

# Terms of Use / Data Protection Declaration

## General Terms of Use

### 1. General

EMS GmbH “EMS”, Windscheidstraße 21-23, D-04277 Leipzig, is the manufacturer of the Easy Motion Skin®. Easy Motion Skin® utilises the efficient method of electro-muscular stimulation for high intensity workouts with short duration. Using low-frequency electrical impulses, the system stimulates virtually all the muscles.

EMS enables you to use the app on the basis of these general terms of use (“Terms of Use”).

### 2. Usage

Responsible handling of the Easy Motion Skin® is a condition of successful and safe use. Careful studying of this instruction manual is a prerequisite for safe operation of the Easy Motion Skin®. Should you still have questions, or are unsure whether the Easy Motion Skin® is suitable for you, please contact the manufacturer.

The end customer must be in a position to read and understand the information contained in the instruction manual and the accompanying documents. The instruction manual for the Easy Motion Skin® included in the delivery scope, as well as associated programme description and manufacturer documentation for additionally purchased components, exclusively apply in conjunction with each other.

The manufacturer accepts no liability for damage to persons, animals or property, or to the product itself, which arises from improper use, failure to observe or inadequate observation of the safety criteria contained in these instructions, or any alterations to the Easy Motion Skin® or the use of unsuitable replacement parts (non-original parts).

If at least one of the following contraindications from the manufacturer’s documentation is present, the Easy Motion Skin® may not be used:

### 3. Data Protection

The provisions on data protection are contained within the data protection declaration.

#### **4. Final Provisions**

EMS reserves the right to change, expand, restrict or discontinue the app at any time. The same shall apply to the Terms of Use.

If one of the aforementioned provisions is or becomes invalid, the validity of the remaining provisions remains unaffected. Ineffective provisions are to be replaced with effective provisions which come as close to the economic purpose of the ineffective provisions in a legally-effective manner.

Use of the software and these terms of use are exclusively subject to German substantive law.

The place of jurisdiction shall be Leipzig in so far as this is permissible.

#### **5. Contact Details**

All statements in connection with the app and the Terms of Use should be sent to:

EMS GmbH, Windscheidstraße 21-23, D-04277 Leipzig

### **Data Protection Declaration**

EMS-GmbH, Windscheidstraße 21–23, D-04277 Leipzig uses this data protection declaration to inform you about how your data is used if you use the Easy Motion Skin® app (in future: EMS Training App). The following will explain when and why Easy Motion Skin® gathers, uses, discloses, transmits or saves your data.

#### **1. App Provider and Body Responsible for Data Protection**

The EMS Training App is published by

EMS-GmbH, Windscheidstraße 21–23, D-04277 LEIPZIG

EMS-GmbH (in future: EMS) takes protecting your data very seriously. We base our handling of your personally-identifiable data upon the strict requirements of German data protection law.

## 2. Data Collection by the Easy Motion Skin® Training App

### a.) Basic principles

The Easy Motion Skin® can generally be used without personally-identifiable data being collected and/or transmitted. This means that the Easy Motion Skin® is operated independent of the technical systems of EMS, particularly their servers. In this respect, EMS is committed to the basic principles of data reduction and data economy.

Data - also anonymised data - is only collected in so far as this is required to provide the user with the functional scope they desire, or to improve the functionality of the Easy Motion Skin®.

Some functions, services and training tools may only be available if the Easy Motion Skin® transmits data to EMS via the EMS Training App. These include, for example, the complete logging of your training in the form of a training diary, training programmes specially developed by EMS and transmitted to the user, booking (purchasing) additional training programmes, as well as all other functions in so far as they are required for establishing a contractual relationship between EMS and the user of the Easy Motion Skin®, or to redesign content or change such a contractual relationship.

The EMS Training App uses Google Analytics to anonymously document which functions of the app are being used. This is for the purposes of improving system processes and developing training programmes. For more information, see the [data protection policy](#) of Google Analytics.

The EMS Training App also uses the programme “crashlytics”, which logs app crashes and sends this data to crashlytics in an anonymised form. The data protection guidelines of crashlytics can be viewed [here](#).

EMS is not able to attribute anonymised data to any specific user.

### b.) In-app purchases

If you effect an in-app purchase within the EMS Training App, personally-identifiable data will be collected and saved by EMS for contractual purposes. Furthermore, data may be transmitted to your chosen payment service provider and the App Store run by Apple. For more information on in-app purchases, please see <https://support.apple.com/de-de/HT202023>. This will also inform you of the option of limiting in-app purchases from your Apple device.

c.) Consent for use of data and notice of the possibility to object

By using the EMS Training App, you consent to the transmission of your personally-identifiable data in so far as this is required for performance of the services made available by EMS. This particularly includes individual training statistics and training programmes. It is possible to object to the transmission of data at any time.

Objections are to be sent to:

EMS-GmbH, Windscheidstraße 21–23, D-04277 Leipzig

service@easymotionskin.com

Establishing contact with the above will enable you to receive information free of charge concerning your saved data. In the event that an objection is submitted concerning data exchange between the Easy Motion Skin® and EMS, your data sent to EMS (particularly your training progress) will be deleted.

### **3. Use of Data**

EMS solely uses data collected in conjunction with use of the Easy Motion Skin® for the purposes of documentation and improving the usability of the Easy Motion Skin®.

EMS will never pass on data gathered in conjunction with use of the Easy Motion Skin® to third parties.

This data protection declaration was last updated on 10/05/2016.