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These Terms & Conditions consist out of two parts. The first part (A) applies to use of the Runtastic Products (as defined below). Part B applies to the adidas Membership Program called e.g. Creators Club, adiClub or Universe. The adidas Membership Program is currently only available and integrated in the Runtastic Products in the countries listed [here](#) and is therefore only relevant to users in those countries. Runtastic is part of the adidas Group.

Part A: Runtastic

At Runtastic, our goal is to support our users on their fitness journeys and provide the best possible experience. To achieve this, we have updated our Terms & Conditions ("T&C") which clearly outline rights, responsibilities, our [Privacy Policy](#) and more details about our products and services.

The latest version of our T&C – effective as of January 1, 2022 – will be available to you at all times. Please take the time to read them before using Runtastic services.

INTRODUCTION

Who we are. runtastic GmbH, Pluskaufstraße 7, 4061 Pasching, Austria ("Runtastic") operates an interactive online platform ("Platform") and mobile apps ("Apps" and together with the Platform, the "Runtastic Products") aiming to connect, and create new opportunities for people who are, or want to become, sports- and health-conscious. Runtastic offers Apps apart from and in connection with the services on the Platform. Effective as of January 1, 2020 and subject to its discontinuation in accordance with [Section 7](#), Runtastic offers a number of Apps that include but may not be limited to the following:

adidas Running, adidas Training.

Registration. In order to be able to use the complete spectrum of Runtastic Products, a one-time registration is required (see [Section 4](#)). However, certain content (e.g. information regarding sports, health, or nutrition), including general descriptions of Runtastic, can be viewed without registration.

Our Goal. Runtastic's goal is to make sports enjoyable and to make a positive contribution to people's health.

Disclaimer. Your health is very important to us. ALWAYS consult your doctor about your athletic behavior. Runtastic neither substitutes your doctor, nor is Runtastic responsible for your behavior. The contents of the Runtastic Products, regardless whether they are provided by Runtastic, its partners or users, are not meant to supplement, let alone replace, the information provided by doctors or pharmacies. By accepting these T&C, you confirm that you are solely responsible for your health.

VALIDITY OF THE T&C

Validity. Runtastic offers the Runtastic Products on the basis of these T&C. The user consents to the validity of these T&C and any agreements incorporated therein by reference either by (i) using the Runtastic Products, in case they are available without registration, or (ii) registration, in case they require an account. These T&C shall be valid until cancelled in the currently valid version as of January 1, 2022.

Prerequisite. Neither the registration nor the use of the complete spectrum of Runtastic Products shall be possible without consent to these T&C.

Extent. These T&C shall apply to all points of access, including (sub-)domains and mobile applications, for Runtastic Products. In particular, the Runtastic online offering will be accessible via [Runtastic.com](#).

SUBJECT OF THE AGREEMENT

Currently, Runtastic essentially offers its users the following features and information in several languages:

Platform.

- Personal profile page, including personal details;
- News regarding Runtastic in short form;
- Mobile Health & Fitness Apps;
- Content, e.g. texts, pictures and videos, regarding sports, health and nutrition, that is presented by Runtastic and professional third parties (sports coaches, trainers,...);
- Status messages;
- A blog presenting company information, products and news regarding health and fitness in long form; and
- Other content, such as:
 - About us: Short description of Runtastic;
 - Company offers: Offers of Runtastic addressed to companies;
 - Advertising by Runtastic and/or third parties;
 - Support for users;
 - Privacy Policy and these T&C;
 - Press & Media Center;
 - Jobs; and
 - Legal information.
- Apps. Applications for Apple iPhones, Android phones, and other smartphones and other devices on a global scale, that can be used both isolated on the smartphone as well as in connection with the Platform.
 - 3.2.2.** Subject to the user's consent, relevant data is transmitted from the smartphone to the Platform and shared with other social networks (e.g., Facebook), respectively. Please see our [Privacy Policy](#)
 - for more information.**3.2.3.** The user hereby confirms the user's knowledge that as a result of the transmission of data from the smartphone to the Platform, certain costs of the mobile carrier will be incurred that have to be borne by the user.
 - 3.2.4.** The Apps are only available to users of smartphones and other devices. Without a Premium Membership, as defined below, only the Basic Features, as define bellow, are available.
 - 3.2.5.** Additional terms and conditions on the part of the mobile phone providers apply.

