

TERMS AND CONDITIONS

Welcome to Ryvalfit!

Ryvalfit is owned and operated by RYVAL SOLUTIONS SPAIN, S.L.

These are the terms and conditions for:

- **Ryvalfit mobile application (Available on Google Play and App Store).**
- **Ryvalfit web application (<https://app.ryvalfit.com>)**
- **Ryvalfit website (<https://www.ryvalfit.com>)**

The following terms and conditions apply to your use of the Ryvalfit platform and the services available on the platform. This includes mobile versions, as well as any other version of Ryvalfit accessible via desktop, tablet, social media or other devices.

By using the platform, you agree to these terms and conditions and our privacy policy. In these terms and conditions, the words “platform” refer to the Ryvalfit mobile application, the web application (SaaS) and the Ryvalfit website together, “we”, “us”, “our”, and “Ryvalfit”, refers to RYVAL SOLUTIONS SPAIN, S.L, and “you”, and “user”, refers to you, the Ryvalfit user.

PLEASE READ THESE CONDITIONS CAREFULLY BEFORE USING THE SERVICES AND FUNCTIONALITIES AVAILABLE ON THE PLATFORM.

1. ACCEPTANCE OF TERMS

By accessing and using the Ryvalfit platform, you agree to be fully bound by the terms and conditions set forth in this agreement. If you do not agree to any of the terms, you must refrain from using the platform or its services. We reserve the right to modify this agreement at any time. Any modifications will be effective upon posting on the platform. By continuing to use Ryvalfit following the posting of a modification, you expressly agree to be bound by the updated terms. For this reason, we recommend that you review this agreement periodically to stay informed of any changes.

By using the platform, you represent and warrant that you have full legal capacity, power and authority to enter into this agreement and to perform your obligations hereunder. You further confirm that you are not subject to any legal, contractual or other restriction that limits or prevents your ability to accept these terms and conditions. You warrant that you will use the platform in accordance with applicable laws and regulations and that your use will not infringe any third party rights or contravene any applicable regulations.

Your acceptance of this agreement constitutes a binding commitment by you and any entity you represent to adhere to the terms set forth herein and any additional policies posted on the platform. This commitment includes your obligation to ensure that all information provided during registration and use of the platform is truthful, accurate and up to date. Ryvalfit will not be liable for any breach of these terms by users, and any violation of these terms may result in the suspension or termination of your access to the platform.

2. NOTIFICATIONS AND NEWSLETTER

By providing your email address and installing and using the platform, you agree that we may use it to send you notifications and communications relating to the functions of the platform, changes to the functions of the platform, news and special content. If you do not wish to receive these communications or notifications, you can cancel your subscription by sending your cancellation request via the contact information or by using the 'unsubscribe' option in the emails we send you. You can also configure notifications in your account settings. Cancelling your subscription may prevent you from receiving notifications about updates, news or special content.

3. DESCRIPTION OF THE PLATFORM

Ryvalfit is a digital platform (SaaS) available through a mobile application and a web application, designed to facilitate the planning, management and monitoring of training. The platform offers various tools that allow users to create and customize training plans, access an extensive exercise database, organize activities using an integrated calendar, and track progress through body metrics and dietary information.

Ryvalfit provides an optimized experience through an intuitive interface and functionalities designed to improve training management and physical performance. The platform can be updated, modified or improved at any time, in order to optimize its operation and adapt to the needs of users. The use of Ryvalfit is subject to the terms and conditions set forth herein.

4. REGISTRATION AND USER ACCOUNT

In order to access and use the functionalities of Ryvalfit, users must create an account on the platform by providing accurate, complete and up-to-date information, including their name, email address and any other data that is required during the registration process. The user is responsible for ensuring that the information provided is truthful and for keeping it updated at all times. Ryvalfit is not responsible for errors, inaccuracies or damages arising from failure to comply with this obligation.

Access to the user account is via personal authentication credentials, such as a password set by the user or through the use of third-party authentication services compatible with the platform. The user is solely responsible for the confidentiality of their credentials and the use of their account, undertaking not to share them with third parties or allow unauthorized access. Any activity carried out from the user's account will be considered to have been carried out by the account holder. In case of suspicion of unauthorized access or breach of account security, the user must immediately notify Ryvalfit so that the necessary measures can be taken.

Ryvalfit reserves the right to suspend or cancel the account of any user who breaches the terms and conditions, misuses the platform or uses their account for fraudulent or illegal

activities or activities that harm third parties. Likewise, the platform may disable or restrict access to certain functionalities if irregular use is detected or use that contravenes the provisions established in this document.

