

**FACILITY LICENCE AGREEMENT - LEVEL 1**

**For Facilities licensed to use the Myzone System but with no access to Myzone Data  
VERSION 3.0 July 2022**

**FACILITY LICENCE AGREEMENT - LEVEL 1 - NO DATA SHARING SUCH THAT FACILITY IS LICENSED TO USE THE MYZONE SYSTEM BUT THE FACILITY HAS NO ACCESS TO MYZONE DATA**

This is an agreement between Myzone Limited and the Facility (each being referred to as a “party” to this Agreement and both being referred to as the “parties” to this Agreement) regarding the licensing of the Myzone System. All Facilities that wish to use the Myzone System must enter into this Level 1 licence agreement before using the Myzone System and the Facility will, in relation to the Myzone System, at all times comply with and be subject to the provisions of this level 1 license agreement. The duration of this licence agreement is for the Initial Term and/or any extensions or renewals in accordance with and subject to the terms and conditions of this Agreement.

The Facility may in accordance with and subject to the terms and conditions of this Agreement terminate this Agreement by written notice to Myzone provided that such written notice must be provided by the Facility to Myzone:

- (i) within 30 days of the start date of the Subscription Period (as the start date is stated on the Invoice); or
- (ii) at least 90 days prior to the end of the Initial Term or the end of any renewals of or extensions to the Initial Term, subject always to the terms and conditions of this licence agreement

If such written notice of termination is not provided by the Facility to Myzone as above then this agreement will continue for another further Subscription Period in accordance with these terms and conditions.

**Background**

**1 Interpretation**

1.1 The following definitions and rules of interpretation apply in this Agreement.

1.2 Definitions:

**Agreement** the agreement comprising these Terms for the licensing by Myzone of the Facility’s use of the Myzone Materials and the Myzone System to the Facility but excludes any provisions regarding the sharing of personal data belonging to Users and recorded via the Myzone System equipment;

**Applicable Law** means

- (a) any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the services are provided to or in respect of;
- (b) the common law and laws of equity as applicable to the parties from time to time;
- (c) any binding court order, judgment or decree;
- (d) any applicable industry code, policy or standard; and/or

any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party’s assets, resources or business;

<b>Confidential Information</b>	means information which the discloser has indicated to the recipient is confidential, or which would be regarded as confidential by a reasonable business person.
<b>Change of Control</b>	means a person who Controls a company ceases to do so or another person acquires Control of it, where "Control" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and "Controls" and "Controlled" shall be construed accordingly.
<b>Data Protection Laws</b>	means any Applicable Law relating to the processing, privacy, and use of Personal Data, as applicable to Myzone, the Facility and/or the services, including: <ul style="list-style-type: none"> <li>(a) in the United Kingdom and in the Isle of Man: <ul style="list-style-type: none"> <li>(i) the Data Protection Act 2018 (UK) and the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426, and any laws or regulations implementing Directive 95/46/EC (<b>Data Protection Directive</b>) or Directive 2002/58/EC (<b>ePrivacy Directive</b>); and/or</li> <li>(ii) the General Data Protection Regulation (EU) 2016/679 (<b>GDPR</b>), and/or any corresponding or equivalent national laws or regulations;</li> </ul> </li> <li>(b) in the Isle of Man, the Data Protection Act 2018 (Isle of Man) and any laws or regulations implementing this Act;</li> <li>(c) in member states of the European Union: the Data Protection Directive or the GDPR, once applicable, and the ePrivacy Directive, and all relevant member state laws or regulations giving effect to or corresponding with any of them; and</li> <li>(d) any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conductor approved certification mechanisms issued by any relevant supervisory authority; all and/or any of the user manuals and other documentation supplied by or on behalf of Myzone with or in relation to the System;</li> </ul>
<b>Documentation</b>	All and/or any of the user manuals and other documentation supplied by or on behalf of Myzone with or in relation to the System;
<b>Equipment</b>	Myzone System equipment supplied to a Facility pursuant to a separate agreement between the Facility and Myzone;
<b>Facility</b>	any commercial fitness centre, corporate facility, educational facility, retailer or other concern using the Myzone System and Support Services (including a Mobile Facility);
<b>Facility Authorised User</b>	any person (including a coach, trainer, or employee) granted permission to access the Myzone System by a Facility Controller;
<b>Facility Controller</b>	the person that has written authority to act for or on behalf of the Facility or the social channel on a Mobile Facility;
<b>Facility Data</b>	means Personal Data collected directly from the User by the Facility regarding

	the User, <u>independent</u> of and not via or from Myzone, i.e. User contact information collected in the course of registering a User's membership with a Facility;
<b>Initial Term</b>	a period of 12 months following the date that is indicated as the start date on the Invoice issued by Myzone to the Facility.
<b>Intellectual Property Rights</b>	means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, the right to sue for passing off, utility models, domain names and all similar rights and, in each case: whether registered or not; including any applications (and the right to apply) to protect or register such rights; including all renewals and extensions of such rights or applications; whether vested, contingent or future; and wherever existing;
<b>Invoice</b>	means the written invoice issued by Myzone and sent by Myzone to the Facility which will set out (amongst other things) the start date of the Subscription Period, the Subscription Fee for the relevant Subscription Period, the payment instalment plan and relevant dates upon which any instalment payments are to be made by the Facility to Myzone and all monies and fees (including the Subscription Fee) shall be paid by the Facility to Myzone in full and in accordance with the terms and conditions of this Agreement;
<b>Licence</b>	the non-exclusive and non-transferable limited licence (and/or any part thereof) entitling the Facility to only use the System Software on the Equipment and to use the Documentation on the terms set out in Clause 5 and all in accordance with and subject to the terms and conditions of this Agreement;
<b>Licence Charges</b>	all of the charges and fees payable to Myzone by the Facility in respect of the grant of the Licence and/or as required by Myzone;
<b>Malware</b>	any software, code, file or program including worms, trojan horses, viruses and other similar things or devices which may prevent, impair or otherwise adversely affect the proper operation of any computer software, hardware or network, or prevent, impair or otherwise adversely affect properly authorised access to or operation of any program, system or data;
<b>MAP</b>	Minimum Advertised Pricing;
<b>Mobile Facility</b>	any network of individuals connected by interpersonal relationships or online services or websites through which people create or maintain interpersonal relationships.
<b>Myzone</b>	Any one or more, as relevant to the use of the Equipment, of Myzone Holdings Limited, which has its registered office at Level 3, Gordon House, Prospect Hill, Douglas, Isle of Man IM1 1EJ, British Isles, and its subsidiaries (together the Myzone Group);
<b>Myzone Data</b>	means any and all categories of Personal Data recorded or uploaded to the Myzone System by the User in accordance with the terms and conditions of their user agreement with Myzone.
<b>Myzone Device</b>	means the User operated heart rate device purchased by or for a User which that User registers to its relevant facility and then uses as an interface to the Myzone System to record Personal Data together with any other device or equipment that Myzone may develop and/or provide from time to time

