminate the agreement by regular notice during its proper term. If and when We make changes to the General Terms and Conditions, We will once again advise you of your right to object, the time period within which the right of objection must be exercised, and the legal consequences of such objection.

17. Final Provisions

17.1 Official contract language

The official contract language is Russian.

17.2 Governing substantive law

All dealings between the parties are governed exclusively by the laws of the Republic of Kazakhstan.

17.3 Severability

If any provisions of these General Terms and Conditions should be or become invalid in whole or in part, the validity of the remaining provisions will remain unaffected thereby. The foregoing provisions apply, mutatis mutandis, if any provisions should have been inadvertently omitted from these General Terms and Conditions.

18. Downloading and Review Options

You may review these General Terms and Conditions and additional information regarding your user agreement and your subscription at any time in user account.

19. Information about Provider

Feel App LLP

Legal address: Akhmet Baitursynuly Street 9, office 904
010000, Astana, Kazakhstan

Business Identification Number: 201140019365

Customer support email: customersupport@feelapp.org