

## **ONLINE STORE TERMS AND CONDITIONS**

These are the terms and conditions of sale of **store.bodyinteract.com** (hereinafter referred as "Store"), an online store owned by Take The Wind, S.A. ((hereinafter referred as "TTW"), a company under Portuguese law, with the single tax and registration number PT 508 444 675 and head office at Take The Wind Building, Lote V.2.2 Quinta da Portela, 3030-481, Coimbra, Portugal, coordinates 40.187597, - 8.409223.

The Store is our online space that allows you to explore, view, purchase, classify and comment on our digital content, as well as access to our BODY INTERACT™ platform which are subject to these Online Store Terms and Conditions. BODY INTERACT™ is a registered trademark owned by Take The Wind, S.A.

The Store allows you to access applications, software, tools, information about the software and other services, some of the services may be offered by entities other than TTW.

By using the Store and the digital contents therein, the Customer accepts and agrees to the present Online Store Terms and Conditions, the Privacy Policy and the Software Licensing Conditions of TTW that should be read carefully.

Please read our [Privacy and Data Protection Policy](#) , [Software License Agreement](#) and [Privacy Policy](#).

The Customer declares that he agrees that these Terms and Conditions and the information contained therein are provided digitally, and should store them on his disk, pen-drive, or paper.

If you do not agree with our Terms and Conditions, our Privacy Policy or our Software Licensing Conditions you may not use our Store.

Take The Wind may change its Terms and Conditions, Privacy Policy or Software Licensing Conditions without any prior notice.

## **Account**

1. If an account is required to be opened, the Client must complete the registration process and provide the updated, complete and accurate information required by the applicable registration form.
2. The Client may be required to accept a separate contract or terms of use as a condition for opening an account.
3. The Client is responsible for maintaining the confidentiality of the account information and password, as well as for all activity that occurs on the account.

## **Illegal, Prohibited or Illegal Use**

4. The Client declares and guarantees that he/she will not use the Store for any purpose that is illegal or prohibited by these Terms and Conditions.
5. The Client may not use the Store in any way that could damage, disable, overload or compromise any Take The Wind server or the networks connected to it, nor interfere with the use of the Store by third parties.
6. The Client may not attempt to gain unauthorized access to the Store, other accounts, computer systems, servers or networks connected to it, including through illicit access, password extraction or any other means.

7. The Client may not obtain or attempt to obtain any materials or information through any means that have not been made available through the Store.
8. The Client may not use the Store in a way that infringes the rights of third parties or TTW.
9. The Client may not distribute, publish, license or sell any digital content obtained from the Store.

### **Data Provided to Take The Wind or Published in the Store**

10. TTW does not claim ownership of the data and elements provided by the Customer through the Store, namely comments, evaluations and suggestions, nor of the data and elements through the Store publishes, loads, introduces or submits, having no responsibility for them, nor any obligation to proceed to their publication or use.
11. The Client grants TTW the right to use, delete, modify, adapt, reproduce, distribute and present, including the Client's name, any data and elements provided or submitted, and the Client has no right to receive any compensation for such fact.
12. The Client declares and guarantees that he has and will have all the necessary rights to make any data and elements submission that he may provide, as well as to grant TTW its use.
13. The Client may be contacted by TTW regarding any data and elements that you provide or submit through the Store.

### **Hyperlinks to Third Party Websites**

14. The Store may include hyperlinks to third party websites that make you leave the Store and that are not controlled by TTW, taking no responsibility for their contents, nor for their conditions of use.

## Availability

15. The availability of digital contents offered in the Store may vary depending on the region or device of the Client, and there may be legal limitations regarding their supply.

16. In order to complete your purchase, you may be required to have a valid billing address in accordance with Portuguese law.

17. The use of digital content purchased through the Store may be subject to specific customs laws and regulations in the Customer's country of residence, expressly stating that the Customer agrees to comply with all applicable national and international laws and regulations.

## Payments

18. By providing a payment method to TTW, the Client: (i) declares that he/she is authorized to use the payment method provided and that all payment information provided is true and accurate; (ii) authorizes TTW to charge you for any digital content made available through the respective payment method; and (iii) authorizes TTW to charge you for any paid functionality of the Store that you have chosen to subscribe to or use.

