

The following terms and conditions apply to your general membership of the Multi SkillZ Platform and the Multi SkillZ App (hereinafter the “Membership Terms & Conditions”)

Please note that for every individual Multi SkillZ Program specific Terms of Use apply, to which you have to agree before the activation of your Subscription (subject to payment of a Subscription fee) for the specific Multi SkillZ Program.

These Membership Terms & Conditions, the [Privacy Policy](#) and the Terms of Use (in case of Subscription) form a legally binding agreement between you and C2C in relation to your use of the Multi SkillZ Platform and/or the Multi SkillZ App. It is important that you take time to read them carefully. By accepting the present Membership Terms & Conditions, you declare to have read, to understand and to have accepted these Membership Terms & Conditions and the applicability thereof to the User.

In addition to our legal terms and conditions, you may also find it helpful to visit the [Coach2Competence website page](#) for more information or you can contact us by e-mail at info@coach2competence.com or by phone at +32 485 74 73 18.

In case of any discrepancy between the English and other versions of these Membership Terms & Conditions, or any other content on the Multi SkillZ Platform or the Multi SkillZ App, the English version shall prevail.

1. Introduction

- 1.1. The Multi SkillZ Platform and Multi SkillZ App are owned and operated by C2C.
- 1.2. These Membership Terms & Conditions were last updated on June 18th 2019 and replace all previous versions of the Membership Terms & Conditions for the Multi SkillZ Platform and the Multi SkillZ App. C2C reserves the right to change these Membership Terms & Conditions at any time. Unless otherwise required by law, C2C will post the most recent version on the Multi SkillZ Platform and/or the Multi SkillZ App and inform any User of the changes by e-mail before they enter into force. If the User continues to use the Multi SkillZ Platform and/or the Multi SkillZ App, the User will be automatically bound by the updated Membership Terms & Conditions.

2. Privacy

- 2.1. Acceptance of these Membership Terms & Conditions amounts to the acceptance of the use and the processing of your personal data in accordance with the Privacy Policy. Please see our [Privacy Policy](#), which forms part of these Membership Terms & Conditions, for further details.

3. Registration & User account for Membership

- 3.1. Some pages on or sections of the Multi SkillZ Platform and/or the Multi SkillZ App are available to be viewed without Membership (and therefore without registration). However, to gain access to the Membership area of the Multi SkillZ Platform and/or to the Multi SkillZ App, C2C requires you to create a User account with a Coach2Competence ID and password.
- 3.2. If you wish to gain access to a specific Multi SkillZ Program, you will need a Subscription which entails accepting the Terms of Use of such program and pay the Subscription fee. Notwithstanding the specific Terms of Use for a Multi SkillZ Program, the Membership Terms & Condition apply as well. In case of conflict between the Membership Terms & Conditions and the Terms of Use, the Terms of Use shall prevail.
- 3.3. Your User account is not transferable and you may not allow your login and/or password to be used by another person. You are responsible for maintaining the confidentiality of your User account and password details and for restricting access to your computer to prevent unauthorised access to your User account. You may not transfer your User account to anyone else, without the prior written consent of C2C.
- 3.4. The User must take all necessary steps to ensure that its password is kept confidential and secure at all times. The User is held to inform C2C immediately if the User has any reason to believe that its password has become known to anyone

else, or if its Coach2Competence ID is being, or is likely to be, used in an unauthorised manner to access the Multi SkillZ Platform and/or the Multi SkillZ App.

3.5. C2C may suspend or fully withdraw the License as granted pursuant to article 4.2 of present Membership Terms & Conditions, and as such the access to the Multi SkillZ Platform and/or the Multi SkillZ App, in whole or in part, in the following circumstances, without being limited thereto:

- (i) if C2C believes that the use by the User of the Multi SkillZ Platform, the Multi SkillZ App and/or the Multi SkillZ Content represents a direct or indirect (security) threat to C2C or to third parties, to C2C's Intellectual Property Rights or to a third party's use of the Multi SkillZ Platform and/or the Multi SkillZ App;
- (ii) to the extent necessary to comply with legal requirements;
- (iii) if the User breaches any of the provisions of present Membership Terms & Conditions;
- (iv) if reasonably necessary to prevent unauthorised access to the User's data; and/or
- (v) if the User does not pay the relevant Subscription fee as set forth in article 6 of the Membership Terms & Conditions.

