

## SCHIFTR TERMS OF SERVICE

These Terms of Service (hereinafter referred to as "Terms") apply to your use of the Schiftr mobile application, our website located at <http://www.schiftr.com> (collectively referred to as "Sites"), the platform for selling products and services related to street runners and cyclists (the "Schiftr Shop"), and other applications, software, features, tools, and services related to any of the aforementioned items (collectively, the "Services"). The Schiftr Sites are provided by Schiftr LLC, a company incorporated under the laws of the state of Florida, USA, with a registered address at 5773 Cypress Hill Rd, Winter Garden, FL 34787. The entity of the Schiftr Sites will be referred to as "Schiftr." You will be referred to herein as "you." Users of the Services will be referred to as "Users." The Schiftr Sites and the Services related to it are provided in accordance with the laws of the state of Florida, USA.

These Terms establish a direct legal agreement between you and Schiftr and explain the rules governing the use of the Services. By accessing, using, uploading, or downloading any information or materials on the Services, creating an account, or clicking "Sign Up" or any similar mechanism, you are agreeing to these Terms. If you do not agree to these Terms, do not access or use the Services. This agreement is drafted in English, and in case of a conflict between a translated version of the Terms and the English version, the latter shall prevail.

**\*\*NOTICE REGARDING DISPUTE RESOLUTION:\*\*** These Terms contain provisions governing the resolution of disputes between you and Schiftr, including an arbitration agreement. Unless you reside in the US, with limited exceptions, such an agreement will require you to submit claims to binding and final arbitration, limiting actions against Schiftr individually unless you opt out as per the instructions below.

### 1. Registration and Accounts

The Services are exclusively intended for individuals aged 16 or the minimum age required in your country to use the Services. If you are below the legal age to form a binding contract in your jurisdiction, you declare that your parent or legal guardian has reviewed and agreed to these Terms on your behalf.

To use the Services, you must register and agree to provide true, accurate, current, and complete information about yourself. Promptly maintain and update your data. If Schiftr has reason to suspect that your data is inaccurate, it may suspend or terminate your account. You are responsible for maintaining the confidentiality of your password and notifying Schiftr of any unauthorized use.

## 2. Content

Schiftr values respect for others and the originality of creation. By using the Services, by submitting, displaying, distributing, or making available content (collectively, "Content"), you grant Schiftr rights to use that Content in connection with the Services. Content must be true, non-threatening, not violate copyrights or other third-party rights, and not contain viruses or harmful material.

Schiftr reserves the right to filter or remove Content that violates these Terms. The use of Content is governed by Schiftr's Privacy Policy.

## 3. Use of the Services

User Conduct:

- The Services are intended for users aged 16 or older.
- Comply with applicable laws and export restrictions.
- Use the Services only for private and personal purposes.
- Do not share login credentials or create additional accounts after deactivation.
- Do not use automated means to access the Services.
- Do not interfere with the operation of the Services or harm other users.

User Interactions:

- Schiftr does not guarantee the truthfulness or security of interactions between users.
- Users should use common sense when dealing with each other.
- When sharing information with other users, Schiftr may require contact information, processing it in accordance with privacy terms.

These are general guidelines, and continued use of the Services indicates your agreement with these Terms. Schiftr reserves the right to update or modify these Terms at any time. Please contact us at [info@schiftr.com](mailto:info@schiftr.com) to report misuse or violations.

## 4. Privacy

By creating an account, you provide personal information that may be considered personal data according to applicable law. By using our Services, you agree to the collection, use, and sharing of personal data, as detailed in our Privacy Policy.

If you choose to allow our Services to interact with third parties (such as social networks), you grant us permission to use the information shared by these third

parties. We recommend carefully reading the terms of third parties to understand what information may be shared with us.

## 5. Cookies

When visiting or interacting with our Services, Schiftr and our authorized partners may use cookies to store information. By accepting these Terms, you agree to the use of cookies by Schiftr, as explained in our Cookie Policy.

## 6. Termination and Cancellation

You can terminate your account and use of the Services at any time. Schiftr reserves the right to terminate your account immediately, without prior notice, for reasons including violations of the Terms, requests from authorities, prolonged inactivity, among others. Termination may result in the removal of access to the services and deletion of information associated with your account.

## 7. Site Policies, Modifications, and Severability Clauses

Schiftr may change the Services, add or remove features, or interrupt the Services at any time without notice. We recommend reviewing our policies, including Privacy and Cookies, in addition to the Schiftr help page. Changes to these Terms will be effective upon publication.

## 10. Third-Party Services

Schiftr may provide links to products, services, or resources from third parties. By interacting with these third parties, you acknowledge that you are dealing directly with them, not with Schiftr. Schiftr is not responsible for the terms, products, or actions of third parties.

## 11. Intellectual Property

The Services, software, data, and content are protected by intellectual property laws. You agree not to modify, sell, or create derivative works. Schiftr grants a limited license to use the Services, subject to the Terms.

## 12. Your Feedback

We appreciate your feedback on the Services. By providing feedback, you grant us a license to use it. Please avoid sending feedback that you do not wish to license to us.

### 13. Disclaimer of Warranties and Liability

The Services are provided "as is" and without warranties. Schiftr is not responsible for failures in the Services or transactions with third parties. We recommend using common sense and caution.

### 14. Indemnification

You agree to indemnify Schiftr for claims related to your use of the Services. Schiftr may terminate the Services at any time without liability to you.

### 15. Termination

Schiftr may terminate the Services at any time, with or without reason, with or without prior notice. Provisions regarding privacy, refunds, and others will survive termination.

### 16. General Provisions

A. Applicable Law and Jurisdiction: These Terms are governed by the laws of Florida.

B. Arbitration: Disputes will be resolved through arbitration, individually, in accordance with the rules of the American Arbitration Association.

C. Other Provisions: Schiftr's failure to exercise a right does not constitute a waiver. If any provision is invalid, the court will seek the parties' intent. Notifications may be sent by email or posted on the Services.

D. Contact: Please contact us at [info@schiftr.com](mailto:info@schiftr.com).

### 17. General Terms

These Terms constitute the agreement between you and Schiftr, replacing previous agreements. Waiver of class actions is agreed upon, but you can opt out. Claims must be filed within one year.

### 18. General

No joint venture or partnership relationship exists between you and Schiftr. The Terms are the complete agreement. Schiftr's failure to exercise a right is not a

waiver. If a provision is invalid, the others remain valid. Schiftr may transfer its rights under the Terms.

We hope these terms are clear and understandable. If you have questions, please contact us at [info@schiftr.com](mailto:info@schiftr.com).