

General terms and conditions for the use of the "B2Mission" app

1. Scope of application

These General terms and conditions (hereinafter: "GTC") constitute a contract of use between us, Infront Sports & Media AG, Grafenauweg 2, 6302 Zug (hereinafter: "B2Mission", also "we") and the respective user (hereinafter uniformly: "user") of our software application "B2Mission" in the respective current version (hereinafter: "app").

The subject matter of the user agreement is the free use of the app and the services offered by the app by the user. B2Mission provides the app to the user in the most current version and allows him to use the app in accordance with these GTC and limited to the period of use. The duration of the use of the app by the user is limited to a fixed period for which the user has received an activation code (hereinafter: "mission").

Our app is aimed exclusively at natural persons who are at least 16 years old.

2. Offer from B2Mission

2.1 Our app, activation codes

Our app is a digital companion for sporting competitions, with which the user can collect points for himself and his team alone or in a team in a time-limited environment, especially in the context of so-called orienteering races (henceforth: "Challenges"). Points can be collected not only in the context of Challenges, but also for each kilometre run or cycled by a user in his or her free time. The aim is to promote exercise, team spirit and motivation in companies in a playful way.

To use the app, the user needs a user account (section 3). The user receives the activation code required for participation in a mission from a company (henceforth: "team captain"). Within the scope of the mission, the user is organised with other users in a team specified by the team captain. During the period of use, each user can complete an unspecified number of Challenges alone or in a team. The app provides various functions designed for collecting points during the mission. Within the scope of the Challenges, users can, for example, find GPS points, complete light sporting exercises or answer multiple choice questions. The Challenges can be completed in predefined, different cities in Switzerland. The Challenges do not involve predefined, tested routes, but GPS points. Within the framework of a Challenge, the user must choose his or her own route. The aim of a Challenge is to reach as many of the specified GPS points as possible, to fulfil any tasks that may be set there and thus to collect as many points as possible. B2Mission is not the organiser of the Challenges or the provider of the routes and leaves the exact design of the same to the users, who must adapt it to the external conditions. B2Mission does not check possible routes that the user chooses independently, nor does it check the GPS points provided. In particular, B2Mission does not check whether the GPS points and the paths available in these areas are accessible without danger and may be entered. Kilometres walked or cycled outside the Challenges are also rewarded with points. The user can also follow the progress of other users and teams and measure their achievements against those of other users.

The start and duration of the user's use of the app is limited to the duration of the respective mission for which the team captain has purchased the respective activation code ("usage period").

2.2 Health, disclaimer

The health of the user is important to us and we strive to ensure that the user improves his or her fitness by using the app. However, the use of the app and participation in the mission and Challenges is at the user's own risk.

We therefore recommend that the user always consults a doctor before implementing any sporting, nutritional or health-related advice received through the app from B2Mission or from B2Mission's partners or other users. This applies in particular to pregnant women and nursing mothers, as well as those with known health restrictions and allergies.

The information and services offered on the app do not constitute medical advice or a substitute for medical examination or treatment or for advice from a pharmacist. B2Mission also does not guarantee that such information and services - even if they come from qualified experts - correspond to current research results. Insofar as instructions are conveyed to the user through the app, the user is responsible for checking whether the implementation of these instructions is safe for the user's health.

During the use of the app, in particular if this takes place within public road traffic, the user must pay particular attention to other road users and choose his or her route in such a way that he or she does not violate any legal regulations regarding participation in road traffic.

2.3 Drawing of prizes

As part of the B2Mission app, prizes may be drawn among certain qualified users for motivational reasons. Apple and GooglePlay are not sponsors of these competitions or prizes in the B2Mission app and are not involved in them in any way. Persons 18 years and older are eligible to participate.

3. User account, conclusion of contract

In order to use the services of our app, the user must open a user account. By doing so, the user creates a user profile and concludes a user contract with B2Mission in accordance with these GTC.

