



Lympik

1. GTCs

V 1.2 25.09.2025



General Terms and Conditions (GTC) of Lympik GmbH

Freibergen 6, 2754 Oberpiesting, Austria

Company Registration Number: FN536129a

Commercial Court: Landesgericht Wiener Neustadt

VAT ID Number: ATU75675379

(hereinafter referred to as "Lympik")

Effective as of: September 25, 2025

I. Preamble and Definitions

1. Lympik offers a payable online and mobile service for recording and analyzing time and motion data and sells hardware tailored to the online service. Data transmission occurs via mobile networks. Lympik collaborates with mobile network operators worldwide (see country list at <https://www.lympik.com/>).
2. For these General Terms and Conditions ("GTC"), in addition to the definitions in brackets, the following terms shall apply:
3. **Hardware:** Timing device named "Chronos" or data logger named "Oculus" for recording motion data such as GPS data or acceleration.
4. **Software:** Web application that allows access to services included in the selected subscription.

II. Scope of Application

1. These General Terms and Conditions apply to all current and future business relationships between Lympik GmbH ("Lympik") and its customers ("Customers") who purchase or use Lympik's products and services.
2. These GTC apply both to one-time purchases of hardware and to the use of the corresponding software provided through a subscription.
3. Any deviating or supplementary terms and conditions from the customer shall only become part of the contract if expressly acknowledged in writing by Lympik.



III. Products and Services

1. **Hardware:**
 - a. Lympik offers sports timing systems and data loggers consisting of sensors and measuring devices.
 - b. The hardware is purchased via a one-time transaction.
 2. **Software:**
 - a. The use of the hardware requires software provided as part of an annually renewable subscription.
 - b. The software enables the transmission of data from the measuring devices via mobile networks or Wi-Fi, the evaluation and storage of the measured times in the cloud, and a user-friendly display of the results in the app.
 - c. Some measuring devices include SIM cards with global coverage. A list of supported countries is available at <https://www.lympik.com>.
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IV. User Obligations and Conduct

1. To fully use Lympik's services, the user must employ current (browser) technologies or enable their use (e.g., activate JavaScript, cookies, pop-ups). The use of outdated technologies or devices may limit the availability of services. Lympik ensures that its services are compatible with the two latest major versions of Android and iOS.
 2. Users must treat their login credentials (email address and password combination) confidentially and protect them from unauthorized access. Under no circumstances should these be shared, including with Lympik employees. If there is reason to believe that login details have become known to third parties, the user must immediately change the password.
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V. Contract Formation and Registration

1. Use of the software requires the customer to register via Lympik's website or app.



2. The customer must provide complete and accurate information during registration.
 3. By orally or in writing accepting an offer, the customer confirms the order and the GTC. Acceptance of the offer occurs through delivery of goods or an explicit declaration of acceptance.
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VI. Prices and Payment Terms

1. **Hardware:**
 - a. Prices are stated in the online shop or respective offers.
 - b. Payment must be made before delivery.
 2. **Software Subscription:**
 - a. The subscription fee is due before the start of each billing period.
 - b. In case of delayed payment, Lympik may suspend software access until payment is received. Lympik reserves the right to adjust subscription prices annually according to general price trends (e.g., a recognized consumer price index). Customers will be notified in advance of any such adjustments.
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VII. Contract Duration and Termination

1. **Hardware:**
 - a. The purchase contract is fulfilled upon delivery of the hardware.
 2. **Software Subscription:**
 - a. The subscription runs for one year and renews automatically unless terminated in writing at least 30 days before the end of the term.
 - b. Lympik may terminate the subscription without notice in the event of serious contractual breaches by the customer.
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VIII. Product Use and Customer Responsibility



1. Customers must use the hardware and software as intended and refrain from tampering.
 2. Time measurement is triggered via photocells or start gates (closing contact). Customers are responsible for proper installation and use of the devices.
 3. Customers are responsible for compliance with all applicable legal regulations, particularly those related to data protection and radio technologies.
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IX. Liability and Warranty

1. **Warranty:**
 - a. Lympik warrants that the hardware is free from material and manufacturing defects.
 - b. In case of defects, the customer has the right to repair or replacement.
 2. **Liability:**
 - a. Lympik is not liable for disruptions beyond its control, such as issues with mobile networks or GPS signals.
 - b. Lympik is not liable for indirect damages, lost profits, or data loss, unless due to gross negligence or willful misconduct.
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X. Right of Withdrawal for Consumers

1. Customers who are consumers under the Consumer Protection Act (KSchG) may withdraw from a contract concluded outside the entrepreneur's business premises or via distance selling within 30 days unless a statutory exception applies.
2. For contracts involving goods, the withdrawal period begins on the day the consumer or a third party named by them (not the carrier) takes possession of the goods. For contracts involving multiple goods delivered separately, the period begins when the last item is received.
3. For subscriptions (services), the withdrawal period begins on the date the contract is concluded or the date of automatic renewal.



1. It is the customer's responsibility to inform Lympik of any change in residential or business address until the contractual relationship is fully fulfilled. If such notification is omitted, declarations sent to the last known address will still be considered delivered.

1. Lympik processes personal data of customers in accordance with applicable data protection laws. Details are set out in the Privacy Policy available at <https://www.lympik.com/datenschutz>.
2. The customer is obliged to treat his/her access data confidentially and not to make it accessible to third parties.
3. In order to provide and improve its services, Lympik uses external service providers to whom – where necessary – personal data of customers may be transferred. These include, in particular, the following companies and their services:
 - Pusher Ltd., UK – Real-time notifications, WebSocket connections
 - Twilio SendGrid, USA – Transactional emails
 - Auth0 Inc., USA – User authentication
 - Stripe Inc., USA – Payment processing
 - Cloudinary Ltd., USA – Image storage and processing
 - Cloudflare Inc., USA – Video streaming & CDN
 - Google LLC, USA – Cloud platform
 - BunnyWay d.o.o., Slovenia – Content delivery
 - Weatherbit LLC, USA – Weather data
 - Rollbar Inc., USA – Error and performance monitoring



- FreeECenter – SIM card management
- OpenAI – Artificial intelligence
- GLS – Logistics
- UPS – Logistics

The transfer of data is carried out exclusively for the purpose of contract fulfillment, technical service provision, payment processing, error analysis, shipment of goods, and enhancement of the user experience. The recipients are obliged to use the data solely for the stated purposes and to protect it in accordance with applicable data protection laws (in particular GDPR). Data will not be passed on to any other third parties.

XIII. Final Provisions

- 1. Place of Performance and Jurisdiction:**
 - a. The place of performance is Lympik's registered office.
 - b. The place of jurisdiction for all disputes is the court responsible for Lympik's registered office, unless mandatory legal provisions apply otherwise.
- 2. Applicable Law:**
 - a. Austrian law applies.
- 3. Severability Clause:**
 - a. If any provision of these GTC is found to be invalid, the validity of the remaining provisions shall not be affected.

These General Terms and Conditions are valid from September 25, 2025.

