

Fitpass

HealthTrack – Terms of Use

Last updated: 21.11.2025

1. Who we are and how to contact us

HealthTrack (the “**App**”) is a wellbeing and fitness mobile application provided by AA Sport d.o.o. under licence from Rolla Holdco Limited. In these Terms, “**AA Sport d.o.o.**”, “**AA Sport**”, “**we**”, “**us**” or “**our**” refers to AA Sport d.o.o. a company registered in Bosnia and Herzegovina, with registered office at Džavida Haverića 6, 71000 Sarajevo, Bosnia and Herzegovina and company number 4202413650000. Rolla Holdco Limited (company no. 15291645), whose registered office is at 2 New Bailey, 6 Stanley Street, Salford, Greater Manchester, United Kingdom, M3 5GS (“**Rolla**”) together with its affiliates, creates, maintains and licenses the App to AA Sport. Accordingly, these Terms govern your relationship with AA Sport as the provider of the HealthTrack and services, while protecting the rights of Rolla as the licensor and technology provider.

If you have any questions about these Terms or your use of the App, please contact AA Sport at kontakt@fitpass.ba.

2. Acceptance of these Terms

By downloading, installing, creating an account on or otherwise using the App, you confirm that you have read, understood and agree to be bound by these Terms of Use (the “**Terms**”) and our Privacy Notice. If you do not agree to these Terms, you may not access or use the App.

You must be of legal age in your jurisdiction to form a binding contract and the App is not offered to children who cannot lawfully consent to the processing of their personal data.

3. Definitions

- **App** – the Fitpass mobile application HealthTrack (including updates and enhancements).
- **Services** – all features, functionalities and other services provided through the App.
- **Content** – any text, graphics, images, audio, video, information, suggestions, guidance, metrics or other material made available in the App.
- **End User** – you, as an individual who downloads, installs or uses the App under these Terms; End Users may be our customers, members or employees.
- **User Content** – any content you upload, post, transmit or otherwise make available through the App (for example, profile information or photos).
- **Band** - refers to the smart wearable device, produced by Rolla, that connects with the App to collect activity, movement, heart rate, sleep and other fitness-related data. The Band communicates with the App to display metrics, generate insights, and enable certain features.

4. Purpose of the App and important health notices

The App is designed to support an active and healthy lifestyle by allowing you to track steps, workouts, heart rate, sleep, calorie intake and other fitness metrics. It may provide educational material and recommendations based on the information you provide.

The App and any Content are provided for general informational purposes only. Do not use the App or Content as a substitute for professional medical advice, diagnosis or treatment.

The Band is not a medical device and App does not provide or endorse medical or clinical advice, diagnostics or services. Always consult a doctor or qualified health professional regarding any questions about your health or before making decisions based on information obtained through the App. Do not disregard professional medical advice or delay seeking it because of anything you have read or seen on the App.

5. Registration and your account

To use features of the App, you need to create an account. When registering you agree to:

1. provide accurate, current and complete information about yourself (such as your age, height and weight);
2. keep your login credentials confidential and not share them with anyone else;
3. promptly update any information you provide to keep it accurate and complete; and
4. take responsibility for all activities that occur under your account.

We reserve the right to suspend or terminate your account if any information you provide is inaccurate or incomplete or if you violate these Terms.

6. License to use the App

By installing and using the App, you receive a personal, revocable, non-exclusive, non-transferable and non-sublicensable licence to use it solely for your personal, non-commercial wellbeing and fitness purposes, in accordance with these Terms.

This licence does not transfer any ownership rights in the App or its content to you.

Except as expressly permitted by applicable law, you must not:

- copy, modify, adapt, translate or create derivative works of the App or any portion of the Services;
- reverse engineer, decompile or disassemble the App or otherwise attempt to derive its source code;
- circumvent, disable or interfere with any security or technical features of the App;
- use the App to infringe the intellectual property rights of Rolla or any third party or for any unlawful, harmful, abusive or harassing purpose;
- introduce viruses, malware, spam or use automated systems such as bots, crawlers or scrapers to access the Services beyond what a human can reasonably do; or
- resell, rent, lease, lend or distribute the App, the Band or any part of it without Rolla's prior written consent.

7. Intellectual property

All intellectual property rights in the App, its software, design, features, and all related Content are owned by Rolla and its licensors.

You acknowledge and agree that:

- all intellectual property rights (including patents, copyrights, trade marks, trade secrets and database rights) in the App, Band, Services and Content belong exclusively to Rolla or its third-party licensors;
- neither these Terms nor your use of the App grant you any ownership of the App or the Content;
- you may access and view the Content only for your personal use in connection with the App; and
- you may not remove, obscure or alter any copyright, trade mark or other proprietary notices.