3.1 Registration process via the Internet

To open a user account, the user must register in the B2Mission app via email, Facebook, Gmail or Apple. In the case of registration via email, the user enters their name, email address and a password of their choice. After completing the registration process, the user will first be sent an email for security reasons, asking the user to verify their registration and email address by clicking on the "Register" button. The registration process is completed by the user clicking on this button. After completing the registration process, the user can log in to the app with his or her access data.

In the case of registration via Facebook, Gmail or Apple, the user enters his/her corresponding log-in data of the service. In the course of registration, the user then expressly agrees to these GTC.

Via the access code provided by the team captain, the user activates the app and is automatically assigned to his team.

3.2 Conclusion of contract between B2Mission and the user

The contract of use between the user and B2Mission (as operator of the app) in accordance with these GTC is concluded when the user clicks on the "Register" button and completes the registration process; the user has no right to conclude a contract of use or to use the app.

3.3 Corrections of input errors

Any input errors can be corrected at any time during the registration process in the input mask provided. The process can also be cancelled until registration via the "Register" button.

4. Charge

The use of the app is free of charge for users.

5. Rights of use of the user

The B2Mission app contains content (e.g. texts, videos, images, etc.) to which B2Mission is entitled to rights (e.g. rights of use under copyright law) ("B2Mission Content"). B2Mission grants the user the non-exclusive right to private (non-commercial) use of the app and the B2Mission content on his end device for the period of use in accordance with these GTC. The user is not permitted to use B2Mission content outside the app, in particular to reproduce it publicly on websites, unless and insofar as the user is not permitted to make certain content publicly available through a function integrated into the app (e.g. sharing content on social networks). The right to use the B2Mission content ends with the expiry of the usage period.

6. User content

B2Mission enables its users to upload texts, images and other media content to the app ("user content"), to store them in their user profile, to share them there with other users and to use them in other ways.

6.1 Compliance with legal requirements

The user is responsible for compliance with the legal regulations for the user content. B2Mission does not check the user content and does not adopt it as its own. However, B2Mission reserves the right to delete user content in the event of a breach of these GTC or of legal provisions.

6.2 Rights to user content

The user grants B2Mission free of charge the simple (non-exclusive) rights of use to all user content, unlimited in terms of content, to use the user content worldwide for commercial purposes, in particular to provide the service through the app. B2Mission is therefore entitled in particular to use the user content within the app, among other things to store, reproduce and publicly reproduce it, as well as to transfer rights of use to the user content to third parties and to grant third parties further rights of use. B2Mission is also entitled to edit the user content, provided that this does not adversely affect any interests under copyright law. The aforementioned authorisation of B2Mission to use the user content ends two (2) weeks after the end of the user agreement (clause 11).

6.3 No infringement of third party rights by user content

The user is obliged not to infringe any third party rights, in particular personal rights of other users or intellectual or industrial property rights of third parties (e.g. copyrights, designs, trademark rights, etc.) by loading and publishing user content in the app.

The user therefore undertakes in particular to:

- Only upload images, texts and other user content to the app, store them in his or her user profile or otherwise use them within the app if he or she holds the corresponding rights of use or is legally entitled to do so;
- to respect the personal rights of other users and not to publish any insulting and/or defamatory statements and/or untrue allegations in relation to other users.

6.4 Indemnification

The user is obliged to indemnify B2Mission against claims of third parties in the event of a culpable breach of the aforementioned obligations of the regulation according to clause 6.3. The indemnification also includes the reasonable costs of legal defence of B2Mission.

7. Obligations of the user

The user further undertakes,

- not to publish any pornographic, racist, inciting, violence-glorifying or discriminatory content, regardless of whether this constitutes a criminal offence;
- to treat his or her access data confidentially and not to disclose it to any third party;
- not to send messages to several other users at the same time (e.g. chain letters, spam or other mass mails);
- not to interfere with the app by technical or electronic means which affect the integrity of the app or which have the purpose of reading out contents of the app - regardless of whether these are contents of B2Mission or contents of users;
- not to engage in advertising.

The user shall be responsible for ensuring that important personal data is backed up externally (e.g. on external data carriers).