The user can close their account at any time through the configuration options available on the platform or by sending a request to Ryvalfit's contact details. However, deleting the account does not exempt the user from their previously acquired obligations, nor from the responsibilities derived from the use of the platform before the account was closed.

5. SUBSCRIPTION PLANS

Access to the Ryvalfit platform is free for users who register as clients, who can use the available functionalities at no cost. However, gyms and trainers who wish to manage training sessions, clients and trainers within the platform must purchase a subscription plan appropriate to their needs, determined by the number of trainers and clients registered in their account.

Ryvalfit offers a free tier with limited functionality, designed to allow gyms and trainers to try out the platform before signing up to a subscription plan. Once the trial period is over, or when the user wishes to access advanced features, they must select one of the available plans and provide a valid payment method.

Subscription plans are billed on a recurring monthly basis, starting from the date the subscription is activated. The payment card provided by the user is charged automatically. In the event that the transaction cannot be processed, Ryvalfit may temporarily suspend access to the functionalities associated with the plan until the payment is made correctly.

Users can upgrade their plan at any time, which means an immediate upgrade to a higher subscription level. In this case, a pro-rata adjustment will be made to the amount, discounting the value corresponding to the unused period of the previous plan and applying the proportional charge to the new plan immediately.

If the user decides to downgrade their plan or cancel their subscription, the change will be applied at the start of the next billing cycle. The subscription will remain active until the monthly renewal date, with no refunds or compensation for the remaining time of the period already billed. To avoid automatic renewal of the plan, the user must request cancellation before the monthly billing date, counted from the day the subscription started.

Ryvalfit reserves the right to modify prices, plans and billing conditions at any time. Any changes to the rates or terms applicable to subscription plans will be notified with reasonable notice to affected users, who may choose to continue with the service under the new conditions or cancel their subscription before the changes come into effect.

6. PROMOTIONAL CODES

Ryvalfit may, at its sole discretion, offer promotional codes or discounts that allow users to access special benefits, such as free periods, discounts on subscriptions or additional functionalities within the platform. These promotional codes will be subject to the specific terms and conditions established at the time of their issuance and may be withdrawn or modified at any time without prior notice.

Promotional codes are personal and non-transferable, and their use is restricted to a single user account, unless expressly stated otherwise. They may not be sold, exchanged for cash, combined with other promotions, or used fraudulently or in contravention of Ryvalfit's terms and conditions.

In the event that Ryvalfit detects misuse, fraudulent use or use contrary to the established terms, it reserves the right to cancel the promotional code, reject its application or temporarily or definitively suspend the offending user's account. Furthermore, Ryvalfit is not responsible for promotional codes obtained through unauthorized third parties nor does it guarantee their validity if they have been distributed without its consent.

The use of any promotional code implies acceptance of these conditions, as well as the specific terms applicable to each particular promotion. Ryvalfit reserves the right to modify, restrict or cancel any promotional offer at any time, without this generating acquired rights for users.

7. LIMITATION OF LIABILITY

Ryvalfit is a digital platform designed to provide training planning, management and monitoring tools to personal trainers, gyms and fitness enthusiasts. However, Ryvalfit does not guarantee that the use of the platform will generate specific results in the physical performance, health or fitness of users, nor does it replace the professional advice of trainers, nutritionists, doctors or health specialists. The use of the platform and the application of any training plan, recommendations or data provided by Ryvalfit are the sole responsibility of the user.

Ryvalfit is not responsible for injuries, physical damage, health conditions or any other adverse consequences arising from the use of the training plans, body metrics, dietary information or any functionality available on the platform. Users are responsible for evaluating their physical condition and consulting a health professional before starting any training program or making changes to their diet based on information obtained through Ryvalfit. The platform only provides management tools, but does not supervise, verify or certify the adequacy of the training or recommendations entered by trainers and gyms.

Ryvalfit assumes no responsibility for errors, interruptions, technical failures, data loss, device incompatibility or any other inconvenience that may affect the availability or proper functioning of the platform. While Ryvalfit makes reasonable efforts to keep the service operational, it does not guarantee uninterrupted access or the absence of errors, failures or security vulnerabilities. Ryvalfit will also not be liable for any damage arising from cyber-attacks, unauthorized access, viruses or any other digital threat that affects the use of the platform.

In relation to data storage and processing, Ryvalfit employs adequate security measures to protect users' personal information. However, Ryvalfit is not responsible for unauthorized access or security breaches that occur beyond its reasonable control, including those caused by third parties, telecommunications network failures or force majeure attacks.