including but not limited to any Myzone bracelet or Myzone armband.

<b>Myzone Materials</b>	the System Software, the Documentation and any other materials or information included in or provided as part of or in connection with the Myzone System;
<b>Myzone System</b>	the Myzone personal monitoring system known as Myzonemoves, comprising the Equipment, the myzonemoves.com site and all related websites and the System Software and related information systems;
<b>Personal Data</b>	has the meaning given to that term in Data Protection Laws;
<b>Online Marketplace</b>	All and/or any online sales channels and/or services that provides a way to purchase and/or marketplace for use by the general public (such as by way of example only Alibaba, Amazon, and eBay);
<b>Subscription Fee</b>	means all of the Licence Charges for the relevant Subscription Period;
<b>Subscription Period</b>	(i) the Initial Term: and/or  (ii) any renewals of or extensions to the Initial Term or subscription periods as set out in this agreement or as expressly agreed in writing between Myzone Limited and the Facility;
<b>Support Services</b>	the support services that may be provided by a Myzone-authorized service provider from time to time during the Subscription Period in respect of the System Software subject to payment by the Facility of the applicable Licence Charges;
<b>System Software</b>	all and/or any part of the personal monitoring and display software (including but not limited to MZ-Remote) operated on the Equipment as part of the Myzone System and any variations, modifications, copies, releases, or enhancements thereof from time to time together with any associated Documentation;
<b>Terms</b>	these terms and conditions; and
<b>User</b>	an individual who purchases, or for whom is purchased or issued, a Myzone Device for their personal use at an establishment owned or operated by the Facility or, if a Mobile Facility, for use through a network connected to or operated by the Facility.

- 1.3 The headings contained in these Terms are for convenience of reference only and shall not affect their interpretation or construction.
- 1.4 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, references to any gender shall include all other genders and references to persons shall include natural persons, bodies corporate, unincorporated associations, governments, states, trusts and partnerships, in each case whether or not having a separate legal personality.
- 1.5 The words and phrases "including" and "in particular" shall be without limitation to the generality of any preceding words and any preceding words shall not be construed as being limited to a particular class where a wider interpretation of those words and phrases is possible.
- 1.6 Any reference to "writing" or "written" refers to email.
- 1.7 References to any statute, enactment, order, regulation or other similar instrument shall be construed as references to the same as amended by or as contained in any subsequent re-enactment, modification or

statutory extension thereof.

## **2 Application of Terms**

2.1 These Terms shall

2.1.1 govern the Facility's use of the Myzone System; and

2.1.2 override all other terms inconsistent with them, whether express, implied or otherwise, including terms, conditions or stipulations contained in any communication with the supplier of the Equipment to the Facility.

2.2 Notwithstanding clause 2.1.1, these terms shall not apply to the sale of Equipment to a Facility from Myzone or its duly authorised distributor, which shall be subject to such separate commercial trade terms as are agreed between such parties for matters including price, payment, delivery, installation, damage, shortage, loss in transit, title, risk and governing law of any such sale.

2.3 If there is inconsistency and/or conflict between these Terms and the terms relating to the sale of Equipment to a Facility then the provisions of these Terms shall apply to the extent that there is any such inconsistency and/or conflict.

## **3 System Supply and Use**

3.1 On payment of the applicable Subscription Fee by the Facility in accordance with Clause 4, Myzone shall for the Subscription Period and subject to the terms and conditions of this Agreement:

3.1.1 grant the Licence to the Facility, and

3.1.2 agree to provide, or arrange for the provision of, the Support Services to the Facility.

3.2 Expressly excluded from this Licence, is:

3.2.1 the right of access or processing of the Myzone Data by the Facility. The Facility will at no time during the course of this Licence and/or thereafter:

3.2.1.1 have access to (and/or attempt to gain access to); and/or

3.2.1.2 have the ability to download or otherwise process (or attempt to download and/or otherwise process)

the Myzone Data and shall only have access to its own Facility Data in respect of the Users provided that if the Facility wishes to access or process Myzone Data at any time then it must enter into a Level 2, 3 or 4 Data Sharing Agreement with Myzone before accessing or processing any Myzone Data; and

3.2.2 any right for the Facility to sell and/or promote Myzone devices and/or products on an Online Marketplace.

3.3 The Facility will not at any time access or use or attempt to access or use the Equipment or the System Software:

3.3.1 in any way to access, download or otherwise use Myzone Data;

3.3.2 in any way which interferes with, damages or disrupts, or might reasonably be expected to interfere with, damage or disrupt the Myzone System and/or Myzone's business and/or operations;

3.3.3 in any way which is unlawful, illegal or fraudulent, or has any unlawful, illegal or fraudulent purpose or effect;

3.3.4 knowingly (or without using reasonable care) to store, transmit or upload any data or material that comprises or contains Malware;

3.3.5 knowingly (or without using reasonable care) to store, transmit or upload any data or material which

- (a) advocates, promotes or assists violence, any other illegal or unlawful activity;
- (b) is obscene, offensive, hateful, defamatory or inflammatory;
- (c) is threatening, abusive or which invades another's privacy, or causes needless anxiety or annoyance;
- (d) advocates or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (e) infringes any copyright, database right, trade mark or other proprietary right of any other person;
- (f) is fraudulent or misleading; or
- (g) is made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.