3.6. Any suspension pursuant to article 3.5 of the Membership Terms & Conditions shall be in effect for as long as reasonably necessary to address the issues giving rise to the suspension.

3.7. At all times, C2C is entitled to refuse a person as a User if one of the following events has occurred: (i) previous or actual non-compliance with the Membership Terms & Conditions by such User; and/or (ii) a previous or actual violation of C2C's Intellectual Property Rights and/or Confidential Information.

4. Intellectual Property Rights

4.1. The User acknowledges and agrees that C2C owns all rights, title and interest, in particular Intellectual Property Rights, in and to the Multi SkillZ Platform, the Multi SkillZ App, the Multi SkillZ Project, a Multi SkillZ Program (where applicable) and the Multi SkillZ Content. Except for the permitted use as set forth in article 4.2 of present Membership Terms & Conditions, the User is not permitted to use the Multi SkillZ Platform, the Multi SkillZ App, a Multi SkillZ Program and/or the Multi SkillZ Content without prior written consent of C2C. The User will perform no acts which are detrimental for (the validity of) C2C's Intellectual Property Rights or C2C's exclusive ownership of the Multi SkillZ Platform, the Multi SkillZ App, the Multi SkillZ Project, the Multi SkillZ Programs and the Multi SkillZ Content and all Intellectual Property Rights related thereto. Except for the License as granted pursuant to article 4.2 of present Membership Terms & Conditions, nothing in present Membership Terms & Conditions shall be construed as granting or an undertaking to subsequently grant to the User any license, right, title or interest in C2C's Intellectual Property Rights. The User undertakes to fully respect and protect C2C's Intellectual Property Rights.

4.2. During the term as set forth in article 6 of the Membership Terms & Conditions, C2C hereby grants the User, who accepts, a non-exclusive, non-transferable, non-sublicensable and personal right to access the Multi SkillZ Platform and the Multi SkillZ App and to use the Multi SkillZ Content provided on the Multi SkillZ Platform and/or the Multi SkillZ App for gaining knowledge with respect to the Multi SkillZ Project (hereinafter the "License").

In case of a Subscription for a specific Multi SkillZ Program, the provision of the License is subject to the payment of the Subscription fees as set forth in article 6 of the Membership Terms & Conditions and subject to the compliance with the provisions of the Terms of use.

4.3. The License does not grant the User the right to (sub)license, assign, sell, offer for sale, rent, offer for rent or to commercially exploit the Multi SkillZ Platform, the Multi SkillZ App and/or the Multi SkillZ Content in any other way, nor to modify, translate, copy, reproduce, change, create derivative works or make available to the public the Multi SkillZ Platform, the Multi SkillZ App and/or the Multi SkillZ Content, without the prior, explicit and written approval of C2C.

4.4. The User may not create derivative works based upon the Multi SkillZ Platform, the Multi SkillZ App and/or the Multi SkillZ Content.

4.5. You will not attempt to register the Multi SkillZ Content, alone or as part of your own service marks, trademarks, or trade names, in Europe or with any other governmental entity anywhere in the world. Except as expressly authorized by C2C in writing, you shall not use the Multi SkillZ Content or any similar content anywhere in the world. In connection with its use of the Multi SkillZ Content, you will not in any manner represent that you have any ownership right in the Multi SkillZ Content.

4.6. A Membership to the Multi SkillZ Platform and the Multi SkillZ App and/or a Subscription to a Multi SkillZ Program does not entitle the User to offer Multi SkillZ classes, camps or trainings and/or to commercially exploit the Multi SkillZ Program under the name and trademark Multi SkillZ, nor does the Membership or Subscription entitle the User to use the title of Multi SkillZ Coach (Trainer or Coach). To represent Multi SkillZ, you must be in possession of a written approval by C2C in the form of a Multi SkillZ academy license agreement.

4.7. The Multi SkillZ Platform, the Multi SkillZ App and the Multi SkillZ Program are online support programs designed to support you in delivering practical lessons for children. The User's Membership or Subscription does not grant the User the right to train, educate or certify people in any way in the Multi SkillZ Project or to use the Multi SkillZ Content to do so.

