

BAL.ON TERMS OF USE

Welcome to the BAL.ON (“Mobile App”). The Mobile App and associated services are provided by ContiTech USA, Inc., a subsidiary of Continental AG (“Continental”, “Us”, or “We”). As used in this Agreement, the term “Service” includes the Mobile App.

These Terms of Use (“Terms”) govern Your use of the Service. Please review these terms carefully. You may be referred to as “You” or “Subscriber” in these Terms. By downloading, accessing, or using the Mobile App, You (the Subscriber that downloads and/or accesses the Mobile App) agree to these Terms. If You do not agree to these Terms, in whole or in part, discontinue use of the Service and remove the Mobile App from all mobile devices. Continental reserves the right to periodically modify these Terms, so we encourage You to check them from time to time. Your continued use of the Mobile App and Service signifies Your acceptance of the Terms as modified.

DO NOT ATTEMPT TO USE A MOBILE DEVICE WHILE OPERATING A VEHICLE OR HEAVY EQUIPMENT.

ABOUT THE MOBILE APP

The Mobile App, together with the BAL.ON Kit, allows You to measure and improve your balance and skills in the practice of golf. The BAL.ON Kit refers to a set offered by Continental consisting of a pair of pressure-sensitive insoles with Bluetooth connectivity that enables swing analyses via the Mobile App.

Connection with Bluetooth-enabled third-party products is not included in the scope of Services. Third-party products are not supported, and compatibility is not guaranteed. The Mobile App is exclusively for connecting with the BAL.ON Kit. Further technical usage requirements for the Mobile App can be found in the App Store.

The information provided through the app is non-binding and is provided for general informational and entertainment purposes only.

In order to use the functions of the app, You must purchase the associated BAL.ON Kit, which is available via the website <https://www.bal-on.golf/>.

YOU ARE RESPONSIBLE FOR ANY DATA COSTS THAT MAY BE CHARGED BY YOUR WIRELESS DATA PROVIDER TO ACCESS AND USE THE SERVICE FROM YOUR MOBILE DEVICE.

USE, LIMITATIONS OF THE SCOPE OF SERVICES

Use of the Mobile App and the Services is free of charge to the extent necessary for the use of the BAL.ON Kit. We reserve the right to introduce additional chargeable services in the future and will inform You about this circumstance in the event it occurs.

We shall not be obliged to provide the following Services:

- Support related to the App, the Services, or services provided by third parties.

- Making the Mobile App compatible with your end device (hardware, operating system, various versions, drivers and / or control elements) or third-party products, unless we are obliged to do so within the scope of liability for material defects or defects of title for the App, the Services or the BAL.ON Kit.

We will, in our reasonable discretion, make the Mobile App available in the App Store for such reasonable period of time that may be reasonably expect based on the nature and purpose of the BAL.ON Kit and taking into account the circumstances and nature of this Agreement. We may, in our reasonable discretion, terminate the provision of the Mobile App in the App Store at any time after the expiration of this period.

The respective App Store provider does not provide any support with regard to the Mobile App. All inquiries regarding the App, its possession and / or its use must therefore be directed to Continental and not to the App Store provider.

SUBSCRIPTIONS

Certain premium features of the Service are billed on a subscription basis (“Subscription(s)”). You will be billed in advance on a recurring and periodic basis (“Billing Cycle”). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan You select when purchasing a Subscription.

At the end of each Billing Cycle, Your Subscription will automatically renew under the exact same conditions unless You cancel it or Continental cancels it. You may cancel your Subscription renewal either through the Mobile App or by contacting the BAL.ON customer support team.

If You cancel a Subscription prior to the end of your billing cycle, Your Subscription will remain active until the end of the current cycle.

RIGHTS GRANTED BY CONTINENTAL

Subject to Your compliance with these Terms, Continental grants You a personal, limited, non-transferable, non-exclusive, revocable license to download, install, and use the Mobile App as authorized by these Terms.

REGISTRATION AND YOUR WARRANTIES

To fully use the Mobile App, You need to register for a BAL.ON user account. Registration is only available to persons over 18 years old and have not been previously excluded from use by us. People who are under 18 require the consent of their parents or a legal guardian to use the Mobile App and the services. If You as a parent or guardian allow your child to use the Mobile App and the Services, these Terms apply to You; to that extent, You assume responsibility for his or her use.