3.4 The Facility will ensure that all of its relevant personnel are familiar with the Important Information on the use of the Myzone Device which Users are required to acknowledge before they register their Myzone Device and use it for the first time, and that those personnel bring such information to the attention of Users prior to sale or supply to them of a Myzone Device by that Facility.

The Facility represents and warrants that the Facility owns all of the rights to the content that it might use with and/or post on the Myzone System and that such content is up to date, accurate, complete and not misleading. The Facility agrees to indemnify Myzone for all claims brought by any third party against Myzone and the Myzone Group arising out of or in connection with the content and material the Facility supplies and/or posts and communicates and/or the Facility's use of the Myzone System except to the extent that any liability that arises after Myzone has been notified in writing of any illegal content and Myzone's failure to remove any such illegal content.

3.5 The Facility will provide each User with a valid Facility code issued by Myzone for use by the Facility to enable that User to register their Myzone Device and shall not provide any other Facility code for such purpose.

3.6 Where the Facility Controller appoints a Facility Authorised User, the Facility and Facility Controller acknowledge and accept responsibility for taking appropriate technical and organisational measures against unauthorised or unlawful access to or other processing of Myzone Data where such unauthorised or unlawful access is directly attributable to the Facility Authorised User.

3.7 The Facility will only have access to Facility Data and at no time will it have and/or be given and/ or granted any rights to access to Myzone Data.

3.8 Myzone will, in providing the Myzone System under this Agreement use its reasonable endeavours to:

- 3.8.1 act with reasonable care, skill and diligence;
- 3.8.2 comply with all Applicable Laws; and
- 3.8.3 use reasonable endeavours to give advance notice of any planned unavailability or outages (except in the case of any kind of emergency or where any urgent work or activities may be required).

Without limiting the above, Myzone agrees it will use reasonable endeavours to ensure that it complies with all Applicable Laws in relation to collection, use and disclosure of Myzone Data.

3.9 To the fullest extent and where permitted by legislation in the relevant jurisdiction, the Facility will ensure that all advertised prices must be at or above the MAP for all Myzone products if a MAP price has been established by Myzone and displayed on the Myzone site provided that this clause shall not apply in the UK, EU and/or EEA.

#### **4 Price and Payment**

4.1 The Facility will pay all of the Subscription Fee to Myzone as applicable from time to time and as required by Myzone. No payment will be effective unless and until received by Myzone or its duly authorised agent

in cleared funds.

- 4.2 The Facility will, prior to or upon the date that the parties enter into this licence agreement and on receipt of an invoice from Myzone, pay Myzone the Subscription Fee for the Licence annually in advance for the relevant Subscription Period and for each subsequent Subscription Period. The Facility will pay the Subscription Fee by either a single payment or, if (and only if) Myzone expressly and specifically agrees in writing and subject to clause 4.3, in instalments, as set out in the Invoice for the relevant Subscription Period during the relevant Subscription Period. Myzone reserves the right to and may charge the Facility additional administration fees and charges and other costs and expenses in addition to the Licence Charges as part of any instalment payment plan that may be agreed between Myzone and the Facility.
- 4.3 The Facility hereby expressly agrees that upon Myzone and the Facility entering into this licence agreement, all of the Subscription Fee will become immediately payable by the Facility to Myzone in full and will be paid by the Facility to Myzone in full regardless of whether or not the Facility uses or operates the Myzone System during the relevant Subscription Period. Myzone may accept payment of the Subscription Fee in the instalments set out in the Invoice to allow the Facility to pay the Subscription Fee during the Subscription Period PROVIDED ALWAYS that the instalment plan should not in any way be taken or interpreted to mean that the Subscription Fee is not payable in full and, for the avoidance of doubt, the Subscription Fee for the relevant Subscription Period will remain payable in full and in any event.
- 4.4 The Facility may terminate this Agreement within thirty (30) days from the date of commencement of the Initial Term by providing written notice to Myzone and after such 30 day period has expired the Facility may terminate this Agreement by providing written notice to Myzone at least ninety (90) days prior to the end of the Initial Term. Unless the Facility serves written notice on Myzone at least ninety (90) days before the expiry of the then-current Subscription Period that it wishes to terminate this Agreement with effect from the end of that Subscription Period, the Subscription Fee referred to in Clause 4.2 will become payable by the Facility to Myzone for the next 12 month Subscription Period (and will be paid by the Facility to Myzone prior to the end of the then-current Subscription Period) and on payment of the same to Myzone the Licence will be renewed for the next Subscription Period (being a further period of 12 months from the last day of the then-current Subscription Period) PROVIDED ALWAYS that Myzone shall (in Myzone's absolute discretion) be able (upon notifying the Facility at any time) to decline or refuse to renew or extend this Agreement for any Subscription Period or renewed or extended Subscription Period without Myzone having to provide any reasons or justification
- 4.5 This Agreement and the terms and conditions herein (including this clause 4) will apply to and govern the Facility's use of the Myzone System and the payment of the Licence Charges and Subscription Fee throughout each and every Subscription Period provided always that the terms of this Agreement may be changed for any subsequent or renewed Subscription Period (including but not limited to changes or increases to the Licence Charges and/or Subscription Fee during any subsequent or renewed Subscription Period).
- 4.6 The Facility hereby expressly and specifically agrees that if the Facility fails to or does not notify Myzone in writing (for whatever reason and howsoever arising) in accordance with clause 4.4 that the Facility wishes to terminate this Agreement in accordance with clause 4.4 then the Licence Charges and Subscription Fee will become payable in full and will be paid by the Facility to Myzone for the further Subscription Period of 12 months which will start at the end of the then-current Subscription Period.
- 4.7 All Licence Charges for the Myzone System are non-refundable and exclusive of value added tax and/or any other similar taxes, duties or levies or other deductions or withholdings in countries or jurisdictions outside the United Kingdom, which shall be payable by the Facility to Myzone at the rate and in the manner prescribed by Applicable Law.
- 4.8 The Facility will pay for broadening the scope of the licences granted under this Agreement to cover any extended or expanded use beyond the use permitted in this Agreement, such fee(s) to be an amount equal to the fees which Myzone would have levied (in accordance with its normal commercial terms then current or otherwise) had it licensed any such use on the date when such use commenced or is to commence.
- 4.9 The Licence Charges exclude the following which shall be payable by the Facility monthly in arrears, following submission of an appropriate invoice: (a) the cost of hotel, subsistence, travelling and any other