REGISTRATION

Basic Membership. The Runtastic Products require a one-time registration. The minimum age for registration is determined by country. The list of age limits can be seen in full [here](#)

. The " Basic Membership

" makes only basic options and features in the Apps available to users (" Basic Features

"). Runtastic offers users three ways of registering:

via the registration form provided on the Platform;

via one of the Apps: For purposes of registration, the user shall provide the details requested by the registration form, e.g., first name, last name, date of birth, completely and correctly, unless such details are marked as voluntary. Registration is only possible by using the user's civil name, i.e., the use of fantasy names or pseudonyms is not possible; or

via adoption by Runtastic of registration details provided by the user in the social networks Facebook or Google: Registration via Facebook Connect or via Google Sign-In requires the user to confirm that the selected details, which the user previously provided on Facebook or Google, shall be adopted by the Runtastic network. The user can subsequently add to or reduce such details in such user's profile on the Platform; or

if available in your country: via the registration forms provided by adidas on its websites and/or apps.

Premium Membership. A Runtastic Premium Service for Premium Members, with all options and features (" Premium Membership "), is also available against payment of a certain price. With this Premium Membership additional options and features (" Premium Features ") that are not available to Basic Members, are unlocked. Runtastic may offer Apps with or without Premium Features being available for that specific App.

4.2.2. Specific Premium Member Terms & Conditions as set forth in [Section 6](#) apply to the Premium

Membership. Unless otherwise specified in the T&C or [Section 6](#) , all other provisions of these T&C also apply to the Premium Members.

4.2.3. By registering as a Premium Member, you confirm that you meet the age requirements stated in the applicable law (more information to be found [here](#)) and are thereby legally entitled to enter into contracts. If the aforementioned representation is not true, Runtastic is not bound by these Premium Conditions.

Minors. Only persons legally capable to enter into agreements on their own behalf shall be permitted to register with Runtastic.

Consequences of Registration. By registering, the user confirms his/her knowledge and the unlimited recognition of the content of these T&C as well as that all registration data is true, accurate, current, and complete, and he/she will keep all registration information up to date.

4.4.2. Each user shall register with Runtastic once only, and confirms with his/her registration that he/she has not registered an account with Runtastic before and has not deleted a previously activated user account.

4.4.3. Following successful registration, the user (then the “ Registered User ”) can log on to the Platform by either (i) entering his/her email address and the chosen password, or (ii) accomplishing the login via Facebook Connect, or Google Sign-In.

Rights of Runtastic. Runtastic reserves the right to reject users without giving reasons. In this event, any transmitted details will be deleted promptly.

4.5.2. If you provide any information that is untrue, inaccurate, not current or incomplete, or Runtastic has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Runtastic has the right to suspend or terminate your account immediately and without prior notice and to refuse any and all current or future use of the Premium Services (or any portion thereof), without the Registered User being entitled to a refund of any previously paid amount.

4.5.3. In any event, Runtastic reserves the right to contact you at any time to verify your registration data.

User Identity. Runtastic is not responsible for the actual identity of the user, since personal identification via the internet is possible only to a limited extent. Each user shall itself confirm the identity of other users prior to entering into any form of interaction with such users, e.g., adding as a friend or by writing messages.

GENERAL TERMS AND CONDITIONS FOR ALL USERS

Fraud protection. You must protect your account from unauthorized and fraudulent use. Please notify us immediately by email at fraudprotection@runtastic.com or, for Premium Members, premium@runtastic.com , of any unauthorized or fraudulent use of your account, or if you suspect that your account may be at risk.

