



General Terms and Conditions (GTC)

1. Acceptance of Terms

Sté Visto Consulting Sàrl owns and operates various services and software We are GYM-PRO website (collectively, the "Service," "Services" or the "Website"). We may refer to Sté Visto Consulting Sàrl or as "GYM-PRO" "us," or "we," and "you," "your," "user," or "subscriber" shall refer to you and your company. By accessing and using the Services you demonstrate your acceptance of our Terms of Use, if you do not agree to these Terms of Use, do not use the Services. By continuing the use of our Services you show that you comply with our modified Terms of Use, as it currently stands. For any updates, please visit this page frequently.

2. Provision of services and registration

GYM-PRO grants to you a non-exclusive license to use the Services subject to your compliance with the terms and conditions provided in this Agreement. Nothing in this Agreement or its performance will grant either party any right, title, interest, or license in or to the other's names, logos, trade dress, designs, or other trademarks. You represent that any information you provide during registration or at any time thereafter is true, accurate and complete and that you will update all such information as necessary to maintain its truth, accuracy and completeness. Failure to do so shall constitute a breach of these Terms of Use. You shall be responsible for maintaining the confidentiality of your password, and will be solely liable for all actions taken via your account and under your password, whether or not made with your knowledge or authority. You further agree that any credit card information you provide during registration or at any time thereafter is valid and that you have authority to authorize payments from such credit card. By registering with us, you agree that to provide true, accurate and complete information and to update such data as necessary. If you are registering on behalf of a company, you agree that you have the requisite authority to register on behalf of such company. If we have reasonable grounds to suspect that your information is inaccurate, we may suspend or terminate your account and prohibit you from any use of the Services. You are responsible for maintaining the confidentiality of your password and for changing your password if you believe that it has been stolen or might otherwise be misused. You agree to notify GYM-PRO immediately of any unauthorized use of your user name and/or password and any other suspected breach of security regarding the Services. We shall not be liable for any loss or damage arising from the unauthorized use of your user name and/or password. You further agree that you will use the Services only for the purposes advertised on the GYM-PRO website or in other marketing material published by GYM-PRO, that you are a valid business desiring to use the Services

3. Online advertising

From time to time, at its sole discretion, GYM-PRO may make specific offers to you to participate in the GYM-PRO Advertising Network. The terms and conditions of these offers will be available to you at the time of the offer and acceptance of the offers will be at your discretion.

4. Payment terms

You agree to pay all charges as set forth on the GYM-PRO website or Order Form, in these Terms of Use. You agree that the address and email address you provide in your account settings are valid business addresses and that GYM-PRO may invoice you at such addresses or through other electronic communications. Any charge invoiced to you by GYM-PRO is



exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties. All fees paid to GYM-PRO by you pursuant to these Terms of Use are non-refundable. GYM-PRO reserves the right, at any time and at its discretion, to change any fees and any other pricing terms. Any changes shall be posted on the GYM-PRO website and will be effective immediately. GYM-PRO will invoice you electronically every one (1) month for all amounts due to GYM-PRO. You also agree to provide GYM-PRO with complete and accurate billing and contact information. This information includes your legal personal name or legal company name, street address, city, zip code or postal code, province or state, country and phone number. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, GYM-PRO reserves the right to terminate your access to the Services in addition to any other legal remedies. Please note that GYM-PRO currently uses a third party to perform billing services and therefore may share billing and other information as necessary to enable the billing services to be performed. You are responsible for logging in and timely reviewing any GYM-PRO Invoice. All amounts on a GYM-PRO Invoice shall be deemed to be undisputed.

5. Suspension or termination of service for non-payment

If, for whatever reason, GYM-PRO charges your credit card or issued an invoice and the payment does not go through, GYM-PRO reserves the right to suspend your access to the Services immediately. If you fail to pay the applicable invoice within 7 days of the date of suspension, or to otherwise negotiate a payment plan for all amounts then due, GYM-PRO reserves the right to cancel your account. In the event GYM-PRO cancels your account for non-payment, all amounts due and unpaid from you to GYM-PRO for use of the Services shall become immediately due and payable. In the event of non-payment and the exhaustion of the procedures set forth in this section, GYM-PRO reserves the right to seek payment using any remedies allowed to it by law.

6. Jurisdiction

This Agreement shall for all purposes be governed, interpreted, construed and enforced in accordance with the law of Tunisia. You hereby agree that the courts located in Sousse, Tunisia shall constitute the sole and exclusive forum for the resolution of any and all disputes arising out of or in connection with the use of the Service and you hereby consent to the jurisdiction of such courts and irrevocably waive any objections thereto. In any action to enforce the provisions of these Terms and Conditions, the prevailing party shall be entitled to costs and attorney's fees. Regardless of where you access the Service, you agree to comply with all applicable laws of Tunisia, including those regarding the export of data and software. You are also responsible for complying with all other laws, rules and regulations that may be applicable to your use of the Service.