ancillary expenses reasonably incurred by any individuals and/or third parties whom Myzone engage in connection with the goods and/or services provided under this agreement provided that such costs and expenses have been approved by the Facility in advance of their provision; and (b) the cost to Myzone of any goods and/or services procured by Myzone from third parties for the provision of the services as such items and their cost are approved by the Facility in advance from time to time.

- 4.10 All sums payable to Myzone under this Agreement (including but not limited to the Licence Charges and/or Subscription Fee for the relevant Subscription Period) shall be paid by the Facility to Myzone in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If a Facility does not (for whatever reason) pay Myzone in full regarding the relevant sums that may be owing, due and/or payable to Myzone by the relevant date for payment and after Myzone giving the Facility a reasonable time to pay (being no more than 30 days following the due date for payment) then the Facility's use of the Myzone System and the rights granted to the Facility in this Agreement will terminate immediately and Myzone shall suffer and/or incur no liability of whatever nature and howsoever arising in relation to and/or in connection with any such termination of the Facility's use of the Myzone System and/or any rights that have been granted to the Facility in this Agreement. The Facility and Myzone hereby expressly agree that the whole Subscription Fee for the relevant Subscription Period shall at all times remain payable in full by Facility to Myzone and the whole Subscription Fee (and/or the remaining amount of the Subscription Fee that has not at the relevant time been paid by the Facility to Myzone) shall be immediately paid by the Facility to Myzone within 30 days of any outstanding monies that may be due, owing or payable to Myzone having not being paid when due by the Facility to Myzone.
- 4.11 Myzone may at any time and upon notice to the Facility (and without any liability accruing to or being incurred by Myzone of whatever nature and howsoever arising) suspend the Facility's access to and/or use of the Myzone System and/or any rights granted by Myzone to the Facility if Myzone believes or has any reason to believe that the Facility's use of the Myzone System and/or any rights granted by Myzone to the Facility may in any way cause any liability, damage, loss and/or harm of any nature and howsoever arising to Myzone and/or any third parties (including but not limited to the Myzone Group and/or any parties that are connected with or associated with Myzone and/or any Users). Myzone may at any time and upon notice to the Facility (and without any liability accruing to Myzone or being incurred by Myzone of whatever nature and howsoever arising) suspend the use of the Facility's use of the Myzone System if any monies due, owing or payable to Myzone from the Facility are more than 30 days overdue. Any suspension pursuant to this clause 4.11 shall last until such time as Myzone is satisfied (acting reasonably) that any such liability, damage, loss and/or harm (including without limitation any non-payment) will not continue and/or arise and/or if such liability, damage, loss and/or harm does continue and/or arise then such suspension shall last until such time as Myzone has reached a written agreement with the Facility (if, and only if, the parties can agree) regarding how the Facility will pay and/or compensate Myzone regarding any such liability, damage, loss and/or harm (including without limitation any non-payment).
- 4.12 Myzone hereby reserves the right to appoint a debt collection agent or any other similar organisation or company (a "**Debt Recovery Agent**") to recover and collect from the Facility payment in respect of any overdue or unpaid License Charges and Subscription Fees. The Facility hereby expressly agrees that Myzone shall at any time be entitled to appoint a Debt Recovery Agent and that the Facility will immediately pay to Myzone and/or a Debt Recovery Agent (on demand and as required by Myzone) all costs, expenses and taxes (including reasonable legal costs and expenses) that may be suffered or incurred by Myzone and/or a Debt Recovery Agent relating to Myzone requiring or obtaining any services from a Debt Recovery Agent and/or recovering or obtaining from the Facility any monies that are or may be due, owing or payable by the Facility to Myzone.

## **5 Licence**

- 5.1 The provisions of this Clause 5 shall apply to all System Software to be supplied under the Agreement.
- 5.2 The Facility is hereby granted by Myzone and hereby accepts a non-exclusive, non-transferable licence to use and to permit Users of the Equipment to use the System Software on (or in the case of Documentation in respect of) the Equipment at the Facility, and to use the Documentation at the Facility, in accordance with and subject to the terms and conditions of this Agreement for the Subscription Period.

- 5.3 The Facility undertakes:
- 5.3.1 not at any time to copy (other than for normal operation of the Equipment and except to the extent permitted by applicable law), reproduce, translate, adapt, vary or modify the System Software (and not to be involved in any way with any of the foregoing activities) nor to communicate the same to any third-party without Myzone's prior written consent;
  - 5.3.2 to use the Software only on the Equipment, and not to remove, add to, change or otherwise tamper with any copyright notice, legend or logo appearing in or on the Software or the medium upon which it resides; and
  - 5.3.3 not at any time to create (and/or not to be involved in any way in creating) any work based on or in any way derived from the Myzone System or any Myzone Materials.
- 5.4 The Licence hereby granted shall continue in force unless and until terminated in accordance with Clause 4.4, Clause 7, Clause 9 and/or any other terms and conditions in this Agreement.
- 5.5 All rights not expressly granted to the Facility under this Agreement are hereby reserved by Myzone or by its licensors.

## **6 Support Services**

Subject to payment of the applicable Licence Charges, the Facility will be entitled to receive the Support Services for the relevant Subscription Period in accordance with and subject to the terms and conditions of this Agreement.