For successful registration You need to provide the following details:

- E-Mail Address
- BAL.ON user account password

You will receive an email with a code to verify your BAL.ON user account to the email address You provided during registration. To complete the registration, You must enter the code in the Mobile App on the registration page. Upon successful registration, We will create your user account. You can then log in to your user account in the Mobile App using your email address and password.

By using the Mobile App, You represent and warrant that: (a) all information that You submit is truthful and accurate; (b) You are authorized to use the Mobile App, (c) You will access and use the Mobile App for personal use only; (d) You will not transfer your user account or allow anyone else to use Your account; and (e) You will only use the Mobile App and Service as permitted by these Terms.

You must keep your password secret from third parties. If third parties have obtained knowledge of this data or if You have a corresponding suspicion, You are obliged to change the password immediately and to notify us by email at contact@bal-on.golf. We are entitled to block access to the user account if there is reasonable suspicion of misuse of the data access by third parties.

Continental cannot and will not be liable for any loss or damage arising from Your use of the Service, including any arising from Your failure to comply with the above requirements.

USER CONTENT

Our Service allows You to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("User Content"). You are responsible for the User Content that you post to the Service, including its legality, reliability, and appropriateness.

By posting or uploading User Content to the Service, You grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such User Content on and through the Service. You retain any and all of your rights to any User Content You submit, post or display on or through the Service and You are responsible for protecting those rights.

You represent and warrant that: (i) the User Content is Yours or You have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your User Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

UPDATES

Continental may from time to time in its sole discretion develop and provide Mobile App updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. Where necessary, We will provide installation instructions. Please note that delays or failure to update may result in the inability to connect the BAL.ON Kit or may pose security risks. You acknowledge that Continental has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You shall promptly download and install all Updates, and You acknowledge and agree that the Mobile App or portions thereof may not function properly should you fail to promptly install Updates. All Updates are made part of the Mobile App, and are subject to these Terms.

A NOTE ON ACCURACY AND AVAILABILITY

Please keep in mind that data provided through the Service may not be accurate, complete or error free. Continental does not guarantee the Service will be available for Your use. Continental may interrupt or discontinue the Service without any notice to You. You agree that Continental will not be liable to You and You release Continental from any claims arising from any interruption, discontinuance, or termination of the Service for any reason.

We rely on your cooperation to fix malfunctions of the Mobile App and its Services, including Updates. Please notify us of any errors You may have encountered by emailing us at contact@bal-on.golf.

TERM AND TERMINATION

These Terms and the rights granted hereunder are effective until terminated by You or Continental. Continental may terminate these Terms or the rights granted to You at any time and for any reason. Your rights under these Terms will terminate automatically without notice from the Continental if You fail to comply with any obligation under these Terms. Upon termination of these Terms or Your rights granted hereunder, You shall cease all use of the Mobile App, and disable and destroy all copies, full or partial, of the Mobile App, and if requested by Continental, certify that such deletion occurred. You understand that if You do not remove the Mobile App from Your mobile device that data may continue to be collected by Your mobile device and Continental is under no obligation to keep, maintain, transmit, safeguard, store, or notify You of any collection done by Your mobile device after the termination of these Terms.

ACCEPTABLE USE

You may use the Mobile App only in strict compliance with these Terms. Without limiting the foregoing, You may not (1) copy the Mobile App and its associated software, except as expressly permitted by these Terms; (2) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Mobile App; (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Mobile App or any part thereof; (4) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Mobile App, including any copy thereof; (5) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Mobile App, or any features or functionality of the Mobile App, to any third party for any reason, including by making the Mobile App available on a network where it is capable of being accessed by more than one device at any time; or (6) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Mobile App.

You represent that Your use of this Mobile App is for lawful purposes only, and Your use of the Service, must comply with all applicable federal, state, and local law, rules and regulations. You agree that You will not use this Mobile App for any fraudulent or unlawful purpose, including committing a criminal offense. You further agree that You will not grant any unauthorized third party access to the Service and Content.

You are prohibited from transmitting, providing or introducing any information, material, or other content into the Service that: (1) infringes any third party intellectual property, publicity or privacy rights; (2) violates any applicable law, rule, or regulation; (3) is defamatory, obscene, profane, false, threatening, pornographic, inappropriate, fraudulent, deceptive, or unprofessional; (4) creates a nuisance for our service providers, business, or other customers of the Service; (5) contains any viruses, Trojan horses, worms, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, secretly intercept, or expropriate any system, or any data or personal information from or through any software or hardware associated with the Service or any vehicle; (6) attempts to gain unauthorized access to any of our other user account; (7) attempts to gain unauthorized access to our network; (8) violates these Terms; or (9) is otherwise fraudulent, tortious or criminal. We reserve the right to take any actions we deem necessary or appropriate to minimize any liability to us arising from Your content, Your transmissions, and/or Your use of Service, as well as to preserve our relationships with our service providers. We will cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any such information or content or as otherwise stated in any additional applicable terms.