4.8. The User shall promptly inform C2C if the User becomes aware of any possible unauthorised disclosure or use of the Multi SkillZ Platform, the Multi SkillZ App, a Multi SkillZ Program and/or the Multi SkillZ Content, and shall use all reasonable efforts to stop any potential or actual infringement of C2C Intellectual Property Rights.

5. Confidentiality

5.1. By using the Multi SkillZ Platform and/or the Multi SkillZ App, the User may get access to Confidential Information and proprietary information of C2C. The User agrees not to disclose any Confidential Information to any third party, not to use the Confidential Information for its own benefit and/or not to permit the use of the Confidential Information for the benefit of others, without the prior, explicit and written consent of C2C.

6. Subscriptions, payment plan and payment

6.1. When you request to purchase a Subscription to a specific Multi SkillZ Program on the Multi SkillZ Platform and/or the Multi SkillZ App, no binding contract in law is formed until such time as a confirmation e-mail is sent by C2C to your specified e-mail address in which it is stated that such request is accepted.

6.2. **Free preview.** With a valid User account, the User may have access to free available materials (videos, tutorials, documents, ...) on the Multi SkillZ Platform and/or the Multi SkillZ App via a free preview after login with its User Account. Access following a free preview does not mean you have a Subscription to the Multi SkillZ Program on the Multi SkillZ Platform and the Multi SkillZ App. During such free preview, all relevant provisions of the Membership Terms & Conditions apply in full.

6.3. Multi SkillZ Program Subscription

6.3.1. **Active Subscription.** For a Subscription to a Multi SkillZ Program the User must have internet access, an active User account and provide C2C with a current, valid, accepted method of payment available on the Multi SkillZ Platform and/or the Multi SkillZ App (as such may be updated from time to time). In some cases, your Subscription may be activated via a code, free of charge or otherwise.

6.3.2. **Differing Subscriptions.** We may offer a number of Subscription plans, including special promotional plans or Subscriptions with differing conditions and limitations. Any materially different terms from those described in these Membership Terms & Conditions will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your Multi SkillZ Program Subscription by logging in with your User account to the Multi SkillZ Platform and/or the Multi SkillZ App and clicking on the "My Subscriptions" section.

Some promotional Subscriptions may be offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered Subscription plans.

6.3.3. **Free trials.** Your Subscription may start with a free trial access period for the whole or a part of a Multi SkillZ Program on the Multi SkillZ Platform and/or the Multi SkillZ App. For combinations with other offers, restrictions may apply. C2C reserves the right, in its absolute discretion, to determine your free trial eligibility.

At the end of the free trial period, your free trial may be automatically converted into a paying Subscription linked to a payment plan (see below). In this case we will begin charging your payment method for the Subscription fees as specified at the end of the free trial period. The specific details of your Subscription, including payment plan, price and end date of your free trial period will be sent to you by e-mail to the e-mail address of your registration on the day of the activation of your Subscription.

You will not receive a notice from us that your free trial period has ended or that we will charge your account for your Subscription. To view specific details of your Subscription, including the status and the price of your Subscription and the date of the next payment, you can visit the section 'My Account / My Memberships' on the Multi SkillZ Platform after being logged in.

6.4. **Payment plans.** The applicable payment plan and its corresponding Subscription fees are on the respective Multi SkillZ Program page of the Multi SkillZ Platform and/or the Multi SkillZ App with respect to the Multi SkillZ Program you are subscribing to. Please check the specific payment information carefully before activating your Subscription and corresponding payment plan. A payment plan can exist of a single payment, periodic recurring payment or a combination of both.

6.4.1. **Single payments.** In some cases you may be offered a single payment for your Subscription. This is a one-off payment on the day corresponding to the commencement of your Subscription followed by an access duration with a definite term. You can reactivate your Subscription, whether or not for a lower price, by making a new single payment or by choosing another payment plan.

6.4.2. **Periodic recurring payments.** In a recurrent payment we will charge your account periodically starting from the date mentioned in your payment plan for an initial term (hereinafter "Initial Term"). Recurring payments can be charged, for example monthly, quarterly, annual, etc. Your Subscription will automatically be renewed for the same term (hereinafter "Extension").

With this payment plan, you authorise Mollie to activate a collection mandate via Mollie with C2C as beneficiary in order to charge your Subscription costs at the then current rate via your chosen payment method, including other costs incurred by you in connection with your use of the Multi SkillZ Platform and/or Multi SkillZ App.

