

These general terms and conditions define the rules and regulations for the use of the entire website of Fitward B.V., located at <https://fitward.app>.

By visiting this website, we assume that you accept these terms and conditions. Please do not continue to use Fitward if you do not agree to all of the terms and conditions stated on this page.

### **Company Details:**

Company name: Fitward B.V.

Established: Zeewinde 5, 9738AM Groningen.

E-mail: [info@fitward.app](mailto:info@fitward.app)

Chamber of Commerce number: 83412476

VAT number: 862864379B01

### **Cookies:**

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A cookie is a text file placed on your hard drive by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you and can only be read by a web server in the domain that issued the cookie to you.

We may use cookies to collect, store and maintain information for statistical or marketing purposes to make our website work. You have the option to accept or decline optional cookies. There are some required cookies that are necessary for the operation of our website. These cookies do not require your consent as they always work. Please note that by accepting required cookies, you are also accepting third party cookies, which may be used through third party provided services if you use such services on our website, for example a third party video playback window integrated on our website.

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- Redistribute any content from Fitward

This agreement begins on this date.

Parts of this website allow users to post and exchange opinions and information on certain parts of the website. Fitward B.V. does not filter, edit, publish or review comments prior to their presence on the website. Comments do not reflect the views and opinions of Fitward B.V., its agents and/or affiliates. Comments reflect the views and opinions of the person posting their views and opinions. To the extent permitted by applicable law, Fitward B.V. shall not be liable for the comments or any liability, damages or costs caused and/or

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Fitward B.V. reserves the right to monitor all comments and to remove any comments that may be deemed inappropriate or offensive or that violate these Terms and Conditions.

You warrant and represent that:

- You have the right to post the comments on our website and have all necessary licenses and consents to do so;
- The comments do not infringe any intellectual property right, including but not limited to copyrights, patents or trademarks of any third party;
- The comments do not contain any defamatory, libelous, abusive, indecent or otherwise unlawful material, which is an invasion of privacy.
- The comments will not be used to solicit or promote business or custom or current commercial activities or unlawful activities.

You hereby grant Fitward B.V. a non-exclusive license to use, reproduce, edit, and authorize others to use, reproduce, and edit your comments in any form, format, or media.

#### **Hyperlinks to our content:**

The following organizations may link to our website without prior written permission:

- Government agencies;
- Search engines;
- News organizations;
- Online directory distributors may link to our website in the same manner as hyperlinks to the websites of other publicly traded companies; and
- Accredited system-wide companies, with the exception of recruiting nonprofit organizations, charity shopping centers, and charity fundraising groups which may not hyperlink to our website.

These organizations may link to our home page, publications or other website information, as long as the link: (a) is not misleading in any way; (b) does not falsely imply sponsorship, approval or endorsement of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organizations:

- widely known consumer and/or business information resources;
- dot.com community sites;
- associations or other groups representing charities;
- online directory distributors;
- Internet portals;
- accounting, law and consulting firms; and
- educational institutions and trade associations.

We will approve link requests from these organizations if we decide that: (a) the link would not make us look favorable to ourselves or to our accredited companies; (b) the organization has no negative record with us; (c) the benefit to us from the visibility of the hyperlink offsets the absence of Fitward B.V.; and (d) the link is in the context of general resource information.

These organizations may link to our home page as long as the link: (a) is not misleading in any way; (b) does not falsely imply sponsorship, have endorsement of the linking party and its products or services; and (c) is within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above, and are interested in linking to our website, you must notify us by sending an email to Fitward B.V.. Please include your name, the name of your organization, contact information as well as the URL of your site, a list of all URLs from which you would like to link to our website and a list of the URLs on our site that you would like to link to. Link. Wait 2-3 weeks for a response.

Approved organizations can hyperlink to our website as follows:

- By using our company name; or
- Using the uniform resource locator being linked to; or
- Using any other description of our website being linked to, it must be logical within the context and format of the content on the linking party's site.

The use of the Fitward B.V. logo or other artwork is not permitted for linking without a trademark license agreement.

**Liability for Content:**

We cannot be held responsible for any content that appears on your website. You agree to protect and defend us against any claims made on your website. No link(s) may appear on any website that could be construed as defamatory, obscene or criminal, or that infringes, otherwise violates or advocates the infringement or other violation of any third party rights.

**Reservation of Rights:**

We reserve the right to request that you remove all links or any particular link to our website. You agree to immediately remove all links to our website upon request. We also reserve the right to change these terms and conditions and linking policy at any time. By linking continuously to our website, you agree to be bound by, and to abide by, these linking terms and conditions.

**Removal of links from our website:**

If you find a link on our website that is objectionable for any reason, you may contact us at any time and notify us. We will consider requests to remove links, but we are under no obligation to respond directly to you.

We do not ensure that the information on this website is accurate. We do not guarantee completeness or accuracy, nor do we promise to ensure that the website remains available or that the material on the website is kept up-to-date.

**Disclaimer:**

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website. Nothing in this disclaimer shall:

- limit or exclude our or your liability for death or personal injury;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;

- limit any of our or your liabilities in a way that is not permitted under applicable law;  
or
- exclude any of our or your liabilities that may not be excluded under applicable law.

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As long as the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any kind.