5.1.2. Runtastic will not refund any amounts paid by you to Runtastic before you report an unauthorized or fraudulent use of your account.

5.1.3. Runtastic has the right to close or cancel the account of any Registered User in the event of any unauthorized or fraudulent use of the account.

Promotions and Free Offers. Runtastic may run promotions and free offers, which may be subject to additional terms or restrictions. These promotions and offers may not be transferred between users.

Changes to the Runtastic Products. Runtastic reserves the right to change options or features - including Premium Features - in the Runtastic Products. In most cases Runtastic makes changes to the Runtastic Products to enhance or improve them. We might also make modifications if such are necessary to comply with changes in legislation, technical and/or safety requirements or to reflect changes in our company and product strategy and to respond to the market and competitive situation. Insofar as the changes will not have a material adverse effect on your use of the Runtastic Products, Runtastic will not refund previously paid amounts, unless otherwise provided for in [Section 7](#) .

SPECIAL TERMS AND CONDITIONS FOR PREMIUM MEMBERS

Subscription Requirement. In order to use the Runtastic Premium Service for Premium Members, you must (i) be a Registered User, and (ii) pay the stipulated price, including applicable VAT, if any, and any other fees or amounts associated with the Premium Services, by credit card, via AppStores, or any other form of payment accepted by Runtastic (the “ Subscription ”).

Types and Prices of Subscription. Runtastic offers different Subscription periods so that you can choose the one that best satisfies your needs. The different Subscription types and applicable prices are available for viewing [h](#)

ere or in the App Stores. All prices are subject to change at Runtastic's discretion at any time. Any price changes will be announced on the Platform or in the App Stores.

Payment. Payment is made in advance for each subscription period. In other words, you can select the subscription period that best satisfies your needs to access the Premium Services. Once you signed up and paid for the Subscription, the selected validity period will be associated with your account.

6.3.2. Payments for the entire term of your Premium Membership shall be due immediately upon invoicing. Payment can be made using different online payment systems. If Runtastic is unable to collect any fees from an account designated by the user due to lack of funds, the user shall bear all costs arising therefrom, including bank charges related to any debit entries or similar charges. Runtastic may deliver invoices and payment reminders to the user by email.

Automatic Renewal. When your Subscription period expires, your credit card will be charged automatically with the standard subscription price which was valid at the time of Subscription, i.e., special offer prices do not apply in this case, and your Subscription will be renewed for the same period of time unless you cancel your Subscription, at least prior to the expiration of your current Subscription. The standard subscription price can be viewed on the Platform and in the App Stores.

Cancellation. You may cancel your Subscription to Runtastic Premium Service for Premium Members at any time by initiating the cancellation on the Platform or via the App Store. Unless otherwise provided for in **Section 7**, Runtastic will not refund previously paid amounts.

Expiration. Subject to **Section 6.4**, for lack of a user's cancellation of such user's Subscription, each Subscription period ends only upon expiration of the agreed-upon time period, and regardless of the user's actual use of the Runtastic Premium Service for Premium Members during such period. Each user can check the length of the current Subscription period by viewing such user's account information.

Contact. Please contact us for any questions you might have or to report any violations of the Premium Conditions in this **Section 6** at premium@runtastic.com.

Application of Other Rules. Unless otherwise specified in this **Section 6**, all other provisions of these General T&C apply also to the Premium Members.

DISCONTINUATION

Discontinuation of Runtastic Products. Runtastic reserves the right to discontinue one or more Runtastic Product. We might discontinue Runtastic Products if this is necessary to comply with changes in legislation, technical and/or safety requirements or to reflect changes in our company and product strategy and to respond to the market and competitive situation. All users shall be given reasonable prior notice of the discontinuation of a Runtastic Product. After the notification, Premium Members shall be able to use the App for the duration of their current Subscription period. Please note that during this period the two following limitations apply:

1. It may not be possible to download the App on another device.
2. Runtastic will not update the Runtastic Product during this period for any other purposes than security and conformity with the contract. This means that if the operating system of your device is updated or if other relevant third party technical services change during this period, it may not be possible to use the Runtastic Product any longer. Runtastic assumes no liability for this.