C2C continues charging your Subscription fee via the collection mandate of Mollie to the chosen payment method for each period unless and until you terminate your Subscription or we terminate it. The Subscription can be terminated at the end of each respective term, provided that the User switches off the automatic renewal of the Subscription in its account settings at least twenty-four (24) hours before the end of the respective term. The User will not receive notice from C2C that its periodic payment is charged via the collection mandate of Mollie to the chosen payment method.

Your renewal date may change due to changes in your Subscription. C2C may initiate a payment via Mollie's collection mandate in anticipation of Subscription or service-related costs.

During a Subscription with periodic recurring payments you will receive an e-mail after each periodic payment to inform you that your Subscription is renewed and you will have extended access to the respective Multi SkillZ Program on the Multi SkillZ Platform and the Multi SkillZ App.

6.4.3. **Start-up payment with entry period.** A payment plan may consist of a one-off payment on the day corresponding to the commencement of your Subscription followed by an access period of an initial term. This one-off payment must be paid via Mollie before the commencement of your access and the beginning of your initial term. Your access will be granted during the initial term without further payment.

At the end of your initial term, your Subscription will be automatically renewed into an ongoing Subscription with periodic recurring payments (see above).

6.5. **Payment.** C2C will inform you of any applicable fees before you are charged for such fees. You expressly authorise C2C (or third parties acting on behalf of C2C) to charge all C2C Subscription fees and other charges, including VAT and payment transaction fees for certain payment methods, to the payment method you have chosen.

6.5.1. **Payment method.** You can pay via the online payment methods available to you on the Multi SkillZ Platform and/or the Multi SkillZ App. Online payment is provided via Mollie (<http://www.mollie.com>). Upon the first payment via the chosen payment method through Mollie, the User activates a collection mandate via Mollie with C2C as beneficiary. All payment and card details are processed over a secure connection to Mollie and are encrypted at all times. Your credit/debit card details will not be passed to C2C nor to any 3rd party.

6.5.2. We reserve the right to change the timing of our billing. If a payment cannot be charged because it has expired or because the balance is too low, and you do not update your payment method or terminate your account as set forth in present Membership Terms & Conditions, the User is automatically held to pay the unpaid amounts. You authorise C2C to continue charging your payment method, even after it has been updated. In certain cases, Mollie may charge currency or other charges. Such charges must be paid in addition to the C2C Subscription fees. For more information, contact Mollie (www.mollie.com).

6.5.3. **Prices & changing prices.** The prices shown before clicking 'Subscribe' will be the amounts charged to you. These prices presented include all taxes, commissions, costs and VAT but do not include any charges due as a result of the chosen payment method (e.g. Mollie's charges). C2C reserves the right to adjust pricing in any manner and at any time as C2C may determine in its sole and absolute discretion. Any price changes to the Multi SkillZ Platform and/or the Multi SkillZ App will take effect no earlier than thirty (30) days following a notice by e-mail to the User.

6.5.4. **No Refunds.** Payments are non-refundable and there are no refunds or credits for partially used periods, unwatched videos or digital materials that were not downloaded. Following any termination the User will continue to have access to the Multi SkillZ Platform and/or the Multi SkillZ App until the end of the respective term.

7. Termination and withdrawal from Subscription

7.1. **Termination.** You may terminate your Subscription to a Multi SkillZ Program at any time. After termination of your Subscription to a Multi SkillZ Program, the User will continue to have access to the Multi SkillZ Program until the end of the current Subscription term. Once this Subscription term is terminated, the User's will no longer be granted access to the Multi SkillZ Platform and/or the Multi SkillZ App with respect to the terminated Multi SkillZ Program.

7.2. After termination of a specific Subscription, the User will retain its Membership and will continue to have access to the freely accessible part of the Multi SkillZ Platform and/or the Multi SkillZ App and, if applicable, to other Multi SkillZ Programs to which the User holds an active Subscription.

To terminate your Subscription to a specific Multi SkillZ Program, go to the "My Account/Subscriptions" after logging in on the Multi SkillZ Platform and/or the Multi SkillZ App and click the 'Cancel' button with respect to the relevant Multi SkillZ Program.

Withdrawal. Consumers in the European Union have the right to withdraw from the Subscription within fourteen (14) days after the purchase of the Subscription by sending the [C2C Withdrawal Form](#) as provided on the Multi SkillZ Platform to C2C within the said term.