## **7 Software Warranty**

- 7.1 Myzone warrants that it will use reasonable endeavours to ensure that the System Software (excluding the Documentation) will operate in all material respects in accordance with the Documentation whilst the Licence described in Clause 5 remains valid and in force (the "Warranty Period"). If, within the Warranty Period, the Facility notifies Myzone in writing of any defect or fault in the System Software in consequence of which it fails to conform in any material respect to the Documentation, and such defect or fault does not result from the Facility, or anyone acting with the authority of the Facility, having amended the System Software or used it outside the terms of the Licence for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by Myzone, Myzone shall, at Myzone's option, do one of the following:
- 7.1.1 repair the System Software;
  - 7.1.2 replace the System Software; or
  - 7.1.3 terminate the Licence immediately by notice in writing to the Facility and refund any Licence Charges paid by the Facility as at the date of termination (less a reasonable sum in respect of the Facility's use of the System Software to the date of termination) on return of the System Software and all copies thereof, provided the Facility provides all the information that may be necessary to assist Myzone in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable Myzone to re-create the defect or fault.
- 7.2 Myzone does not warrant, represent and/or provide any other assurances that the use of the System Software will be uninterrupted or error-free.
- 7.3 The Facility acknowledges that the System Software has not been developed to meet the individual requirements of the Facility.
- 7.4 All other conditions, warranties or other terms which might have effect in relation to the provision by Myzone to the Facility of the Myzone System or which may be implied or incorporated into the Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded by Myzone and the Myzone Group to the fullest extent permitted by applicable law, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

7.5 Myzone warrants that it has used commercially reasonable efforts to check the System Software for Malware, but Myzone cannot and does not warrant, represent and/or provide any other assurances that the System Software will be uninterrupted, error free and/or free from all known Malware.

7.6 Myzone warrants that it has the necessary and relevant right and authority to grant the Licence to the Facility in accordance with and subject to the terms and conditions of this Agreement.

## **8 Confidentiality**

8.1 All information, drawings, specifications, documentation, software listings, source or object code which Myzone may have imparted and may from time to time impart or disclose to the Facility relating to the Myzone System are proprietary and confidential to Myzone. The Facility agrees that it shall use the same only in accordance with the provisions of the Agreement for the proper operation of the Myzone System and that it shall not at any time during or after expiry or termination of the Agreement disclose the same, whether directly or indirectly, to any third-party without Myzone's prior written consent.

8.2 Each party (**Recipient Party**) agrees that it shall not itself or through any affiliate, agent or third-party at any time during this Agreement and/or thereafter use and/or disclose any Confidential Information of the other party (**Disclosing Party**) for any purpose except to the extent reasonably required by it for performing its obligations in this Agreement (including disclosure by the Recipient Party to those of its employees, officers or professional advisers on a strictly "need to know" basis as is reasonably required and necessary for the implementation of this Agreement and where such employees, officers and professional advisers are under a written duty of confidentiality to Recipient Party).

8.3 Nothing in this Clause 8 shall prevent the disclosure or use by a Recipient Party of any information of the Disclosing Party, to the extent to which it is or hereafter becomes, through no fault of the Recipient Party (including no fault of any third party that the Recipient has disclosed the relevant confidential information including any of its employees, officers and/or professional advisers), public knowledge or to the extent permitted by law.

8.4 The parties hereby expressly agree that notwithstanding any terms and conditions in this Agreement, Myzone (and Myzone's Group and/or associated or connected companies) shall from time to time and for the term of this Agreement and thereafter be entitled to use the Facility's name, logos and details in relation to communicating with Users and/or for Myzone's and Myzone's Group and/or associated or connected companies general marketing materials and activities.

## **9 Term and Termination**

9.1 This Agreement shall continue in full force and effect for the Subscription Period and for any renewals of or extensions to the Subscription Period in accordance with and subject to the terms and conditions of this Agreement. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may upon written notice to the other party terminate the Agreement:

9.1.1 if the other party commits a material breach of any of the provisions of the Agreement and, in the case of a breach capable of remedy, fails to remedy the breach within thirty (30) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied or if the Facility notifies Myzone that it wishes to terminate this agreement pursuant to clause 4.4 of this Agreement; or

9.1.2 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement; or

9.1.3 upon the other party passing a resolution for winding-up or having a petition to wind up presented against it or going into liquidation, whether voluntary or compulsory (save for the purposes of amalgamation or reconstruction where the amalgamated or reconstructed company agrees to adhere to the Agreement) or suffering a winding-up order being made against it or going into administration; or

9.1.4 if the other party proposes a voluntary arrangement (if in the United Kingdom within the meaning