7. Indemnity

You agree to indemnify and hold GYM-PRO, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the App in violation of this Terms of Service or your violation of any law or the rights of a third party.

8. User responsibilities

You are responsible for any and all activities that occur under your App. You will: (a) notify GYM-PRO immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to GYM-PRO immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you; (c) assure that use of the Service shall at all times comply with all applicable local, country, and



international laws, regulations, and conventions, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data; and (iv) not impersonate another GYM-PRO user or provide false identity information to gain access to or use the Service. GYM-PRO reserves the right to take any action it deems appropriate with respect to Content posted on your App. Such action is taken at the sole discretion of GYM-PRO and may include, but not be limited to, termination of your rights of use.

9. Links to third party sites

You may encounter hypertext links to websites operated by parties other than GYM-PRO during your use of the Services and on the GYM-PRO website. GYM-PRO does not control such websites and is not responsible for nor can guarantee the content of such websites. Unless otherwise explicitly stated, the inclusion of any hypertext links to such websites in the Services or on the GYM-PRO website does not imply any endorsement by GYM-PRO of the material on such website or any association with their operators.

10. Use of the services

GYM-PRO licenses its Gym management Software to certain customers as a hosted application (the "Service"). We create a specific access to you (i.e. your Fitness space), help train you in its use and administration, and host it at a third-party data center for access by users that you authorize (the "Users" and "Customers" and "Clients"). You agree to use the Services strictly within the terms described herein. Permission to use the Services and associated content does not include permission to copy the design elements, look and feel, or layout of any pages of the Services. Those elements of the Services are protected by Tunisian and international laws and may not be copied or imitated in whole or in part. No logo, graphic, or image from the Services may be copied or retransmitted unless expressly permitted by GYM-PRO. You may not use the Services in any manner that is illegal or harmful to the Services. Among other restrictions, you agree that you shall not, nor shall you allow any third party to:

- (a) engage in unlawful activity of any kind, advertise any illegal service or offer to sell items that are restricted or prohibited by applicable law;
- (b) use the Services through unauthorized interfaces or protocols;
- (c) transmit information that infringes the rights of others or is abusive, pornographic, violent, racist, discriminatory, offensive, vulgar, obscene, defamatory, invasive of personal privacy, harassing, threatening, or otherwise objectionable;
- (d) translate, reverse-engineer, decompile, disassemble, modify, or make derivative works from the Services or Services software (accept as applicable law expressly permits);
- (e) post or disclose any personally identifying information or private information about children under the age of 18 without their parents' consent;
- (f) remove, obscure or alter any notices or indications of rights in or to the GYM-PRO Intellectual Property;
- (g) interfere with, or attempt to interfere with, compromise the system integrity or security, or decipher any transmissions to or from any GYM-PRO servers;
- (h) take any action that imposes an unreasonable or large load on our infrastructure;
- (i) upload or introduce invalid data, viruses, worms, harmful code, Trojan horses and/or other harmful software to the Services;
- (j) use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Services, unless expressly permitted by GYM-PRO;
- (k) engage in any libelous, defamatory, scandalous, threatening, or harassing activity;
- (l) post any content that advocates, promotes or otherwise encourages violence against any governments, organizations, groups or individuals or which provides instruction, information or assistance in causing or carrying out such violence;
- (m) provide material that is false, deceptive or misleading;
- (n) use the Services in a way that disables the Services or prevents or inhibits anyone from using the Services;
- (o) impersonate any person or entity in order to use, or through use of, the Services.



11. User submissions

Materials provided by GYM-PRO ("Content") or by other users of the Services ("User Submissions") to the App, including but not limited to software, text, data, graphics, videos, images, photos, audiovisual, audio, and/or content of any nature is owned by the party providing such content. Your User Submissions are your sole responsibility. When submitting User Submissions, you warrant and represent that: (a) you have acquired all necessary rights from the owner or that you own all rights in your Content to enable you to grant to GYM-PRO the rights to such User Submissions; (b) you will pay and have paid in full all financial obligations and other fees (if any) in connection to posting of your User Submissions; (c) you are either the individual heard, depicted, or pictured in your User Submissions and grant us permission or that you have obtained permission from each person who appears and/or is heard in your User Submissions, as may be required to enable you to grant to us the rights to such User Submissions; and (d) your User Submissions do not infringe on the publicity, privacy, intellectual property, or any other legal or moral rights, and are not defamatory in nature to, any third party. You retain ownership of all intellectual property and proprietary rights to any User Submissions that you post on the Website. However, by providing, sending or otherwise making your User Submissions available on or through the App, you grant us a worldwide, royalty-free, freely transferable, non-exclusive right and license to distribute, reproduce, use, publicly display, and create derivative works of your User Submissions in any form, media, or technology now known or later developed, in connection with GYM-PRO's business and performance of the Services and to grant these rights to others. You shall hold harmless and indemnify GYM-PRO for any claims in connection to use of your User Submissions. GYM-PRO guarantees no confidentiality of any User Submissions and assumes no User Submissions to be confidential. You may, by using the App, encounter User Submissions from various sources. GYM-PRO accepts no responsibility for the intellectual property rights, safety, usefulness, or accuracy of or related to any User Submissions, which could be objectionable, indecent, infringing, or inaccurate.