8. Access for Children under 16.

8.1. If you are under 16, you may use the Multi SkillZ Platform and the Multi SkillZ App only under the supervision of a parent or legal guardian. You must ask your parents' or a guardian's consent before you (i) contact C2C, or ask C2C to contact you; (ii) send in any information to C2C or register for a User account or register for a Subscription ; (iii) enter any contest or game that requires information about you or offers a prize; or (iv) buy or pay for anything online.

8.2. By continuing to use the Multi SkillZ Platform and the Multi SkillZ App, you are confirming that you have obtained the consent of your parents or legal guardian.

9. C2C service

9.1. We reserve the right in our sole and absolute discretion to make changes from time to time in how we offer and operate the Multi SkillZ Platform, the Multi SkillZ App and/or the Multi SkillZ Content. We have the right to stop providing and/or supporting the Multi SkillZ Platform, the Multi SkillZ App and/or the Multi SkillZ Content, or any part thereof, at any time either permanently or temporarily without prior notice to the User. When C2C ceases to provide the Multi SkillZ Platform and/or the Multi SkillZ App, or any part thereof, your licence to use the Multi SkillZ Platform and/or the Multi SkillZ App, or any part thereof, will be terminated or suspended automatically with respect to the relevant part thereof. In such case, C2C will not be required to provide the User with any refunds or compensation due to C2C terminating the provision or supporting of the Multi SkillZ Platform and/or the Multi SkillZ App, or any part thereof. C2C will stop charging the periodic recurring payments, as defined above, when the Multi SkillZ Platform and/or the Multi SkillZ App, or any part thereof, is no longer available online.

9.2. The quality of the display of the streaming videos and the download speed of digital materials may vary from computer to computer and device to device and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. All videos of a Multi SkillZ Program are hosted on a third party website such as Vimeo, Moodle or YouTube. The User is responsible for all internet access charges. C2C makes no representations or warranties about the quality of the User's watching experience.

10. Customer Support

10.1. To find more information about our service and its features or if you need assistance with your account, you may also find it helpful to visit the [Coach2Competence website page](#) for more information or you can contact us by email at info@coach2competence.com or by phone at +32 475 74 73 18. In certain instances, we may best be able to assist you by referring you to our IT-support. In the event of any conflict between these Membership Terms & Conditions and information provided by our IT-Support or other portions of the Multi SkillZ Platform and/or the Multi SkillZ App, these Membership Terms & Conditions will prevail.

11. Your conduct

11.1. The User cannot use the Multi SkillZ Platform, the Multi SkillZ App and/or the Multi SkillZ Content in any way that causes, or is likely to cause, the Multi SkillZ Platform, the Multi SkillZ App and/or the Multi SkillZ Content or access to it to be interrupted, damaged, or impaired in any way. You understand that you are solely responsible for all electronic communications and content sent from you to C2C and you must use the Multi SkillZ Platform and/or the Multi SkillZ App for lawful purposes only.

11.2. The User cannot use the Multi SkillZ Platform, the Multi SkillZ App and/or the Multi SkillZ Content for any of the following:

- ✓ For fraudulent purposes or in connection with a criminal offence or other harmful or unlawful activity.
- ✓ To distribute, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing or in breach of Intellectual Property Rights, confidentiality, privacy or any other right or is otherwise

injurious to third parties or objectionable or which consists of or contains software viruses, Trojan horses, data scraping, keystroke logger, spyware, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam".

- ✓ To cause annoyance, inconvenience or needless anxiety.
- ✓ To obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Multi SkillZ Platform and/or the Multi SkillZ App.

11.3. The User shall use the Multi SkillZ Platform, the Multi SkillZ App and the Multi SkillZ Content in a manner that complies with all applicable laws.

11.4. The User agrees to comply with any technical limitations in the Multi SkillZ Platform and/or the Multi SkillZ App that only allow the User to use the Multi SkillZ Platform, the Multi SkillZ App and the Multi SkillZ Content in certain ways. The User may not work around such technical limitations.

11.5. The User is responsible for all activity occurring under its User account.

11.6. The User shall immediately notify C2C of any unauthorised use of any login, password or account or any other known or suspected breach of security.