- of Section 1 or Section 253 of the Insolvency Act 1986, or an interim order is made in relation to Myzone under Section 252 of the Insolvency Act 1986), or any other steps are taken or negotiations commenced by that party or any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving the other party and any of its creditors; or
- 9.1.5 if a receiver or administrative receiver or administrator is appointed or an encumbrancer takes possession of the undertaking or assets (or any part thereof) of the other party; or
- 9.1.6 if the other party is unable to pay its debts (if in the United Kingdom within the meaning of Section 123 of the Insolvency Act 1986 or any statutory re-enactment or modification thereof) as they fall due or ceases to or threatens to cease to carry on its business or enters into a composition with its creditors; or
- 9.1.7 the other party takes or suffers any action similar or analogous to the events described in Clauses 9.1.3, 9.1.4, 9.1.5 or 9.1.6 in any jurisdiction in consequence of debt.
- 9.2 Myzone may terminate the Agreement immediately and at any time (and without any liability of whatever nature and howsoever arising) if the Facility undergoes a Change of Control and/or if the Facility in any way does not within 30 days of the relevant date for payment pay in full any and all monies that may be due, owing and/or payable by the Facility to Myzone.
- 9.3 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect. The Subscription Fee for the relevant Subscription Period shall at all times remain payable by the Facility to Myzone and shall be paid by the Facility to Myzone notwithstanding any termination or expiry of this Agreement.
- 9.4 On termination or expiry of this Agreement for any reason:
- 9.4.1 all rights granted to the Facility under this Agreement shall cease;
- 9.4.2 the Licence shall immediately terminate, and the Facility shall return and make no further use of the System Software and shall cease all activities authorised by this Agreement; and
- 9.4.3 the Facility shall immediately pay to Myzone all Licence Charges and/or all of the Subscription Fee (and/or remaining amount of the Subscription Fee that has not at the relevant time been paid by the Facility to Myzone) for the relevant Subscription Period and/or any other monies that may be due, owing and/or payable to Myzone;
- 9.4.4 if (and only if) the Facility has terminated this Agreement within the first 30 days of the Initial Term in accordance with and subject to the provisions of clause 4.4 of this Agreement then the Facility will be refunded the Subscription Fee in full. In these circumstances and subject to the terms and conditions of this Agreement and provided always that the Facility is not in breach of any of the terms and conditions of this Agreement prior to and/or at the time of serving notice of termination of this Agreement on Myzone in accordance with clause 4.4, the Subscription Fee that: (i) has already been paid by the Facility to Myzone in cleared funds will be refunded by Myzone to the Facility; and (ii) which has not yet been paid to Myzone but which is due, owing or payable by the Facility to Myzone will be credited by Myzone to the Facility via a credit note. If the Facility is in breach of any of the terms and conditions of this Agreement prior to or at the time of serving notice of termination in accordance with clause 4.4 or does not follow Myzone's instructions (Myzone acting reasonably) at any time in relation to the Facility complying with this Agreement and/or ceasing to use the Myzone System then, without prejudice to any other Myzone's rights and remedies, Myzone shall not be obliged to refund or credit note the Subscription Fee for the Unused Period to the Facility;
- 9.4.5 the Facility shall immediately destroy or return to Myzone (at Myzone's option) all copies of the System Software then in the Facility's possession, custody or control and, in the case of destruction, certify to Myzone that the Facility has done so; and
- 9.4.6 the accrued rights of the parties as at termination, or the continuation after termination of any

provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

## **10 Myzone's Liability**

- 10.1 This Clause 10 prevails over all other clauses in this Agreement.
- 10.2 Notwithstanding any other clauses in this Agreement, neither party excludes or limits its liability to the other party for:
- 10.2.1 death or personal injury caused by its negligence
  - 10.2.2 fraud or fraudulent misrepresentation;
  - 10.2.3 breach of the other party's Intellectual Property rights; or
  - 10.2.4 breach of its obligations in respect of the other party's Confidential Information.
- 10.3 Myzone shall not in any circumstances have any liability for any losses or damages which may be suffered and/or incurred by the Facility which fall within any of the following categories:
- 10.3.1 special damage even if the Myzone was aware of the circumstances in which such special damage could arise;
  - 10.3.2 loss of profits (direct and/or indirect);
  - 10.3.3 loss of anticipated savings;
  - 10.3.4 loss of business opportunity, sales, business, potential customers and/or Users;
  - 10.3.5 loss of agreements or contracts;
  - 10.3.6 loss of goodwill and/or reputation;
  - 10.3.7 any loss, damage and/or corruption of any data; and/or
  - 10.3.8 any indirect or consequential loss.
- 10.4 Subject to clauses 10.1, 10.2 and 10.3, the total maximum aggregate liability of Myzone in respect of all loss and/or damage of whatever nature and howsoever arising to tangible property of the Facility caused by and/or arising out of Myzone's negligence and/or acts and/or omissions shall not exceed one million GBP £1 million (1,000,000) pounds sterling.
- 10.5 Subject to the provisions of Clauses 10.2 and 10.3 and 10.4, the total maximum aggregate liability of Myzone in respect of all claims by the Facility under the Agreement shall not in any circumstances exceed the higher of: (i) a sum equal to the total Licence Charges paid by the Facility to Myzone in the first 12 months of this Agreement; or (ii) due or payable from the Facility to Myzone during the current Subscription Period, however that liability arises including (without limitation) breach of contract, tort, misrepresentation or breach of statutory duty.
- 10.6 Myzone shall not be liable to the Facility for any loss not flowing directly and naturally in the ordinary course of events from Myzone's own act or omission.
- 10.7 The Facility shall at all times be fully and entirely responsible for all matters relating to the use and processing of the Facility Data including ensuring that the Facility Data is kept safe and secure and ensuring that the Facility complies with all Data Protection Laws in relation to the Facility Data. Myzone shall not be liable for any deletion, destruction, damage, and/or other loss of and/or liability in relation to any Facility Data not directly attributable to any act or omission on the part of Myzone or any person acting for and on behalf of Myzone and pursuant to the written instructions of Myzone.
- 10.8 The Facility hereby acknowledges that:

- 10.8.1 Myzone's obligations under the Agreement accord with the Facility's expectations and are fair and reasonable;
  - 10.8.2 some limitation of liability is to be expected and the Facility has entered into this Agreement in its own commercial interests and having had the opportunity to seek professional advice including legal advice; and
  - 10.8.3 the limitations of liability are fair and reasonable in the light of:
    - (a) the price and / or Licence Charges to be paid; and
    - (b) the nature of the products and/or services supplied.
- 10.9 In the absence of fraud, no oral or written information or advice given by Myzone shall create a warranty or give rise to any other liability other than as expressly assumed in the Agreement.