19. You agree to keep your Account information updated, including, among others, your e-mail address, credit or debit card numbers and respective expiration dates, so TTW can complete your transactions and contact you if necessary.

20. TTW may invoice the Client (a) immediately after the purchase, or (b) periodically in the case of subscriptions, considering the purchase made and the contract signed at the time of check out after all steps of the purchase order/order have been finalized.

21. TTW will notify the Client in advance of any change in the amount to be charged for periodic subscriptions.
22. TTW may charge the Client any amounts that, for any reason, have not been charged on time.
23. In case the Client is participating in a valuation period offer, he should cancel the service until the end of the valuation period to avoid incurring further charges, being TTW authorized to proceed with the collection through the indicated payment method, in case this does not happen.

### **Periodic Payments**

24. When acquiring the use of digital contents through a renewable subscription, the Client acknowledges and agrees that he is authorizing periodic payments to be made to TTW through the method and with the periodicity chosen by him, until the cancellation of that subscription.
25. By authorizing periodic payments, the Client is authorizing TTW to process such payments by electronic debits, funds transfers or by any other technical and legally admissible form.
26. Typically, subscription fees are billed or charged before the applicable subscription period.
27. If any payment is returned, rejected or declined, TTW or its service providers reserve the right to charge a fee for each payment returned, rejected or declined.

### **Availability and Limits**

28. Prices and availability of digital content may be changed at any time without notice.
29. At all times TTW may impose limits on the quantities that can be purchased by order, account, credit or debit card, person, entity or household.

30. TTW may refuse or reject any order at any time, refunding the Client for any costs they have incurred.

31. In case of error in the indicated prices, TTW reserves the right to: (a) cancel the Client's order or purchase, or (b) contact the Client to offer alternative options.

## **Updates**

32. TTW, without any prior notice, may make updates to the digital contents made available, whether or not they are for renewable subscription, requiring or not the Client's permission.

## **Licenses and Rights of Use.**

33. Licenses and Rights of Use. The digital contents made available through the Store, are not sold to the Customer, but licensed for use.

## **Platform and Software Access Credentials**

34. The contents and software are provided to the Client through the provision of a login credentials (email and password) to the Account associated with the purchase. These credentials are usually stored for 5 years after the date of purchase, although it does not assume the obligation to maintain such storage for any specific period. Passwords will always be kept as encrypted.

35. Customer agrees and accepts that TTW may cancel or modify the access credentials storage program at any time, as well as stop supporting its key storage for one or more of the digital contents made available, at any time and for any reason.

## Prices

36. The prices presented in the Store include all taxes due in Portugal for the Client's purchase and will be presented in the page of finalization of the purchase before finalizing the order.

37. Any taxes or fees and charges of a customs nature, payable by the Country of residence of the Client will be his responsibility.

38. Depending on the location of the Client's residence, some transactions may require the conversion of foreign currency or processing in another country, and the Client's bank may charge additional charges for its services, so the Client should contact the respective bank for details.

## Renewable Subscriptions

39. If the Client has subscribed to an automatic renewal digital content after renewal, the Client will be charged the price for the new period, according to the payment method chosen, and a communication confirming the renewal of the subscription will be sent to the Client, unless the Client has chosen to cancel it.

40. TTW will provide the Client with instructions on how to cancel the subscribed Products or Services.

41. The Client must cancel before the renewal date to avoid the payment due for the renewal of the subscription.

## Right of Free Resolution

42. The Client enjoys the Right of Withdrawal of the contract, during the period of 14 days following its conclusion, by means of communication for this purpose to be sent by mail to the address [info@bodyinteract.com](mailto:info@bodyinteract.com) within the said period.

43. In order to exercise his right of free termination of the contract, the Customer may also use the termination form obtained through the link:

[https://bodyinteract.com/form\\_right\\_free\\_resolution.pdf](https://bodyinteract.com/form_right_free_resolution.pdf), however, the use of such form is not mandatory.

44. In case the Client exercises his right of free rescission under the terms of the previous number, TTW, will refund the amount paid by the Client, normally through the payment method used by him, being immediately cancelled the access to the available digital contents.

