

GENERAL TERMS OF USE

of Smartscale NewCo AG, Luzernstrasse 84, 4950 Huttwil, Switzerland

Last update: 07/2025

I. SCOPE

The latest version of these Terms of Use applies for all contracts concluded between a consumer (hereinafter “Customer”) and ourselves for the use of our apps. Any other terms, or other contractual arrangements with our Customers, shall become an integral part of the contract only if we have recognized them as such in writing. You can download these Terms of Use here as a pdf.

II. GENERAL RULES FOR THE USE OF OUR OFFERS

1. The party to the contract when acquiring our apps from an app store is always Smartscale NewCo AG, Luzernstrasse 84, 4950 Huttwil. You can reach us at the aforementioned address and via the following contact information:

www.fit-ebike.com

info@fit-ebike.ch

Please note that when you acquire our apps, the general terms and conditions of your app store partner also apply. You will normally have already agreed to these when you registered for an app store.

2. Detailed information about the services and offers available in our app, including the necessary technical requirements for its use, can be found by clicking the “More” function in the preview of our offers. We reserve the right to modify or supplement the services provided by our free apps at any time.

III. PROVISION AND AVAILABILITY

1. We provide you with our apps via download. As a prerequisite, you must first register and create a user account and have an up-to-date device or compatible hardware. Our users are responsible for the respective technical requirements. Only one user account is possible per user.
2. We need you to register for your user account before you can start the app for the first time. This requires certain personal information, a password of your choice and a valid e-mail address.

3. All registration information provided by you must be complete and up-to-date and we reserve the right to block a user account should we become aware of conflicting information. Before completing the registration, you will be asked to agree to these Terms of Use. You may save and print these Terms of Use for this purpose.
4. Please keep your password safe at all times and change it if you suspect or fear misuse. Unauthorized persons may log into your user account if they know your password and read or change the information there. We have no influence on such unauthorized access and cannot assume any liability for it.
5. Events that are unforeseeable, unavoidable and beyond our control (so-called “force majeure”), such as war, riots, official measures, natural disasters, delays in transit, labor disputes, strikes, violent conflicts, pandemics or any other events beyond our control release us from our obligation to provide our services for the duration of these events.

IV. INTELLECTUAL PROPERTY RIGHTS

1. All graphics, text, images, videos and programs (apps) that you can receive or acquire from us, or that are published on our websites or in any other material, are protected by copyright and may not be published, decompiled, reproduced, distributed, made accessible to others or processed, used or published in any other way, in whole or in part. Reverse engineering, further transmission or licensing are not permitted. This is without prejudice to mandatory statutory provisions to the contrary.
2. Insofar as you obtain an app from us, we grant you a non-exclusive, non-transferable, non-sublicensable right to use the app for private purposes in the forms of use presented with our app for the term of the agreement concluded with you for this purpose. Any other use as well as any processing or modification, including the removal of copyright notices or references to our brands, logos, CI or company symbols or logos (hereinafter “FIT-IP”) is prohibited.

VI. WARRANTY, LIABILITY

1. We guarantee that our services are of the agreed quality. To this end, we provide information on any updates that are necessary to maintain contractual conformity. If a Customer fails to carry out an update despite having been informed by us, we shall not be liable if the defect is due to the failure to carry out the update.
2. In the case of our services, we decide how we will restore the proper contractual condition in the event of a defect.

3. In case of minor negligence, we and our vicarious agents shall only be liable for a breach of material contractual obligations (“material contractual obligations” are those whose fulfillment is a prerequisite for the proper execution of the contract and on whose fulfillment by us you may therefore habitually rely). In this case, our liability and that of our vicarious agents shall be limited to compensation of typical and foreseeable damage and expenses.

The above liability exclusions and limitations do not apply to liability arising from the assumption of a warranty, for fraudulent concealment of a defect, injury to life, limb or health as well as for liability under the Product Liability Act (ProdHaftG). We shall also be liable without limitation in the event of gross negligence and willful intent.

Otherwise, liability is excluded.

VII. Duration

1. Agreements on our free offers are generally concluded for an indefinite period of time. In the event that we suspect misuse of our services, we are entitled without prior notice to temporarily block a user account or to deactivate it entirely.

Customers are entitled to terminate use at any time and to uninstall their user account.

VIII. DATA PRIVACY

All information on data privacy and data security can be found in our privacy policy at <https://fit-ebike.com/rechtliches/privacy-policy-fit-e-bike-control-app/>

IX. FINAL PROVISIONS

1. **Applicable law and jurisdiction**

These Terms are governed by Swiss law, to the exclusion of international private law and any international treaties. The courts responsible for Smartscale NewCo AG shall have jurisdiction over all disputes arising from or in relation to these Terms; however, we reserve the right to file suit with the courts having jurisdiction over the user's place of residence.

2. **Amendments**

We reserve the right to amend or supplement these terms with future effect by giving you at least six weeks' notice. Failure to object to them within 30 days constitutes your agreement to the amendments. We would also like to draw your attention to this possibility of objection.