## **11 Intellectual Property Rights**

- 11.1 The Facility acknowledges that any and all right, title and interest including all Intellectual Property Rights used, subsisting and/or created in or in connection with the Myzone System including the System Software, Equipment and other parts thereof (as developed from time to time) and the Myzone Data (including all updates, modifications and/or changes to the Myzone System including the System Software, Equipment and Myzone Data) are and shall be at all times the property of and owned entirely by Myzone and/or their respective manufacturer and/or licensor, and the Facility shall not in any circumstances during the term of this Agreement and/or at any time after the completion, expiry or termination of the Agreement in any way question or dispute the ownership thereof. Except to the extent expressly provided for in the Agreement, all Intellectual Property Rights shall remain the property of the party owning or creating the same provided always that all rights, title and interest (including all Intellectual Property Rights) that exist and/or are created in relation to the Myzone System, System Software, Equipment and Myzone Data shall at all times belong to and be owned by Myzone and/or their respective manufacturer and/or licensor and shall not in any event and in any way belong to and/or be owned by the Facility.
- 11.2 Myzone does not have and shall not by virtue of providing the Myzone System acquire, any right of ownership in or title to any Facility Data, including data produced or owned by the Facility provided that Myzone is hereby granted and provided with a royalty free, non-exclusive and sub-licensable licence to use the Facility Data to the extent required by Myzone (if at all) in relation to providing the goods and/or services to the Facility in accordance with and subject to the terms and conditions of this Agreement.
- 11.3 The Facility does not have, nor shall it acquire, any right of access or ownership in or title to any data generated by a User's use of a Myzone Device purchased by or issued to that User, or uploaded by a User to any website owned or operated by or on behalf of Myzone or any affiliate of Myzone.
- 11.4 The Facility shall indemnify and hold harmless Myzone, its officers, directors and employees against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Facility's use of the System Software or Myzone Materials, provided that:
- 11.4.1 the Facility is given prompt written notice of any such claim;
  - 11.4.2 Myzone provides, at the Facility's expense, reasonable co-operation to the Facility in the defence and settlement of such claim; and
  - 11.4.3 the Facility is given sole authority to defend or settle the claim.
- 11.5 Myzone shall indemnify and hold harmless for any amounts awarded in judgment or settlement against the Facility, its officers, directors and employees in respect of any award by a court of competent jurisdiction that the Facility's use of the Myzone System in accordance with the Agreement infringes the Intellectual Property rights of any third party, provided that:
- 11.5.1 Myzone is given prompt written notice of any such claim;
  - 11.5.2 the Facility provides, at Myzone's reasonable expense, reasonable co-operation to Myzone in the

defence and settlement of such claim; and

11.5.3 Myzone is given sole authority to defend or settle the claim.

11.6 In the defence or settlement of any claim referred to in clause 11.4, Myzone may obtain for the Facility the right to continue using the Myzone System, replace or modify the affected component of the Myzone System so that it becomes non-infringing or, if such remedies are not reasonably available, terminate the Agreement without liability to the Facility. Myzone shall have no liability if the alleged infringement is based on:

11.6.1 any modification of the Myzone System not made by or on behalf of Myzone; or

11.6.2 the Facility's use of the Myzone System in a manner contrary to the instructions given to the Facility by Myzone; or

11.6.3 the Facility's use of the Myzone System after notice of the alleged or actual infringement from Myzone or any appropriate authority; or

11.6.4 the combination of the Myzone System with any other service, software, or system not provided by Myzone.

11.7 This Clause 11 sets out the Facility's only rights and remedies, and Myzone's entire obligations and liability, for infringements of any third party's Intellectual Property Rights.

## **12 Notices**

12.1 Any notice required to be given under the Agreement shall be in writing and shall be sent by email to the other email address as notified by that party for such purpose from time to time on the Myzone System.

12.2 A notice shall be deemed to have been received on the first working day following despatch.

## **13 Force Majeure**

13.1 Neither Myzone nor any of its employees, agents or sub-contractors shall be deemed in breach of the Agreement or under any liability whatsoever to the Facility for failure or delay in performing any obligation under the Agreement, if the delay or failure resulted from circumstances beyond its reasonable control including any failure or interruption of the internet or other communication system owned or controlled by third parties.

13.2 Myzone will not be liable for any defect in or failure of any product or services not provided by or on behalf of Myzone (a "**Third Party Default**"), and shall not be liable for any delay to or interruption or failure of the Myzone System to the extent that such delay, interruption or failure is attributable to a Third Party Default.

## **14 Waiver**

Failure or neglect by Myzone to enforce at any time any of the terms of the Agreement shall not be construed nor shall be deemed to be a waiver of Myzone's rights hereunder nor in any way affect the validity of the whole or any part of the Agreement nor prejudice Myzone's rights to take subsequent action.

## **15 Severability**

15.1 Subject to clause 15.2, if any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

15.2 In the event that any or any part of the Agreement shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provision shall to that extent be severed from the remaining Terms which shall continue to be valid and enforceable to the fullest extent permitted by law.

## **16 Assignment**

- 16.1 The Facility shall not, without the prior written consent of Myzone, assign, transfer, charge, sub-contract and/or deal in any other manner (in whole or in part) with all and/or any of its rights and/or obligations under the Agreement, except in the case of a transfer to a bona fide purchaser of the whole of the business of and all shares in the Facility, and subject to the purchaser first entering into a written agreement with Myzone to comply with the obligations of the Facility as if the purchaser were a party to the Agreement.
- 16.2 Myzone may at any time assign, transfer, charge, sub-contract and/or deal in any other manner (in whole or in part) with all and/or any of its rights or obligations under the Agreement.

## **17 Entire Agreement**

- 17.1 The Agreement, and any documents referred to in them, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover whether or not in writing, and whether existing prior to or at the same time as this Agreement.
- 17.2 Each of the parties acknowledges and agrees that in entering into the Agreement it does not rely on and shall have no remedy in respect of any statement of fact or opinion, any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether or not party to the Agreement) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement.
- 17.3 The terms and conditions in this Agreement shall in all circumstances prevail over and replace the terms and conditions in any Facility terms and conditions including any terms and conditions in any purchase order and/or document that is not produced and provided by Myzone and which may relate to the subject matter of this Agreement.
- 17.4 Nothing in this Clause 17 shall operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

## **18 Relationship of The Parties**

- 18.1 The parties are independent contractors. Nothing in the Agreement is intended to or shall operate to create a partnership or joint venture between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 18.2 The Facility hereby agrees that it will incorporate the terms and conditions of this Agreement into all of the Facility's terms and conditions regarding use of the Myzone System (including the System Software, Equipment and Myzone Data) including but not limited to any User terms and conditions to ensure compliance with this Agreement by the Facility and all parties that may use the Myzone System (including the System Software, Equipment and Myzone Data) and the Facility shall include provisions in such terms and conditions to allow Myzone to enforce those contractual rights relating to the Myzone System (including the System Software, Equipment and Myzone Data) against those third parties directly.

