

Terms of use Force8 Coach

Force8.coach

Note: This is an automated translation of our original Terms of Use in German. In any case of translation uncertainty, the German version apply.

1. Scope of the Terms of Use

These Terms of Use apply to the Force8 Coach platform (hereinafter the Platform) operated by Force8 Ltd, Seefeldstrasse 233, CH-8008 Zurich (the **Operator**).

Force8 Coach is an athlete and team management system that enables clubs, associations, institutions, organizations or individuals to digitize training programs (with corresponding stored and self-loaded exercises), to record and clearly display all relevant data such as statistics, evaluations, tests and surveys. Training and competition planning is also possible. The platform can also process athletes' medical data, such as allergies, medical certificates and operations.

You can access and print the currently valid terms of use at <https://force8.coach/terms-of-use>

2. Use of the platform

The use of the platform requires that they accept these terms of use when they log in as a user for the first time. The user account consists in particular of user name (email address) and password (log-in data). The user is obliged to keep his log-in data secret at all times and not to disclose it to third parties. The sharing or joint use of log-in data with other users is prohibited.

The user warrants that the data used to create his user account is accurate and complete. The use of pseudonyms is not permitted.

In any communication of the user with other users, any contractual relationships arise exclusively between the users involved. The operator is neither a representative nor does he become a contractual partner himself.

The operator is entitled to block access to individual content or user accounts at any time, e.g. if there is suspicion that they violate applicable law or the rights of third parties. Furthermore, the operator is at liberty to restrict access to the

platform in whole or in part, temporarily or permanently, due to maintenance work, capacity concerns and due to other events beyond its control. The User has no claim to the maintenance of individual functionalities or the platform as a whole.

3. Obligation of the user to cooperate

The user undertakes to observe applicable law (e.g. criminal, competition and youth protection law) when creating and using his own content and not to infringe any third-party rights (e.g. name, trademark, copyright and data protection rights). Content protected by copyright may only be included without the consent of the respective rights holder within the scope of the applicable quotation law.

In particular, it is not permitted to distribute content that depicts, concerns or includes the following:

- Racism
- Glorification of violence and extremism of any kind
- incitement and instigation to commit criminal acts and violations of the law, threats against life, limb or property
- Hounding against persons or companies
- statements that violate personal rights, slander, defamation and defamation of users and third parties, as well as violations of the law of fair trading
- copyright infringing content or other infringements of intellectual property rights
- sexual harassment of users and third parties
- Pornography
- offensive, sexist, obscene, vulgar, vile or disgusting materials and expressions

The User may not, without the express permission of the Operator, advertise on the Portal for himself/herself or for third parties. This means in particular that the User may not use messages with advertising content without the consent of the Operator and the recipient (in particular, no spam messages).

4. Rights of use

The User grants the Operator a spatially and temporally unlimited, irrevocable, non-exclusive, royalty-free right, transferable to third parties, to exploit the content posted on the platform. Personal data is excluded from the exploitation. Should content containing personal data be exploited, such content would be anonymized. The operator is entitled to use, edit and exploit the content at any time. This includes in particular the right of reproduction, the right of distribution and the right of public reproduction, in particular the right of public access. The user waives the right to name the author. This provision does not affect the user's option to grant third parties rights to posted content according to certain licensing models.

5. Disclaimer

The liability of Force8 AG for all direct and indirect damages, direct and indirect damages and consequential damages (including lost profits) arising out of or in connection with the operation of the Platform is excluded. In particular, the liability of Force8 AG for damages is excluded:

- as a result of disruptions in the communications networks, such as transmission errors, technical defects in the network infrastructure, disruptions in the Internet, unlawful interference with the communications networks or overloading of the communications networks;
- as a result of malfunctions or interruptions in the user's terminal device (computer or smartphone);
- as a result of malfunctions or interruptions of the platform or the unavailability of the platform;
- as a result of computer viruses or other malicious software; and
- as a result of force majeure events or events beyond the control of Force8 AG or improper use of the platform.

The disclaimer of this clause:

- also includes acts and omissions of employees, agents and other auxiliary persons of Force8 Ltd (auxiliary person liability, Art. 101 CO, and principal liability, Art. 55 CO); and
- applies to all potential claims of the User against Force8 AG, regardless of their legal basis; and

- applies only to the extent that it is legally permissible to exclude liability.

6. Applicable law and place of jurisdiction

Swiss law applies to all disputes arising from or in connection with the platform and its use.

The exclusive place of jurisdiction is Zurich, Canton of Zurich, Switzerland.