If you have purchased your Premium Membership through an App that will be discontinued, your Subscription will not be automatically renewed and will expire at the end of your current Subscription. If you have purchased your Premium Membership through another App - that will not be discontinued - automatic renewal as described in **Section 6.4** shall still occur. Subject to the two limitations as described above, only if Runtastic cannot provide the possibility for you to use the App until your current Subscription period has ended, are you entitled to a pro rata refund of the payment for the current Subscription of your Premium Membership. If this occurs, you can contact Runtastic (see **Section 6.7**) to claim your refund.

Notice. Runtastic may give notice as mentioned under **Section 7.1** by informing you either by email or through communication within the Runtastic Products.

TERMINATION

General. Each user shall have the right to terminate the use of Runtastic Products at any time via his/her account settings. Such termination shall be confirmed to the user.

Runtastic's Termination Right. Additionally, Runtastic reserves the right to terminate a user's membership for important reasons, such as due to gross breaches of the user's obligations as set forth in these T&C and ancillary agreements.

Consequences of Termination. If you have generated, transmitted, saved, published content, or otherwise made content available through the Runtastic Products, the rights granted to Runtastic in accordance with Section 13.4 in relation to this content, which does not qualify as personal data, shall expire upon terminating the use of the Runtastic Products. This does not apply if such content:

- has no use outside the context of the Runtastic Products,
- is exclusively related to your use of the Runtastic Products,
- has been aggregated by us with other data and cannot be disaggregated or can only be disaggregated with disproportionate effort, or
- was generated by you together with other users, provided that other users can still use the data.

For personal data, the provisions of the Privacy Policy ([Section 5.2](#)) apply.

Request for data. If you generated, transmitted, saved, published or otherwise made available through the Runtastic Products content, we shall, at your request, provide you with the content, which does not qualify as personal data, free of charge, within a reasonable period of time and in a common and machine-readable format after the termination becomes effective. This does not apply if such content:

- has no use outside the context of the Runtastic Products,
- is exclusively related to your use of the Runtastic Products or
- has been aggregated by us with other data and cannot be disaggregated or can only be disaggregated with disproportionate effort.

For personal data, the provisions of the Privacy Policy ([Section 6.3](#)) apply.

Further Information. Please see our Privacy Policy for further information on the deletion of your account.

SPECIAL CANCELLATION RIGHT FOR CONSUMERS

Application of Consumer Laws. If you are a Registered User, using the Runtastic Products for a purpose that is not related to either your commercial or professional freelance activity, the following provisions apply to you as a consumer within the meaning of Section 1 of the Austrian Consumer Protection Act (Konsumentenschutzgesetz; KSchG).

Right of Withdrawal from Contract - You may cancel your agreement with Runtastic in writing, e.g., by letter or email, within 14 days of the date on which the agreement was entered into without stating any reasons. You can cancel the agreement by sending your notification to:

runtastic GmbH, Pluskaufstraße 7, 4061 Pasching, Austria

or via Email: cancellation@runtastic.com .

Consequences of Cancellation - In the event of cancellation, any benefits received by one party from the other must be returned, and any economic advantages gained must be repaid. If you are not able to return the services rendered to Runtastic in full or in part, you are obligated to reimburse Runtastic for the value lost - in relation to the time of use of the rendered services. This may mean that you are required to fulfill your payment obligations proportionally until cancellation has become effective. Obligations to reimburse costs must be fulfilled within 30 days. For you, this period begins when you send your contract termination, for us when we receive it.