Ryvalfit assumes no responsibility for the improper use of the platform by users, including the introduction of inaccurate data, the fraudulent use of accounts or any other activity that violates these terms and conditions. Any action taken within an account is presumed to have been carried out by its owner, and Ryvalfit will not be responsible for unauthorized access derived from negligence in the management of access credentials.

Under no circumstances shall Ryvalfit, its affiliates, employees, providers or commercial partners be held responsible for any direct, indirect, incidental, special or consequential damages derived from the use or impossibility of use of the platform, including, without limitation, loss of income, data, commercial opportunities or any other economic damage, even if it has been warned of the possibility of such damages.

The user accepts that the total liability of Ryvalfit in relation to any claim derived from the use of the platform will not exceed, under any circumstances, the total amount effectively paid by the user in the last six months prior to the claim, or, in the case of free users, the amount of zero dollars (USD 0). This limitation of liability will be applied to the maximum extent permitted by applicable legislation.

8. LICENSE TO USE THE PLATFORM

Ryvalfit grants the user a personal, worldwide, royalty-free, non-transferable, non-sublicensable, non-exclusive, non-sublicensable license to download and use the Ryvalfit mobile application, available through the App Store and Google Play Services. This license includes access to modified versions, updates, upgrades, enhancements, extensions, add-ons and copies of the app, if available. The exclusive purpose of this license is to allow the user to access and use the functionalities offered by the platform in accordance with the terms and conditions set forth in this agreement.

The user agrees to use the platform diligently, lawfully and in full compliance with applicable regulations, refraining from any activity that is negligent, fraudulent, harmful or in any way compromises the integrity of Ryvalfit, its services or the experience of other users. Use of the platform for actions that may damage the reputation, interests or rights of Ryvalfit, its affiliates or third parties is strictly prohibited, including but not limited to:

- Attempting to access unauthorized systems or reverse engineer the platform.
- Employ automated techniques to interact with the platform in an unauthorized manner.
- Engage in activities that may disrupt, overload or compromise the technical operation of the platform.

Ryvalfit reserves the right, at its sole discretion, to suspend or terminate the user's access to the platform immediately and without liability to the user, in the event that any breach of the

stated conditions is detected. This cancellation may be carried out with or without prior notice, depending on the nature and severity of the breach. In addition, Ryvalfit reserves the right to take legal action if the improper use of the platform generates economic, technical or reputational damage to the company or third parties.

The user acknowledges that the license granted is revocable and that its continuity depends on full compliance with these conditions. Any unauthorized or prohibited use of the platform may result in the immediate termination of this license and the adoption of the necessary legal measures to protect the rights and interests of Ryvalfit.

9. COPYRIGHT

All materials on the platform, including, without limitation, names, logos, trademarks, images, text, animations, graphics, videos, photographs, illustrations, software and other elements are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by Ryvalfit. You acknowledge and agree that all materials on the platform are available for personal, limited, non-commercial use only. Except as specifically provided herein. No material may be copied, reproduced, republished, sold, downloaded, posted, transmitted or distributed in any way, or otherwise used for any purpose, by any person or entity, without the prior express written permission of Ryvalfit. You may not add to, delete, distort or otherwise modify the material. Any unauthorized attempt to modify any material, to defeat or circumvent any security feature, or to use Ryvalfit or any part of the material for any purpose other than its intended purpose is strictly prohibited.

10. COPYRIGHT COMPLAINTS

Ryvalfit will respond to all queries, complaints and claims related to alleged infractions or violations of the provisions contained in copyright and intellectual property laws and regulations in Spain and internationally. Ryvalfit respects the intellectual property of others and expects users to do the same. If you believe, in good faith, that any material provided on the website infringes your copyright or other intellectual property rights, please send your request using our contact information, with the following information:

- Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers, or a statement concerning the ownership of the work, should be included.
- A statement specifically identifying the location of the infringing material, with enough detail that Ryvalfit may find it on the platform.
- Your name, address, telephone number and e-mail address.
- A statement by you that you have a good faith belief that the use of the allegedly infringing material is not authorized by the owner of the rights, or its agents, or by law.
- A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.