DISCLAIMER

THE SERVICE IS PROVIDED "AS IS" WITH NO WARRANTY OF ANY KIND. YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF THE SERVICE, AND CONTINENTAL EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS OR SUFFICIENCY THE SERVICE, THE DATA UPON WHICH IT RELIES, OR THE CONTENT. CONTINENTAL MAKES NO WARRANTY THAT THE SERVICE WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR OTHERWISE MEET YOUR EXPECONTINENTALIONS. CONTINENTAL ALSO EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. YOU ASSUME ALL RISK ASSOCIATED WITH THE USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION THAT THE SERVICE MAY PROVIDE INCORRECT INFORMATION OR THAT ANY MATERIAL DOWNLOADED FROM THE SERVICE MAY CAUSE LOSS OF DATA OR DAMAGE TO YOUR COMPUTER SYSTEM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

CONFIDENTIALITY

You shall not provide third parties with access to any software and non-public information regarding the Service, and any other confidential information that Continental provides, without Continental's prior written consent. Nothing in this section shall prevent You from sharing information with Your own employees, subject to adequate confidentiality agreements.

INDEMNIFICATION

You agree to defend, indemnify and hold Continental (including its employees, officers, directors and shareholders) harmless from and against any claim, cause of action, demand, cost, expense (including attorneys' fees), loss suit, proceeding, damage and liability of any kind (collectively, "Claims") arising out of or in connection with Your use of or inability to use the Service.

INTELLECTUAL PROPERTY

The trademarks, buttons icons, images, pictures, graphics, content used by Continental in connection with the Mobile App (collectively, “Content”), as well as the Mobile App, Service and related software and inventions are protected by United States trademark and copyright and other laws. Subject to these Terms, Continental grants You a non-transferable, non-exclusive, license to download, install and use the Mobile App. Nothing contained herein, or any other document or agreement related to the Service, shall, by express grant, implication, estoppel or otherwise, create or grant You any right, title, interest, or license in the Service, Mobile App, or Content, or to the inventions, patents, data, computer software, or software documentation associated with any of them. All trademarks, service marks and trade names referenced by or incorporated in the Mobile App, Service, and/or Content are owned by or licensed to Continental and You obtain no rights therein by virtue of Your use of the Service, the Mobile App or Content. You covenant and agree not to assert any rights in the Mobile App, Service, Content or in any trademarks used by Continental in connection with any of them.

RESERVATION OF RIGHTS

You do not acquire any rights, title, or ownership interest in the Mobile App, Service, or Content except for the limited rights granted by (and subject to) these Terms. Continental reserves and shall retain all rights, title, and interests in and to the Mobile App, Service, and Content, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to You in these Terms.

LIMITATION OF REMEDIES AND DAMAGES

IN NO EVENT SHALL CONTINENTAL BE LIABLE TO YOU OR TO ANY THIRD PARTY, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), EVEN IF CONTINENTAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (a) THE AVAILABILITY, ACCURACY OR PERFORMANCE OR NON-PERFORMANCE OF THE SERVICE, OR (b) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT. CONTINENTAL’S AGGREGATE LIABILITY RELATED TO PROVIDING THE SERVICE SHALL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE FEES PAID BY SUBSCRIBER DIRECTLY TO CONTINENTAL FOR THE SERVICE IN THE PRIOR THIRTY (30) DAYS, IF ANY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER CONTINENTAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE SERVICE SHOULD NOT BE USED OR RELIED ON AS AN EMERGENCY LOCATOR SYSTEM, USED WHILE DRIVING OR OPERATING VEHICLES, OR USED IN CONNECTION WITH ANY HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, OR ANY OTHER APPLICATION IN WHICH THE FAILURE OR INACCURACY OF THE SERVICE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE. THE SERVICE IS NOT SUITED OR INTENDED FOR FAMILY FINDING

PURPOSES, FLEET TRACKING, OR ANY OTHER TYPE OF BUSINESS OR ENTERPRISE USE PRODUCTS THAT MAY BE USED SPECIFICALLY FOR THESE PURPOSES.