12. Termination

Violation of any of the terms of this agreement, breach of any payment obligations, or unauthorized use of the Service will result in suspension or termination of your account or use of the Service. GYM-PRO may terminate any free account at its sole discretion. GYM-PRO may also terminate your free account if it has been inactive for a period of three (4) consecutive months. The account will be considered "inactive" if you or any users of your account do not use the Service. You agree that GYM-PRO has no obligation to retain data entered by you into the Service and may delete such data if you have violate any of the terms below or fail to pay outstanding fees.

13. Privacy policy

You can view our Privacy Policy under the App or on our Website.

14. Additional information

We generally intend for the App to be available 24/7, it will not be available during maintenance, changes and outages and may not be available for other reasons. GYM-PRO also reserves the right to assign any rights, licenses, or obligations arising out of or relating to these Terms of Use without restriction. We reserve the right to change this Terms of Use agreement at any time, at our own discretion, and without any further notice to You. For any updates, visit this page frequently. By continuing the use of our Services you show that you comply with our modified Terms of Use agreement as it currently stands.



15. Warranty disclaimer

The App is "AS AVAILABLE," "WITH ALL FAULTS," and "AS IS." BY USING THE APP, YOU AGREE THAT SUCH USE SHALL BE AT YOUR OWN RISK. GYM-PRO does not and shall not be considered to GUARANTEE THAT THE APP WILL FUNCTION with your software or devices, that GYM-PRO will have sufficient load capability for all users, OR that accessibility to the App will be possible for you in all places or at all times. TO THE GREATEST LEGALLY PERMITTABLE EXTENT, THE OFFICERS, EMPLOYEES, DIRECTORS, AND AGENTS OF GYM-PRO DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, include implied warranties of quality, suitability, merchantability, fitness for particular purposes, accuracy and non-infringement. GYM-PRO MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT ANY THIRD PARTY WEBSITES OR CONTENT LINKED TO GYM-PRO. GYM-PRO SHALL NOT WARRANT, GUARANTEE, ENDORSE, OR ACCEPT RESPONSIBILITY FOR ANY SERVICES OR PRODUCTS PROVIDED, OFFERED OR ADVERTISED BY THIRD PARTIES VIA THE GYM-PRO APP OR ANY LINKED APP OR DEPICTED OR DESCRIBED IN ANY ADVERTISING, AND GYM-PRO REFUSES TO BE RESPONSIBLE FOR OR IN ANY WAY BE PARTY TO VERIFYING TRANSACTIONS BETWEEN ANY THIRD PARTY AND YOU.

16. Limitation of liability

UNDER NO CIRCUMSTANCES SHALL THE OFFICERS, EMPLOYEES, AGENTS, OR DIRECTORS OF GYM-PRO BE LIABLE WHATSOEVER FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES RESULTING OR ARISING FROM ANY (I) UNAUTHORIZED USE OF OR ACCESS TO BOOKSTEAM SERVERS OR ANY PERSONAL INFORMATIONS SAVED THEREIN, (II) INACCURACIES, MISTAKES, OR ERRORS IN APP CONTENT, (III) DAMAGE TO PROPERTY OR INJURY TO ANY PERSON, OF ANY KIND, ARISING OUT OF OR RESULTING FROM USE OF THE APP, (IV) ANY CESSATION OR INTERRUPTION OF TRANSMITTAL TO OR FROM THE APP, INTEROPERABILITY, OR ANY OTHER PROBLEMS, (V) ILLEGAL, OFFENSIVE, OR DEFAMATORY CONDUCT OR USER SUBMISSIONS OF ANY THIRD PARTY, (VII) ANY KIND OR TYPE OF TROJAN HORSES, VIRUSES, BUGS OR SIMILAR TRANSMITTED THROUGH OR TO THE APP BY ANY THIRD PARTY, (VI) ANY OMISSIONS OR ERRORS IN CONTENT, (VIII) YOUR INABILITY OR ABILITY TO USE, ANY PART OF THE APP OR FOR ANY DAMAGE OR LOSS OF ANY KIND INCURRED IN CONNECTION TO USE OF THE APP, WHETHER BASED IN CONTRACT, TORT, WARRANTY OR IN ANY OTHER LEGAL APPROACH, AND REGARDLESS OF IF THE COMPANY IS APTISED OF THE LIKELIHOOD OF SUCH DAMAGES. THE LIMITATION OF LIABILITY AS SET FORTH HEREIN SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.