- An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

11. PROHIBITED ACTIVITIES

The following activities are prohibited:

- Take any action intended to violate the security of the platform, including unauthorized access, alteration or use of Ryvalfit's servers, databases, user accounts or internal systems.
- Attempt to gain unauthorized access to the application, its functionalities, other users' accounts, computer systems or networks connected to Ryvalfit, whether through computer attacks, theft of credentials, social engineering or any other illegal means.
- Access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy or otherwise exploit any content of the platform, including, but not limited to, using any robot, spider, scraper or other automated means or any manual process for any purpose not in accordance with these terms.
- Distribute, upload, transmit or introduce any type of malware, virus, worm, Trojan horse or other harmful files or programs that may compromise the security, integrity or correct functioning of the application.
- Take part in hacking or cracking activities or any other malicious act that could affect the stability, security or availability of Ryvalfit's services or those of its users.
- Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure.
- Deep-link to any part of our platform for any purpose without our express written permission.
- "Frame", "mirror" or otherwise incorporate any part of the platform into any other platform or service without our prior written permission.
- Modify, decompile, disassemble, reverse engineer or attempt to derive the source code of the application or any technology used in Ryvalfit.
- Evade, disable or otherwise interfere with security-related features of the platform or features which prevent or restrict the use or copying of any content.

12. DISCLAIMER OF WARRANTIES

Due to the nature of the Internet, Ryvalfit provides and maintains the platform on an "as is", "as available" basis and does not promise that use of the platform will be uninterrupted or error free. We shall not be liable to the user or any third party if we are unable to provide our platform and services for any reason beyond our control.

Our platform may from time to time contain links to other platforms which are not under the control of and are not maintained by us. These links are provided for your convenience only and we are not responsible for the content of those sites.

Except as provided above we can give no other warranties, conditions or other terms, express or implied, statutory or otherwise and all such terms are hereby excluded to the maximum extent permitted by law.

You will be responsible for any breach of these terms by you and if you use the platform in breach of these terms you will be liable to and will reimburse Ryvalfit for any loss or damage caused as a result.

Ryvalfit shall not be liable for any amount for any failure to perform any obligation hereunder if such failure is due to the occurrence of any unforeseen event beyond its reasonable control, including, without limitation, Internet outages, communications outages, fire, flood, war or force majeure.

These terms do not affect your statutory rights as a consumer which are available to you.

Subject as aforesaid, to the maximum extent permitted by law, Ryvalfit excludes liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect or consequential loss whether or not such arises out of any problem you notify to Ryvalfit and Ryvalfit shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:

- Any incorrect or inaccurate information on the platform.
- The infringement by any person of any Intellectual Property Rights of any third party caused by their use of the platform or any product purchased through the platform.
- Any loss or damage resulting from your use or the inability to use the platform or resulting from unauthorized access to, or alteration of your transmissions or data in circumstances which are beyond our control.
- Any loss of profit, wasted expenditure, corruption or destruction of data or any other loss which does not directly result from something we have done wrong.
- Any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing or using content from the platform or from transmissions via emails or attachments received from Ryvalfit.
- All representations, warranties, conditions and other terms which but for this notice would have effect.

13. INDEMNIFICATION

The user agrees to indemnify and hold Ryvalfit, its affiliates, employees, directors and agents harmless from any claim, liability, damage, loss or expense (including reasonable legal fees) arising from improper use of the application, violation of these terms and conditions or infringement of any third-party rights.

14. CHANGES

We may change the platform and these terms at any time, in our sole discretion and without notice to you. You are responsible for remaining knowledgeable about these terms. Your continued use of the platform constitutes your acceptance of any changes to these terms and any changes will supersede all previous versions of the terms. Unless otherwise specified herein, all changes to these terms apply to all users take effect.

15. PERSONAL DATA

Any personal information you submit in connection with your use of the platform as a user will be used in accordance with our privacy policy. See our privacy policy.

16. INTEGRATION CLAUSE

This agreement together with the privacy policy and any other legal notices published by Ryvalfit, shall constitute the entire agreement between you and Ryvalfit concerning and governs your use of the platform.

17. SEVERABILITY

If any section of these terms is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Our failure to enforce or delay in enforcing any provision of these terms at any time does not waive our right to enforce the same or any other provision in the future.

18. FORCE MAJEURE

Ryvalfit shall not be liable for any failure to perform due to causes beyond its reasonable control, including, without limitation, fortuitous events, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts that may be due to unforeseen circumstances.

19. TERMINATION

Both the user and Ryvalfit acknowledge that failure to comply with these terms and conditions may result in termination of the agreement between both parties.