Cancellation. The exercise of your cancellation right pursuant to this section may occur via the following **cancellation form** :

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

Ordered on (*)/received on (*),

Name of consumer(s),

Address of consumer(s),

Email address of consumer(s) which is used to login to Runtastic Products,

Signature of consumer(s) (only if this form is notified on paper),

Date

(*) Delete as appropriate

CONFORMITY

Conformity. We have a legal obligation to make sure that the Runtastic Products conform to the contract.

Updates. As part of this legal obligation, we will, from time to time, offer and request you to install security and technical updates for the Runtastic Products. It is your responsibility to install such updates without delay and to update the operating system of your end device if this is required for such updates. We will not be liable for any lack of conformity of the Runtastic Products resulting from the lack of the relevant update when you fail to install the update that we supplied to you.

Remedies. If our Runtastic Products do not conform to the contract of sale and/or the statutory conformity requirements, you have the right to have the defect corrected. Your right to claim lack of conformity expires two (2) years after the termination of the membership.

Cooperation You are required to reasonably cooperate with us to assess whether the cause of a lack of conformity lies in your digital environment. If you do not provide such cooperation, the burden of proof of any conformity of the Runtastic Products will lie with you.

USER OBLIGATIONS AND CONDUCT

User Obligations. Each user of the Runtastic Products must:

- truthfully provide, and keep current and complete, his/her registration details, and must not pass on such details to third parties;
- only save, publish, transmit and distribute such content, e.g., photos, pictures, text, representations or videos, if the user is authorized to pass on such content, i.e., (i) if the user has the exclusive right to use such content or, (ii) in the event that the user is not the owner of such rights with respect to content provided by it, if the user guarantees to Runtastic that all required rights, licenses, permits etc. have been validly obtained. This shall also apply to content subject to intellectual property rights, such as trade names and trademarks. The user shall be exclusively responsible for such content;
- not save, publish, transmit or distribute any content that is racist, insulting, discriminating, denouncing, sexual, glorifies violence or is otherwise illegal;
- not to send chain letters or messages to more than one recipient at any one time, i.e., the user must not send mass emails or spam;
- not carry out any disrupting interferences in the Runtastic network, including the Runtastic Products, by use of technical or electronic aids, such as hacking attempts, brute force attacks, planting of viruses/worms/trojans and other disrupting attempts regarding Runtastic's software or hardware;
- not copy, distribute, transmit or collect by use of technical aids, e.g., by crawlers or bots, accessible details without the consent of the respective owner;
- provide prompt notice via email to fraudprotection@runtastic.com of any detected breaches of the aforementioned obligations;
- diligently care for the personal details and only allow such persons access to their own details that are close to the user; and
- regularly save important personal details externally, e.g., on an external storage medium, hard drive or in the cloud. Runtastic shall not be responsible for any lost or impaired details.

BREACH OF USER OBLIGATIONS

Sanctions. In order to ensure the proper and reliable provision of Runtastic Products, Runtastic imposes the following sanctions upon breach of user obligations by a user:

- warning;
- deletion of content;
- temporary deactivation of user account; and
- cancellation (irrevocable deactivation).

The type of sanction shall depend on the purpose, impact, and type of the breach in light of Runtastic's and the user's interests.

Cancellation. In the event a user account shall be cancelled in accordance with this Section, the respective user shall not be permitted to register again.

CONTENT

General. Runtastic permits its Registered Users to use the offered portfolio of Runtastic Products in accordance with statutory law and these T&C, in order to upload, save, publish, distribute, transmit, and share content with other users.

Tracking. The user consents that, as a result of the automatic evaluation of the way such user uses the Platform, it may be exposed to certain offers and/or marketing messages tailored to such user. Please see our Privacy Policy concerning tracking for marketing purposes.

Disclosure. Runtastic shall have the right to save content or disclose such content to third parties, to the extent this is required by law, or legally permissible and reasonably necessary, in order to

- comply with statutory law, or court or administrative orders;
- ensure compliance with these T&C;
- react to claims of breaches of law raised by third parties; or
- safeguard the rights, property or personal safety of Runtastic, its users and the general public.