## **19 Third Party Rights**

- 19.1 The Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, any other person. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 19.2 Each party confirms that it does not need to obtain the consents or permissions of any third parties in order for them to enter into this Agreement and if any such consents or permissions are required under law or otherwise then they have been obtained by the relevant party.

## **20 Dispute Resolution**

- 20.1 In the event of any dispute arising out of or in relation to the Agreement, the parties shall first use their respective best endeavours to consult and negotiate with each other in good faith and, recognising their mutual interests, attempt to reach a settlement of the dispute satisfactory to both parties. To such end the parties shall within 10 working days of a dispute arising convene a meeting between their authorised representatives and any other relevant members of management having regard to the matter under discussion (together, "Appointed Persons") to attempt to resolve the dispute.
- 20.2 If the Appointed Persons agree upon a settlement of the dispute, they will sign a statement setting out its terms and the parties will ensure that it is fully and promptly carried out. If the Appointed Persons do not reach such a settlement within 20 working days of the meeting convened in accordance with Clause 20.1, the parties will refer the dispute to mediation before having recourse to litigation. The mediation shall be conducted in accordance with an Alternative Dispute Resolution procedure recommended by the Centre for Effective Dispute Resolution, London (the "ADR Procedure").
- 20.3 If the matter has not been resolved by the ADR Procedure within 30 days of the initiation of that procedure, or if either party will not participate in the ADR Procedure, the dispute shall be decided by the English Courts in accordance with Clause 21.

## **21 Governing Law and Jurisdiction**

- 21.1 This Agreement and any disputes or claims arising out of or in connection therewith will be governed by and construed in accordance with the laws of England.
- 21.2 The parties irrevocably agree that subject to the provisions of clause 20 the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement provided always that Myzone may at any time enforce any rights that it may have (including but not limited to any Intellectual Property Rights) in any territory or jurisdiction against the Facility and/or any third parties and obtain and enforce any remedies against the Facility and/or any third parties of whatever nature and howsoever arising in any territory or jurisdiction.

## IMPORTANT INFORMATION ON USE OF THE MYZONE DEVICE AND MYZONE SERVICE

### WARNING

Strenuous exercise can be dangerous for persons suffering from many medical conditions.

If you are in any doubt (and in any event if you are pregnant, or receiving medical treatment or medication) you should refrain from taking any such exercise - with or without your product - without first taking competent medical advice.

Your Myzone Device is designed only as an aid to personal training / exercise. IT IS NOT A MEDICAL DEVICE. It cannot tell you what level of exercise is safe for you, or whether you are exerting yourself beyond your safe limits. You should therefore take particular care if you are undertaking exercise in a group / class environment and are following the instructions provided by a physical instructor or trainer. It is your responsibility to check your own medical condition before undertaking any exercise.

If chest pains or any other symptoms or discomfort are experienced when using the Myzone Device, you should stop exercising immediately and seek medical attention. Myzone personnel are not medically qualified, and Myzone cannot and does not give medical advice.

**IMPORTANT:** When you register your Myzone device, Myzone applies a formula ( $HR\ MAX = 211 - (0.64 \times age)$ ) to establish your age-predicted maximum heart rate (HR MAX). This is based on population norms and is not accurate for everyone. Your HR MAX setting can be adjusted and increased by the Myzone system if samples of your heart rate data indicate the formula could be inappropriate for you. It may also be adjusted and increased manually by your club or a trainer/coach connected to your account. You will be notified if your HR MAX is adjusted in any way. **HOWEVER, THE MYZONE SYSTEM IS NOT A REPLACEMENT FOR AN ACCURATE HEART RATE TEST CONDUCTED BY A TRAINED PROFESSIONAL. IF YOU EXERCISE AND FOLLOW YOUR LEVEL OF EFFORT DEPICTED IN A MYZONE COLOR-CODED TILE YOU MUST ALWAYS CONSIDER THE WARNING ABOVE AS YOUR TILE COLOR AND PERCENTAGE OF YOUR HR MAX MAY BE INCORRECT.**

You can use your app, or contact us at [support@myzone.org](mailto:support@myzone.org) or contact your facility to readjust your HR MAX setting.

The Myzone Device must at all times be used in accordance with Myzone product use & care instructions.

### Operation and Use of the Myzone Device:

To register a Myzone Device you will require a facility code. If you have purchased your belt directly from Myzone we will allocate a facility code to you. If you have not purchased your belt from Myzone a facility code will be issued by the facility that supplied your belt. It should be noted that a belt cannot be transferred from one facility for use at another facility without the agreement of both facilities. You are responsible for obtaining and supplying Myzone with confirmation of such agreement.

Although a Myzone Device is capable of operating as a standalone device, if you wish to store data in your Myzone account you will require a facility code and an online user account.

Belts can only be registered in respect of one facility or (at the discretion of the facility operator) one chain of associated facilities at any given time.

### Product Support

You will need to register your Myzone Device before you can use it. Registration will allow you to receive support for your Myzone Device. You can find details of the support and warranty services at [www.myzone.org](http://www.myzone.org). The support services offered may change over time – we recommend you check the support available by visiting [www.myzone.org](http://www.myzone.org) from time to time. This does not affect your statutory rights.

To register your Myzone Device, we will need to collect and store some personal information about you. All personal information we gather about you will be handled in accordance with our Privacy Policy.

Different countries or states often have their own laws controlling the collection of personal information from children or young people online (for example, the Children's Online Privacy Protection Act or COPPA in the US) so, depending on your age, you may need a parent or legal guardian to provide their consent, or even to register your Myzone Device for you.