In case of non-compliance by the user: If the user fails to comply with any of the terms set forth in these terms and conditions, Ryvalfit reserves the right to unilaterally terminate the user's access to and use of the platform. Ryvalfit may take this action without prior notice, and the User will automatically lose all rights to access and use the platform. Furthermore, Ryvalfit shall not be liable for any loss of data or information associated with the user's account.

In case of non-compliance by Ryvalfit: If Ryvalfit fails to comply with its obligations under the agreed terms and conditions, the User shall be entitled to terminate the agreement and stop using the platform. The user shall notify Ryvalfit in writing of the breach and allow a reasonable time for Ryvalfit to remedy the situation. If Ryvalfit does not remedy the breach within the set period, the user may proceed with the termination of the agreement.

Termination of the agreement shall not release either party from any obligations and liabilities that have arisen prior to the date of termination.

Continued use of the platform after termination of the agreement by either party shall imply acceptance of the conditions set forth in the terms and conditions in effect at that time.

20. DISPUTE RESOLUTION

Any dispute, claim or controversy that arises between a user and Ryvalfit in relation to these terms and conditions, the use of the platform or the services provided, will be resolved exclusively through alternative dispute resolution mechanisms, including mediation and arbitration, as detailed below.

Firstly, both parties agree to make every effort to resolve any dispute informally. This includes direct communication between the parties involved to identify and address concerns or disagreements quickly and efficiently. Users can contact Ryvalfit through the designated support channels to raise any dispute. The company undertakes to respond within a reasonable period of time, providing an opportunity to resolve the problem without resorting to formal proceedings.

If the parties fail to resolve the dispute informally within thirty (30) days of the initial notification of the dispute, the dispute shall be submitted to mediation. Mediation shall take place before a neutral mediator selected by mutual agreement of the parties. If the parties fail to agree on a mediator within an additional fifteen (15) days, a mediator will be appointed through a recognized mediation agency. The costs of the mediation will be shared equally between the parties, and the mediation will be conducted in English and at a mutually agreed location or, if both parties agree, through a virtual platform.

If the mediation does not result in a resolution satisfactory to both parties, the dispute shall be resolved by binding arbitration in accordance with the rules of the applicable commercial arbitration or similar internationally recognized body. The place of arbitration shall be in Spain. The language of the arbitration shall be English.

The arbitrator shall have exclusive authority to resolve the dispute, including determining the applicability and validity of these dispute resolution terms. The arbitrator's decision shall be final and binding on both parties and may be entered as a judgment in any court of competent jurisdiction. Unless prohibited by applicable law, the parties agree to waive any right to take the dispute to court or to participate in a class action.

This dispute resolution clause does not prevent Ryvalfit from seeking injunctive or equitable relief in the event of infringement of intellectual property rights, misuse of the platform or any

act that may cause irreparable damage, in which case it may go directly to a court of competent jurisdiction without exhausting alternative dispute resolution mechanisms.

By accepting these terms, users expressly waive any right to a jury trial and agree that all disputes will be resolved in accordance with the procedures set forth in this clause, with the aim of minimizing the costs and time associated with formal litigation. The parties shall bear their own costs associated with mediation and arbitration, unless otherwise agreed or specifically provided for by the arbitrator.

21. APPLICABLE LAW AND JURISDICTION

Although the platform is available worldwide, these terms and conditions shall be governed by and interpreted in accordance with the laws of Spain. Any dispute related to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Spain. This applies unless binding arbitration is agreed in the relevant section.

22. FINAL PROVISIONS

Your use of our platform and purchase of our products is conditioned upon your acceptance of and compliance with all of the terms and conditions set forth. This authorization to use our services does not extend to jurisdictions where these provisions are not respected or applied.

Our commitment to compliance with these terms is strictly governed by applicable laws and legal process. Importantly, these terms do not restrict our ability to comply with legal or governmental requirements, including but not limited to those relating to law enforcement and the use of our platform. Information provided or collected in connection with your use of the platform and purchase of our products will be subject to these requirements.

In the event that any provision of these terms and conditions shall be declared invalid, illegal or unenforceable by any court or competent authority, such decision shall not affect the validity or enforceability of the remaining provisions. The failure or delay in enforcing any of these terms and conditions by us at any time shall not constitute a waiver of our rights to enforce such provision, or any other provision, in the future.

We reserve all rights not expressly granted herein, while at all times maintaining the protection of and respect for our intellectual property rights and prerogatives.

23. CONTACT INFORMATION

If you have questions or concerns about these terms, please contact us through our contact information below:

RYVAL SOLUTIONS SPAIN, S.L.

Email: ryvalfit@gmail.com