User Content. The user grants Runtastic the irrevocable, free, non-exclusive and unlimited right to use all content generated, transmitted, saved and published by such user. Accordingly, Runtastic shall have the right to use, irrespective of the type of usage, all content both as part of the Platform and any other activity of Runtastic or any company affiliated with Runtastic. This shall include the right to change and edit such content, unless such changes or edits impair material interests of the user. In this connection, the user waives, to the extent legally permissible, all intellectual property rights. However, to the extent feasible, in the event that Runtastic uses content created by a user outside the Runtastic Products, Runtastic shall note that such content was created by the user.

Ownership. Runtastic does not claim ownership of any content created by users and will not supervise such content.

Deletion. Runtastic reserves the right to delete content created by users, such as routes, photos, events or comments without giving reasons. In this event, the user shall be notified and, in the event of a breach of these T&C, may be sanctioned in accordance with **Section 12**.

Inaccurate Content. Runtastic shall not be responsible for inaccurate content created by users, e.g., details regarding routes or events etc.

PRIVACY POLICY

Please see the separate Privacy Policy available on www.runtastic.com/privacy-policy that is an integral part of this agreement.

REPRESENTATIONS AND WARRANTIES

Limitation. Runtastic does not claim or warrant that

- the Runtastic Products will be available at all times, or that they and the necessary hardware and software will be completely free from errors; and
- the transmission of data via other systems, in particular the internet and telecommunication networks, is not tracked, recorded or distorted by third parties.

Own Risk. The user uses the Runtastic Products exclusively at his/her own risk. This applies, without limitation, to

- the related use of any hardware, including, but not limited to, (i) the respective smartphone, e.g., in the course of using the feature “measuring pulse”, by pressing the photo light for a prolonged period, the user’s finger may heat up, (ii) chest straps, and (iii) smartphone dongles;
- downloading of the user’s own and third party content; and

- any use by the user of data created or provided by Runtastic, including, but not limited to (i) measured pulse or altitude details, or (ii) recommendations for actions, e.g., workout plans etc. The user explicitly acknowledges that any such data or content may contain errors, and Runtastic does not, to the extent permitted by law, assume any responsibility for the correctness of such data.

Medical Advice. The use of any software or hardware offered by Runtastic is no substitute for the consultation by the user of a specialized doctor.

External Content. Additionally, Runtastic does not make any representations or warranties with respect to external links, banners or other information and marketing offers that may be made accessible to the user. Any contractual arrangements entered into between the user and a third party provider, e.g., via linked websites or banners, result in a contractual relationship between such user and the third party provider only. Runtastic does not make any representations or warranties with respect to products or services of third party providers.

LIMITATION OF LIABILITY

General. Runtastic shall be liable for damages as currently provided by law, regardless of the statutory basis of such liability (precontractual, contractual, tort) only if Runtastic has caused a certain damage willfully or with gross negligence. In the event of slight negligence, Runtastic shall not be liable to other businesses and shall be liable to consumers only for personal damages. Runtastic shall not be liable to businesses for follow-on damages, mere pecuniary losses, lost profits, or damages resulting from claims of third parties.

Content. Unless required by statutory law, neither Runtastic nor any of its business affiliates shall be liable for damages resulting from the use of content made accessible through the use of the Platform or other forms of use of the Runtastic Products. This also applies to damages resulting from errors, problems, viruses or loss of data.

Downloads. Runtastic assumes no liability for downloaded material or material obtained as a consequence of using the Runtastic Products. The Registered User is solely responsible for any damages caused by such materials to his computer or smart phone system or for information that is lost as a consequence of downloading materials from any of the Runtastic Products.

Conflicts. The Registered User is exclusively liable for any claims of lawsuits of any kind in any way derived from or related to conflicts with other users. The Registered User acknowledges and accepts that Runtastic will not, under any circumstances, be liable for the acts and omissions of other users, including the damages associated with such acts or omissions.

