

END USER LICENSE AGREEMENT FOR SOFTWARE BY MYONTEC LTD (OWNER). PLEASE READ THIS DOCUMENT CAREFULLY BEFORE USING THIS SOFTWARE. THIS LICENSE PROVIDES IMPORTANT INFORMATION CONCERNING THE SOFTWARE, PROVIDES YOU WITH A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY AND LIABILITY INFORMATION. BY USING THE SOFTWARE, YOU ARE ACCEPTING THE SOFTWARE "AS IS" AND AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT. OWNER RESERVES ALL RIGHTS TO IMPROVE, CHANGE AND MODIFY THIS AGREEMENT WITHOUT PRIOR NOTICE. IN NO EVENT WILL THE AUTHORS BE HELD LIABLE FOR ANY DAMAGES ARISING FROM THE USE OF THIS SOFTWARE. IF YOU DO NOT WISH TO DO SO, DO NOT USE THE SOFTWARE.

1. Restrictions on Use

You shall not decompile, reverse engineer, disassemble, include in other software, or translate the Software, or use the Software for any commercial purposes. You shall not modify, alter, change or otherwise make any modification to the Software or create derivative works based upon the Software. You shall not rent, lease, resell, sub-license, assign, distribute or otherwise transfer the Software or this license. Myontec shall not be liable for any third party claims and all liabilities resulting from your breach of terms, your infringement of intellectual property or your misuse of Software.

2. Ownership

This license provides you with limited rights to use the Software. The Owner retains all ownership, right, title and interest in, to and of the Software, and data it handles, and all copies of it. All rights not specifically granted in this license, including domestic and international copyrights, are reserved by the Owner.

3. License

Users of the Software are granted a non-exclusive, non-transferable, revocable license to use the Software according to terms of use. No further intellectual property rights are granted to the user.

Users of the Software submit data to Myontec or other parties related to the use of Software. By submitting material to Myontec and/or using the Software you grant Myontec a worldwide, non-exclusive, assignable, royalty-free, perpetual and irrevocable license to use, copy, publicly perform, display, distribute and modify data, and to prepare derivative works thereof, or incorporate the data into other works as well as sublicense the data.

In relation to data and/or innovations created or generated thereto, Myontec may take such steps as it may decide from time to time, at its expense and sole discretion, to register and maintain any protection for such intellectual property rights, including

filing and prosecuting patent applications for any innovation, and taking any action in respect of any alleged or actual infringement of the intellectual property rights.

4. Proprietary Markings

The Owner's logos, product names, manuals, documentation, and other support materials are either patented, copyrighted, trademarked, constitute valuable trade secrets (whether or not any portion of them may be copyrighted or patented) or are otherwise proprietary to the Owner. You shall not remove or obscure the Owner's copyright, trade mark or other proprietary notices from any of the materials contained in this package or downloaded together with the Software.

5. Privacy statement

The Software in itself, collects personal information such as:

- User name (as given by the User)
- Citizenship of the User or the country where the product in use
(as given by the User)
- email-address
- Birthdate (as given by the User)
- Gender (as given by the User)
- Height (as given by the User)
- Weight (as given by the User)
- Maximum heart rate and heart rate threshold values
(as given or confirmed by the User)
- Activity class ("Recreational" or "Athlete" as given by the User)
- Muscular Fatigue Threshold (as confirmed by the User)

Collected information is used and intended only to provide the User with more individual feedback from User's physiological status during and after your exercises. The Software does not collect any other personal information. Any information and training data inquired by the Software is stored locally to User's mobile device and to Myontec's internal database.

Owner reserves the right to transfer data to its own or other third party server anonymously.

6. Disclaimer of Warranties and Technical Support

The Software is free to use and on an "AS IS" basis, without any technical support or warranty of any kind including, without limitation, any warranty or condition of merchantability, fitness for a particular purpose and non-infringement. Owner takes no responsibility in any issues concerning the Software and reserves all rights to improve, change and modify the Software without prior notice.