8. Text and data mining

B2Mission reserves the right to make reproductions and extractions for the purpose of text and data mining.

9. Guarantees, liability for defects

B2Mission does not guarantee,

- that the app will work without errors and will be available at all times or completely or without errors;
- that the GPS points specified in the Challenges are actually freely accessible and can be reached by the user without any hazards (for example, due to the nature of the terrain, road traffic, the presence of construction sites, etc.);
- that the success desired by the user, for example the improvement of his fitness, motivation or team spirit, is achieved through the use of the app. B2Mission does not owe the user any success.

B2Mission warrants that the app is in the contractual condition at the time it is made available. B2Mission provides updates to the app. The user is free to download and install the respective update. If the user does not install the updates provided by B2Mission, B2Mission shall not be liable for deviations from the contractual condition of the app that are attributable to the absence of the corresponding update.

The user's statutory claims based on defective performance shall remain unaffected in any case.

10. Liability

B2Mission shall be liable, including for its legal representatives and vicarious agents, without limitation only in the event of (a) intent or gross negligence, (b) injury to life, limb or health, (c) to the extent of a guarantee assumed by it and (d) under the Product Liability Act.

B2Mission's liability for breach of material contractual obligations due to slight negligence is limited to the amount of damage that is foreseeable and typical for the type of transaction. Material contractual obligations are obligations which protect the customer's legal positions which are material to the contract and which the contract is intended to grant to the customer in accordance with its content and purpose; material contractual obligations are also obligations the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the customer has regularly relied and may rely.

B2Mission shall not be liable for the rest.

11. Term, termination

The user agreement ends without the need for termination at the end of the period of use. It may be terminated by either party at any time, whereby B2Mission may not terminate the agreement at an inopportune time unless there is good cause. Termination may be effected in text form, whereby an e-mail shall suffice. The user may give notice of termination by sending an email to info@b2mission.ch.

The right to terminate for good cause remains unaffected for both parties. B2Mission is in particular entitled to terminate the user contract with immediate effect and to delete the user account if the user seriously or repeatedly violates the provisions of these GTC. With the deletion of the user account, all data stored in connection with the respective user will also be deleted.

12. Applicable law

Unless mandatory statutory provisions to the contrary apply, Swiss law shall be exclusively applicable. This choice of law does not affect the assertion of tort claims or the possible applicability of mandatory consumer protection provisions under the law of the state in which the user has his habitual residence.

13. Jurisdiction

The exclusive place of jurisdiction for all disputes arising from this contract is - as far as permissible - Zug.

14. Contract language

The contractual language is German.

15 Changes to the GTC

B2Mission reserves the right to amend the GTC if this is necessary due to changes in the legal, regulatory or technical framework conditions.

Amendments to the GTC shall be offered to the user by e-mail no later than two weeks before the proposed date of their coming into effect.

The user's approval of B2Mission's offer shall be deemed to have been granted if the user has not notified B2Mission of his rejection before the proposed date on which the changes are to take effect. B2Mission shall specifically draw the user's attention to this effect of approval in its offer. B2Mission will then use the amended version of the GTC as the basis for the licence agreement.

In the event of timely rejection of the offer by the user, B2Mission reserves the right of ordinary termination.

16. Storage possibility

These GTC can be accessed at any time in the app or at: <https://www.b2mission.ch/gtc-app>. It is also possible to download, save and print the GTC.

17. Severability clause

Should individual provisions of these GTC be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected thereby.

18. Data protection information

We provide information about which data of the user is processed in which way in connection with his or her use of the app in our data protection information, which can be accessed here: <https://www.b2mission.ch/data-protection>.

19. Provider information

The app is an offer of the

Infront Sports & Media AG
Grafenauweg 2
6302 Zug

Further information can be found in the imprint: <https://www.b2mission.ch/imprint>.

If there are any differences between the French, English, Italian and German versions of these general terms and conditions for the use of the "B2Mission" app, the German version will always apply.

Zug, 19.01.2021