

General terms and conditions (GTC)

RUNME.de/RUNME.at/RUNME.ch & myRaceland (hereinafter: "RUNME") January 2019
(RUNME GmbH, Wolferstetter Weg 10a, DE-97900 KÜlsheim, premium@runme.de)

Preamble

1. RUNME's service offer is exclusively aimed at individuals of full age.
2. RUNME allows access to and use of the platform based on these general terms and conditions.
3. The GTCs regulate the relationship between RUNME as the operator of the platform, registered users and third parties or partners.
4. By registering as a RUNME user, you are accepting the following GTCs for the use of RUNME.
5. The user may view, print and save these GTCs at any time, including after conclusion of a contract, using the "GTCs" link.

Registration

1. RUNME is available to all registered users. Registration is free. We reserve the right to charge a fee for the additional premium services of RUNME.
2. Registration is only open to individuals of full age.
3. Each user may only register with RUNME once and by registering guarantees that he is not already a member or that he has already deleted any existing account he had.
4. To register, the user must fill out the mandatory fields on the registration form completely, correctly and truthfully. It is strictly forbidden to register a user with incorrect or otherwise unacceptable information.
5. When creating a user account (hereinafter: "account"), the user must enter his correct, given name.
6. Users are not expressly entitled to conclude a contract of use. RUNME is entitled to refuse any registration without the need for justification.

Deleting an account

1. If a user would like to delete his RUNME account, he may terminate the contract of use at any time without the need for justification and without the need to comply with any notification periods.
2. It is sufficient to click on the "Delete my account" button. Alternatively, the user can also cancel his membership by sending an e-mail to premium@runme.de.
3. RUNME may also terminate the contract of use at any time without the need for justification and without the need to comply with any notification periods.
4. Once an account is deleted successfully, all the user's personal information is permanently deleted from the platform.

General terms and conditions of use

1. As a fundamental rule, no claims can be asserted with respect to the use of the RUNME platform. Users use RUNME at their own risk. The user is exclusively liable for any damage sustained to his personal system arising from the use of RUNME.
2. RUNME does not provide any guarantee of the correctness of the data or information linked to on third-party websites.
3. All users are prohibited from using technical interventions (such as running scripts, hacking attempts, distribution of viruses, worms, Trojan horses, brute force attacks, etc.) to compromise the functioning of RUNME.

4. It is also prohibited to use RUNME to disseminate discriminatory, defamatory, racist, pornographic, violent or any other illegal data or statements.
5. All applications exist only within the scope of the current state of the art of the technology. It may prove necessary for certain services to be subjected to temporary restrictions (capacity limits, security releases, etc.). Users will be notified of expected maintenance periods accordingly.
6. RUNME is entitled to supply user data to partners for the performance of premium services.
7. Insofar as legal, judicial or official regulations oblige RUNME to do so, RUNME is entitled to supply user data.

User obligations

1. The password selected during registration must be treated confidentially and not provided to third parties.
2. Users are prohibited from allowing third parties to use RUNME with other information. Should RUNME incur any damages arising from an account, the account holder shall be liable without restrictions.
3. Users are fundamentally obliged, in the presence of sustained evidence, to inform RUNME immediately of any breaches of these GTCs or other misuse.
4. Users are obliged to inform RUNME immediately if there is reason to suspect that a third party has become aware of access data and/or misused an account.

Copyrights and rights of use

1. All attempts to use the available contents for business, industrial or any other commercial purposes are strictly prohibited.
2. The contents made available via RUNME must not be copied, distributed or made publicly accessible in any other way without the permission of the respective holder of rights.
3. The further use of any source codes by RUNME is hereby excluded.

Sanctions in case of breaches

1. Compliance with the GTCs is essential for the correct functioning of RUNME. Consequently, RUNME imposes sanctions on users if it has specific reason to believe that a user has breached statutory provisions, the accepted principles of morality or the GTCs or has infringed upon third-party rights.
2. When selecting the sanctions to impose, RUNME shall take the legitimate interests of the user in question into account.
3. The following measures are available to RUNME: deletion of a user's contents, the issuing of a caution to a user, the temporary and permanent blocking of an account and the deletion of an account.
4. Blocked users are prohibited from reregistering with RUNME.

Shopping

1. RUNME offers subscriptions, consultancy services and selected products. The contracts are performed between RUNME and the purchaser.
2. Payment is by credit card or online payment.
3. Automatically renewed and paid subscriptions cannot be canceled any more. Auto-renewal can be switched off in your personal profile.
4. All prices include VAT.
5. If a product is out of stock or not available anymore for other reasons, the buyer will be informed. He will get an alternative offer if possible. If the alternative offer does

not fulfill the buyer's expectations or if there is no alternative offer, he is not liable for his order anymore. If the buyer has already paid the purchase price, that amount will be refunded.

6. Complaints for incomplete, false delivery or obvious defects must be made by email to premium@runme.de immediately. If the purchased item is defective, the buyer must send a complaint by email to premium@runme.de immediately.

Future amendments

1. RUNME reserves the right to amend the provisions of these GTCs at any time without the need for justification.
2. Users will be notified of amendments per e-mail two weeks prior to their coming into force. If the user does not object to the amendments within this period, the amendments shall be deemed to be accepted and mutually agreed upon.
3. RUNME undertakes to inform the user specifically of the significance of this two week period in the e-mail containing notification of the amended provisions.
4. If the user objects to the application of the new GTCs within the specified period, RUNME is authorised to terminate the contractual relationship with the user fairly with a period of notice of 14 days and to delete the account after a further 14 days have elapsed.

Final provisions

1. Should individual provisions of these GTCs be or become invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced with a valid one that the parties would have concluded, had they been aware of the issue at the time the contract was concluded, in order to achieve the same or at least a similar economic success. The same shall apply for any loopholes discovered in the contract.
2. Should individual provisions of these GTCs cease to be enforced, this shall not be taken to mean that provision in question has been tacitly repealed.
3. Should supplementary regulations prove necessary in the interest of smooth business operations, the parties shall introduce these in line with the aim of these GTCs and fair coordination of interests.
4. These GTCs and the contractual relationship between RUNME and the user are exclusively subject to German law. The legal venue is the headquarter of RUNME.
5. However, this choice of law shall only apply to the user insofar as the protection granted by compulsory regulations of the country's legal system in which the consumer resides is not withdrawn
6. RUNME has been developed with great care. Nevertheless, all information is provided without guarantee. No liability is accepted for any disadvantages or damages arising from the information provided.

For simplicity reasons, the General Terms and Conditions always use the masculine form of words to refer to people. However, it should be understood that both sexes are always inferred unless expressly stated otherwise.