NOTICE

Any notice required or permitted under these Terms shall be in writing. If to Continental, notice will be delivered in person or by means evidenced by a written confirmation **ContiTech USA, Inc., 703 South Cleveland-Massillon Road 44333 Fairlawn, OH, Attn: Legal Dept.** and will be effective only upon receipt. Notice to You may be delivered to the e-mail address that You provide with Your user account information, or by such other electronic means that may be implemented through Your use of the Mobile App (e.g., push notifications or messages made available in the Mobile App). You are responsible for providing us with Your most current e-mail address. In the event that the last e-mail address that You have provided us is not valid, or for any reason is not capable of delivering to You the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice.

CONSENT TO USE OF DATA

You agree that Continental may collect and use technical data and related information, including but not limited to technical information about Your device, system and application software, and peripherals, that are gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Service.

You understand that Continental and Other Parties may be required by law to disclose information regarding Your use of the Service and if required by law, Continental and Other Parties will comply with such requests.

COMPLIANCE

Continental will determine Your compliance with the Terms and the Privacy Policy in its sole discretion and its decision shall be final and binding. Any violation of the Terms or the Privacy Policy may result in restrictions on Your access to all or part of the Service and may be referred to law enforcement authorities. Continental reserves the right to modify or discontinue the Mobile App and/or Service, or any portion thereof without notice to You or any third party. Continental, in its sole discretion, reserves the right to disqualify and terminate access or use of any individual found to be (a) tampering with the operation of the Mobile App or Service or (b) acting in violation of the Terms or the Privacy Policy.

BINDING AGREEMENT

These Terms and the Privacy Policy constitute a written agreement between You and Continental. A printed version of the Terms or the Privacy Policy, and of any electronic notice pertaining to the Terms or the Privacy Policy, shall be admissible in a judicial or administrative proceeding to the same extent, and subject to the same restrictions, as any other contract, document or record originally in printed form.

LIMITATION OF CLAIMS

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

PRIVACY

In order to use the Mobile App and Service, You may be required to provide Continental with certain information, which may include personal information such as name and email address. Continental collects and uses this information in order to provide the Service and in accordance with the Mobile App Privacy Policy, the current version of which is available [here](#).

ARBITRATION

You expressly acknowledge and agree that the sole and exclusive venue for resolving any controversy or claim arising out of or relating to these Terms, or otherwise relating to any rights in, access to or use of the Mobile App and Service shall be binding arbitration, under the then-current CPR Rules for Non-Administered Arbitration. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. In the event that this provision is held invalid or unenforceable, the remaining portions of this section shall remain in full force and effect. YOU AGREE NOT TO BRING OR PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR COLLECTIVE ARBITRATION.

RELEASE

You hereby release and forever discharge Continental (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, Your use of the Service, including any interactions with, or act or omission of, Additional Users. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

EXPORT REGULATION

The Mobile App may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Mobile App to, or make the Mobile App accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Mobile App available outside the US.

SPECIAL TERMS FOR APP STORES

The availability of the Mobile App is dependent on the third party platform from which You downloaded the Mobile App, e.g., the Amazon Appstore, Apple App Store, Google Play Store (any of which, the "App Store"). These Terms are exclusively between You and Continental, and not with the App Store provider. Continental and its licensors, as applicable, are solely responsible for the Service. You acknowledge and agree that each App Store (and its affiliates) is an intended third-party beneficiary of these Terms and may enforce these Terms. These Terms incorporate the end user license terms applicable to the App Store; however, in the event of a conflict, these Terms shall control.

MISCELLANEOUS

These Terms, including the Privacy Policy, and all materials incorporated by reference herein constitute the entire agreement between Continental and You with respect to the subject matter hereof, and supersedes all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between You and Continental with respect thereto. Continental's failure to exercise in any respect any right provided for herein will not be deemed a waiver of any provision of these Terms or of any subsequent breach of the same and no waiver of any provision of these Terms will be effective unless made in writing. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable. These Terms shall be interpreted under the laws of the State of North Carolina, and, in the event of any controversy or claim arising out of or relating to these Terms or the breach or interpretation thereof, You shall submit to the exclusive jurisdiction of and venue in the Superior Court of Mecklenburg, North Carolina, or the Federal District Court for the Western District of Michigan, and their respective appellate courts. Facsimile or scanned signatures will be deemed originals.

These Terms are Effective as of: September 1st, 2024