45. Access to the digital contents made available at the Store will only occur after the expiration of the aforementioned period, **unless the Client gives his prior and express consent for such availability to occur earlier, recognizing the Client that such consent implies the loss of his right to free termination of the contract**, consent which will be confirmed by TTW through a communication to be sent to the Client.

## **Changes to the Online Store Terms and Conditions**

46. TTW may change the Online Store Terms and Conditions at any time and without notice to the Client.

47. The Online Store Terms and Conditions in force at the time the Client places an order regulate the acquisition transaction by the Client and have contractual value between the parties, so the Client should read them whenever he uses the Store.

48. In the case of renewable subscriptions automatically, before their renewal, the Customer must review the Online Store Terms and Conditions, because they may have been changed.

## **Capacity of the Customer**

49. The Customer acknowledges that he has the legal age to access the Store, the necessary capacity to acquire access to the digital content available in it and proceed to the respective payment.



## **Errors in the Presentation of the Store**

50. TTW makes constant efforts to update the digital contents made available and to correct errors when detected, recognizing, however, that any content may be incorrect or outdated at any given time, so TTW reserves the right to make changes to the Store at any time, including in prices, specifications, offers and availability.

## **Cessation of Use or Access**

51. TTW may cancel the Client's Account, its access to the Store or its contents whenever the present Online Store Terms and Conditions are violated or for any other legally acceptable reason, without notification to the Client.

## **After-Sales Assistance**

52. For any question related to the contents made available by TTW, the Client has at his disposal the services of Take The Wind, from 09:00 a.m. to 5:00 p.m. WET (Western European Time), during all working days through the address [support@bodyinteract.com](mailto:support@bodyinteract.com).

53. TTW does not guarantee the accuracy or timeliness of all digital content made available by the Store, recognizing the Client that the computer and telecommunications systems are not exempt from failure, so that access to the Store and the content made available by it may not be uninterrupted, timely, secure or free of errors, and data loss may occur.

## **Limitation of Responsibility**

54. TTW will not be responsible for any lost profits or emerging damages, including indirect damages or financial losses, except in cases where it has acted with malice

55. TTW is not responsible for the submissions, content, material or activities of the Client provided by users, nor for services, applications or digital content that may exist or be used in the Store by Third Parties.

56. TTW is not responsible for any failure to perform or for delays in performing its obligations if this is due to unforeseeable circumstances or by reason of force majeure, such as labour disputes, war or terrorist activities, natural phenomena, disasters, pandemics or acts of public authorities.

### **Assignment of Rights and Obligations**

57. TTW may assign or transmit, in any capacity and at any time, all or part of the Rights and Obligations arising from these Online Store Terms and Conditions without the need for any notification to the Client.

58. You may not assign or transfer any Rights and Obligations under these Online Store Terms and Conditions.

### **Limitation of Liability**

59. TTW will not be liable for any damages arising or loss of profits of the Client arising from the use of the contents made available, except if its legal representatives have acted wilfully, and TTW's liability may not exceed, in any case, the amount of the price paid by the Client.

### **Choice of Applicable Law and Place for Dispute Resolution**

60. Without prejudice to the mandatory legal rules applicable where the Client has his habitual residence, the Client and TTW agree to choose the courts and the right of TTW's headquarters.

61. If the Client resides in Europe, he can submit any issue to the EU Online Dispute Resolution platform on:

## Notifications

62. All notifications and communications addressed to TTW shall be made by the Client to the addresses and electronic addresses contained in these Online Store Terms and Conditions.

## Security Notice

63. To avoid possible physical damage, discomfort or eye stress, the Client shall take periodic breaks when using the digital content provided.

64. Discomfort may include nausea, motion sickness, dizziness, disorientation, headaches, fatigue, eye stress or dry eyes, and if you have any of these symptoms, you should take a break immediately.

65. Some people may experience seizures or convulsions when exposed to certain images, such as flashing lights or patterns that may be displayed in the digital content provided, which may include dizziness, altered vision, muscle contraction, shaking or trembling of the limbs, disorientation, confusion, or loss of consciousness.

66. Stop using the digital content provided immediately and consult your doctor if you experience any of these symptoms.

*Updated on October 20, 2020. Subject to change without previous notice.*