INDEMNIFICATION BY USERS

Indemnification. The user shall indemnify Runtastic for all claims raised by third parties as a result of an infringement of their rights by the user in connection with content uploaded to or any of the Runtastic Products by such user or as a result of any other usage by such user of applications available from Runtastic. The user shall bear the costs of any legal proceedings, in which Runtastic may be involved in connection with such claims, including all court costs and attorney's fees to the extent permitted by law, unless the user was not at fault in causing such infringement.

Support. In the event that a claim is brought by a third party, the user shall promptly, truthfully and completely make available to Runtastic all information available to such user that may be necessary to verify such claim and defend against it. Any additional claims for damages that Runtastic may be entitled to bring against the user shall not be affected.

CHANGES TO THE T&C

General. Runtastic reserves the right to amend these T&C from time to time for a number of reasons including, without limitation, for commercial reasons, to comply with applicable law or regulations, or for customer service reasons. At any time, the then-current version of these T&C is available for viewing on the Platform as well as in the Apps.

Changes. In case of minor changes to these T&C (if, for example, there is a change in the law that means we need to change these T&C), we may simply make the new T&C available for viewing on the Platform and in the

Apps. Please check these T&C regularly to ensure that you understand the up-to-date terms. For any significant changes to these T&C that will materially adversely impact you, Runtastic will either obtain your specific consent to the changes through communication in the Runtastic Products, or Runtastic will inform you of any changes at least two weeks prior to the effective date of the changes via email to the address provided during Registration (“ Amendment Information ”). From receiving the Amendment Information, you will have an objection period of two weeks.

18.2.2. The Amendment Information will entail (i) the updated T&C, (ii) the effective date of the changes, (iii) a two-week objection period, (iv) information on the consequences of omitting an objection.

18.2.3. If you do not object to the changes, the updated T&C will be deemed accepted.

18.2.4. In the event that you object to the changes, Runtastic is entitled to terminate the user contract and delete your user account, under consideration of your interests if continuing of the contractual relationship under the scope of the current terms and conditions is not possible or unreasonable for Runtastic.

Written Form. Subject to **Section 18.1** and **Section 18.2** , any changes to these T&C must be made in writing. No ancillary oral arrangements exist.

MISCELLANEOUS

Severability Clause. In the event that individual provisions of these T&C shall be or become invalid, all other terms and conditions shall remain in full force and effect.

Governing Law and Jurisdiction. These T&C and all contractual relations and litigation between the users and Runtastic shall be governed by Austrian law, excluding the conflict of law-provisions and the United Nations Convention on Contracts for the International Sale of Goods.

19.2.2. Place of delivery and exclusive court of jurisdiction shall be Linz, Austria.

19.2.3. This section is not relevant for any users that are consumers within the meaning of the Austrian Consumer Protection Act (Konsumentenschutzgesetz, KSchG).

Part B: adidas Membership Program

IF YOU USE ANY RUNTASTIC PRODUCTS IN THE COUNTRIES LISTED **HERE** , YOU SHALL AUTOMATICALLY BECOME A MEMBER OF THE ADIDAS MEMBERSHIP PROGRAM (CALLED E.G. CREATORS CLUB, ADICLUB) IF YOU ARE NOT A MEMBER ALREADY. PLEASE CHECK THE LIST REGULARLY AS IT MIGHT BE SUPPLEMENTED.

This membership is subject to specific Terms & Conditions. By continuing to use a Runtastic Product in one of the listed countries, you hereby accept the respective Creators Club Terms & Conditions. You can find those Terms & Conditions applicable in your country **here** . Please note that in these countries the adidas Membership Program is an integral part of Runtastic Products and Runtastic Products cannot be used without adidas Membership Program in these countries. That particularly means by cancelling your adidas Membership Program, you also cancel your use of Runtastic Products.

Last updated: 24 January 2022