12. Choice of Law and jurisdiction

12.1. These Terms shall be governed by and construed in accordance with Belgian law.

12.2. All disputes or differences arising in connection with the present Membership Terms & Conditions and/or in general any use of the Multi SkillZ Platform, Multi SkillZ Program, Multi SkillZ App and/or Multi SkillZ Content, which cannot be settled amicably, shall be exclusively and finally settled by the competent courts of enterprises of Ghent.

12.3. C2C however retains the right to initiate enforcement proceedings in the User's country of residence.

13. Warranties & liabilities

13.1. The User acknowledges that C2C provides the Multi SkillZ Platform, the Multi SkillZ App and the Multi SkillZ Content "as is" and only represents and warrants that the Multi SkillZ Platform, the Multi SkillZ App and the Multi SkillZ Content are provided in accordance with good industry practice and without knowingly infringing upon any Intellectual Property Rights. The User expressly acknowledges having been fully informed of the characteristics of the Multi SkillZ Platform, the Multi SkillZ App and the Multi SkillZ Content and declares that C2C has completely fulfilled its information obligations with respect to the User.

13.2. The use of the Multi SkillZ Platform, the Multi SkillZ App and/or the Multi SkillZ Content is entirely at the User's own risk.

13.3. The Multi SkillZ Content is provided by C2C and while C2C endeavours to keep the information up to date and correct, C2C makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Multi SkillZ Platform, Multi SkillZ App and/or the Multi SkillZ Content.

13.4. The Multi SkillZ Content is presented for the purpose of creating sessions for motor development, playing various sports and participation in various physical activities. No physical activity should be engaged in without first consulting a physician.

13.5. Any specific activities, drills, products, or procedures that may be mentioned on the Multi SkillZ Platform and/or Multi SkillZ App are for information purposes only.

13.6. Furthermore, C2C makes no claims about the safety or appropriateness of any information found on the Multi SkillZ Platform and/or Multi SkillZ App, nor about the results to be obtained from using the Multi SkillZ Platform, Multi SkillZ App

and/or the Multi SkillZ Content. C2C consequently cannot be held liable for any resulting loss, damage or injury arising from any use of any product, information, idea, or instruction presented on the Multi SkillZ Platform and/or the Multi SkillZ App.

13.7. C2C shall use its best efforts to make the Multi SkillZ Platform, the Multi SkillZ App and the Multi SkillZ Content available seven (7) days per week, twenty-four (24) hours per day. The User however acknowledges and accepts that the Multi SkillZ Platform, the Multi SkillZ App and the Multi SkillZ Content or parts thereof can malfunction or become unavailable, without C2C being liable for these interruptions and the possible consequences of the malfunction and/or unavailability for the User or third parties. In case of malfunction or unavailability, C2C will use its best efforts to resolve the malfunction or unavailability as soon as reasonably possible for C2C.

The aforementioned guarantee does not apply in case of malfunctions or unavailability resulting from, without being limited thereto, (i) a breach of present Membership Terms & Conditions by the User or any specific Terms of Use for Multi SkillZ Programs; (ii) a malfunctioning internet connection; (iii) an intervention by a third party without the prior, written and explicit consent of C2C; and/or (iv) a force majeure event, i.e. any event beyond the reasonable control of (one of) the parties.

13.8. Except to the extent prohibited by law, C2C does not warrant the safety or appropriateness of the Multi SkillZ Content, nor about the results to be obtained from using the Multi SkillZ Platform, the Multi SkillZ App and the Multi SkillZ Content. Therefore, with the exception of damages (i) arising solely and directly from C2C's intent or fraud in relation to non-consumers; or (ii) arising solely and directly from C2C's intent, fraud or gross negligence in relation to consumers, C2C will not be liable for any resulting loss, damage or injury arising from any use or implementation of the Multi SkillZ Platform, the Multi SkillZ App, the Multi SkillZ Project and the Multi SkillZ Content, or any part thereof, in particular without being limited thereto in respect of the following:

- ✓ direct or indirect business losses (including without limitation economic loss, loss of profit, loss of business, loss of anticipated savings, loss of goodwill, loss of reputation);
- ✓ indirect, special or consequential loss;
- ✓ any loss (whether direct or indirect) arising from events outside of C2C's control;
- ✓ any loss (whether direct or indirect) in respect of loss of or corruption of data, databases or software.