If you provide feedback or suggestions about the App, you grant Rolla a perpetual, worldwide, royalty-free licence to use and incorporate that feedback without further compensation to you.

7.1. User Content

Where the App allows you to submit or upload User Content, you represent and warrant that you have all necessary rights to do so and that your User Content does not violate any law or the rights of any third party. You grant us, Rolla and its licensors a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, modify, adapt, publish and display your User Content for the purposes of operating and improving the App and providing the Services. Rolla may remove or disable any User Content at its sole discretion, for example if it violates these Terms or is otherwise objectionable.

8. Privacy and data protection

The App cannot function without processing certain personal data about you, such as steps taken, heart rate, sleep data, location, calorie consumption and other metrics. How personal data is processed is governed by the Privacy Notice, which explains how AA Sport as controller and Rolla as processor handle your data and your rights under applicable data protection laws. By using the App you acknowledge that you have read and understood the Privacy Notice and consent to the collection, use and disclosure of your personal data as described there. Please also note:

- We implements technical and organisational measures to protect your personal data, but we cannot guarantee that your personal data will never be accessed or used in an unauthorised manner and disclaims liability for any unauthorised access beyond its reasonable control.
- Metrics and data displayed within the App, including but not limited to activity levels, calories estimates, heart rate, sleep scores, are estimates and may not be completely accurate. These figures are intended solely for general wellbeing and informational purposes. Reliance on such data is at your own risk.
- By accepting these Terms you consent to receiving service-related communications from us (for example, support messages or notifications about updates to the App). You may opt out of marketing communications at any time.

9. Returns and refunds

This section explains returns and refunds rules if you wish to exercise your rights to withdraw from a purchase, return goods or obtain a refund.

You have a 14-day cooling-off period during which you may cancel your purchase for any reason and obtain a full refund. The 14-day period starts on the day you receive your Bands or, for digital services, the day you place your order. You then have another 14 days to return the Bands or services after notification of your withdrawal. Unless the goods are faulty or not as described, you are responsible for the cost of returning the shipment. The refund includes the amount you paid for the goods, as well as standard delivery costs, where applicable, and will be issued within 14 days of receiving the returned goods or from the day you provide satisfactory proof of return shipment. AA Sport will also refund standard delivery costs in accordance with the applicable laws of Bosnia and Herzegovina.

To initiate a return or refund request, contact AA Sport via email at kontakt@fitpass.ba, providing your order details. AA Sport may require you to complete a return form and provide proof of purchase.

10. Artificial Intelligence and Automated Insights

The App uses artificial intelligence (“AI”) and automated data processing to analyze activity, sleep, nutrition, and other wellbeing metrics in order to generate insights, summaries and personalized recommendations (collectively, “**AI Insights**”). These AI Insights are generated automatically based on the data you provide and are designed to assist you in understanding general wellbeing patterns.

By accepting these Terms you confirm that you are aware that insights are generated using AI. This means that the information you see is the product of an automated system and may at times be incomplete, inaccurate, or inconsistent due to the probabilistic nature of AI technologies (commonly referred to as “hallucinations”).

Important disclaimers:

- AI Insights are for informational and educational purposes only and do not constitute medical, diagnostic, or therapeutic advice.
- You must not rely on AI Insights to make health, medical, or lifestyle decisions. Always seek advice from a qualified medical or healthcare professional where required.
- AA Sport and Rolla are not responsible for any decisions, injuries, losses or damages resulting from your reliance on AI Insights.

11. Updates, changes and availability

The App may be updated from time to time or modified (for example, to improve performance, enhance functionality, reflect changes to the operating system or address security issues). Where changes materially affect your use of the App, you will receive reasonable prior notice (e.g., by in-App notification or email). Your continued use of the App following such notice constitutes your acceptance of the changes. App may be withdrawn, suspended or discontinued for you (in whole or in part) at any time. We are not liable if for any reason the App is unavailable at any time for any period.

These Terms may also be updated from time to time. For material changes that could adversely affect you, you will be notified in a reasonable time period. If you do not agree to the updated Terms, you should stop using the App before they become effective. If you do not object to the changes within the notice period, you will be deemed to have accepted the new Terms.

12. Third-party services and links

The App may contain links to or integrations with websites, services or content provided by third parties (for example, social media or payment processors). These third-party services are not controlled by Rolla

or AA Sport. We are not responsible for the content, privacy policies or practices of any third-party service. Accessing third-party services is at your own risk and may be subject to additional terms and conditions.

13. Termination

You may terminate your account and stop using the App at any time by following the instructions in your account settings. Upon termination, your right to use the App will immediately cease. We may, without notice, suspend or terminate your access to the App if you violate these Terms, if required by law or where your continued use of the App may cause harm or liability to us, Rolla or other users. We or Rolla reserve the right to take appropriate legal action, including referral to law enforcement, for any illegal or unauthorised use of the App.