13.9. The User accepts that C2C gives no warranty whatsoever that use of the Multi SkillZ Platform and/or the Multi SkillZ App, will not expose the User's hardware and/or software to computer viruses, or worms, Trojan horses or other code of a damaging nature. It is the User's responsibility to put in place appropriate protections.

13.10. C2C accepts no responsibility for the content and functioning of other websites that you may access through the Multi SkillZ Platform and/or the Multi SkillZ App or which are linked to the Multi SkillZ Platform and/or the Multi SkillZ App, nor does C2C endorse the content of such other sites.

13.11. The User shall indemnify C2C and hold C2C harmless for any and all claims, causes of action, costs, damages, losses, liabilities and expenses (including without being limited thereto all reasonable attorney's fees and costs) arising out of or in connection with (i) an alleged infringement of the rights of third parties due to the use of the Multi SkillZ Platform, the Multi SkillZ App and/or the Multi SkillZ Content by the User; and/or (ii) any breach of present Membership Terms & Conditions by the User.

14. General

14.1. Any failure by C2C to enforce any of its rights under these Membership Terms & Conditions shall not be construed as a waiver of any of its rights herein. The waiver by C2C of a breach or default of any of the obligations hereunder shall not be construed as a waiver of any succeeding breach of the same or other obligations.

14.2. If any provision of the Membership Terms & Conditions is found to be invalid or unenforceable by any court or administrative body of competent jurisdiction, in whole or in part, the respective provision shall be deemed not to form part

of these Membership Terms & Conditions and the invalidity or non-enforceability shall not affect the other provisions of these Membership Terms & Conditions, which shall remain in full force and effect.

15. Definitions

15.1. **“C2C”**: Coach to Competence VOF, a company registered under the laws of Belgium, with registered office at Turfbeemd 33, 2800 Mechelen, Belgium and with company number 0547.639.333;

15.2. **“Confidential Information”**: all technical, functional, technological, commercial, economical, operational, strategic, business and financial information in any form (verbal or in writing, digital or not) which directly or indirectly concerns C2C or its business;

15.3. **“General Terms and Conditions”**: the general terms and conditions stipulating the general provisions as applicable to the User’s use of the Multi SkillZ Platform and/or the Multi SkillZ App;

15.4. **“Intellectual Property Rights”**: any and all intellectual property rights, whether registered or unregistered, including but not limited to copyrights, database rights, software rights, design rights, trade names, trademarks and all rights related thereto, including but not limited to the rights to use, prosecute, register and enforce;

15.5. **“Membership”**: the Membership of the Multi SkillZ Platform and Multi SkillZ App after registration and receipt of a Coach2Competence ID and password;

15.6. **“Multi SkillZ App”**: the application on which the Multi SkillZ Content is made available by C2C to the User;

15.7. **“Multi SkillZ Content”**: all works, schemes, databases, creations, documents, manuals, video’s, tips, exercises, drills, games and other works created by C2C within the framework of the Multi SkillZ Project;

15.8. **“Multi SkillZ Platform”**: the online platform and database on which exercises, drills, videos, games, tips within the framework of the Multi SkillZ Project and other Multi SkillZ Content are made available by C2C;

15.9. **“Multi SkillZ Program”**: the implementation of the Multi SkillZ Project within a specific field of sports by providing Multi SkillZ Content relating to the respective sports field on the Multi SkillZ Platform and the Multi SkillZ App in a section specifically related to the respective

sports field (e.g. for Foot, for Hockey, for DrillZ, for TotZ, for Gym, etc.);

15.10. **“Multi SkillZ Project”**: the project created by C2C with the purpose of driving children to develop their motor skills for life and sport;

15.11. **“Subscription”**: the Subscription to a specific Multi SkillZ Program after acceptance of the Terms of Use and the Subscription fee.

15.12. **“Terms of Use”**: the terms of use applicable to the User who subscribes to a specific Multi SkillZ Program of the Multi SkillZ Project as available on the Multi SkillZ Platform and/or the Multi SkillZ App;

15.13. **“User”**: the user who is entitled to use the Multi SkillZ Platform and the Multi SkillZ App and access the Multi SkillZ Content by means of a license, subject to the acceptance of the present Membership Terms & Condition and who is entitled to access a Multi SkillZ Program, subject to the payment of the relevant Subscription fee and subject to the acceptance of the Terms of Use.