14. Disclaimer of warranties

The App and all Content are provided “as is” and “as available”, without warranties of any kind, either express or implied. To the fullest extent permitted by law, we or Rolla and its licensors and suppliers disclaim all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, accuracy and non-infringement. Without limiting the foregoing, we or Rolla do not warrant that the App will be uninterrupted, secure or free from errors or viruses, that any metrics will be accurate or that the App will meet your expectations. Your use of the App and reliance on any Content is at your sole risk.

15. Product Warranty

All Bands are covered by a limited **one-year warranty** from the date of purchase. This warranty applies only to the original purchaser and covers defects in materials and workmanship under normal use and service.

If a defect arises and a valid claim is received within the warranty period, we will, at our sole discretion:

- repair the defective Band at no charge using new or refurbished parts;
- replace the Band with a new or refurbished product of equal or greater functionality; or
- provide a refund of the purchase price, subject to proof of purchase.

This warranty does not cover damage resulting from:

- misuse, neglect, accident, or unauthorized modification or repair;
- exposure to liquids, extreme temperatures, or external forces beyond normal conditions;
- normal wear and tear or cosmetic damage that does not affect functionality; or
- use of the Band in conjunction with non-approved accessories or third-party applications.

Any replacement product or part provided under this warranty will assume the remaining warranty period of the original Band or 90 days from the date of replacement, whichever is longer.

To make a warranty claim, please contact: kontakt@fitpass.ba

This limited warranty gives you specific legal rights. You may also have other rights that vary depending on your jurisdiction and mandatory consumer-protection laws.

16. Limitation of liability

To the extent permitted by applicable law, neither we or Rolla nor their officers, directors, employees, affiliates, agents, suppliers or licensors will be liable for any indirect, incidental, special, consequential or

punitive damages, or any loss of profits or revenue, whether incurred directly or indirectly, or any loss of data, use, goodwill or other intangible losses, resulting from:

- your access to or use of or inability to access or use the App;
- any conduct or content of any third party on the App;
- any content obtained from the App; or
- unauthorised access, use or alteration of your transmissions or content.

In no event shall the aggregate liability of AA Sport and Rolla for all claims relating to the App exceed the greater of (a) the total amounts (if any) you have paid for the App or related services in the twelve months preceding the claim or (b) €100. To the fullest extent permitted by law, we and Rolla disclaim all liability for any loss, damage or injury arising out of or in connection with your use of the App.

17. Indemnification

You agree to indemnify, defend and hold harmless AA Sport, Rolla and their respective directors, officers, employees, agents and licensors from and against any claims, liabilities, damages, losses and expenses (including reasonable legal fees) arising out of or in any way connected with: (a) your breach of these Terms; (b) your misuse of the App, Band or Content; or (c) any claim brought by a third party against us relating to your use of the App. This indemnity is intended to protect us and Rolla from liability arising from your actions as an End User.

18. Governing law and dispute resolution

These Terms, their subject matter and formation are governed by the laws of Federation of Bosnia and Herzegovina, without regard to its conflict of law provisions. Any dispute, controversy or claim arising out of or in relation to these Terms that cannot be resolved amicably shall be subject to the exclusive jurisdiction of the courts of Sarajevo, Bosnia and Herzegovina. If you are a consumer residing in another country, you may have the right to bring proceedings in your local courts under mandatory consumer protection laws.

19. General provisions

- **Entire agreement.** These Terms and any policies referenced herein constitute the entire agreement between you and AA Sport regarding your use of the App.
- **Severability.** If any provision of these Terms is found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect.
- **Waiver.** Failure AA Sport or Rolla to enforce any right or provision of these Terms will not constitute a waiver of such right or provision.
- **Right to enforce.** Although these Terms are concluded between you and AA Sport d.o.o., you acknowledge and agree that Rolla retains the independent right to enforce any provisions that protect its intellectual property, technology, data, and related interests. Nothing in these Terms shall limit or exclude Rolla's ability to take action directly against you to protect its rights, seek injunctive relief, or enforce compliance with any obligations that relate to the use of the App, the Band, or any underlying technology owned by Rolla.
- **Assignment.** You may not assign or transfer your rights or obligations under these Terms. Rolla may assign its rights and obligations under these Terms at any time without notice.

- **Survival.** Sections that by their nature should survive termination of these Terms (including intellectual property, privacy, disclaimer of warranties, limitation of liability, indemnification and governing law) will survive such termination.

20. Contact information

If you have any questions, complaints or claims regarding the App or these Terms, please contact **AA Sport** at kontakt@fitpass.ba. For matters relating to data protection or technical issues with the App, please use details from Privacy Notice.