

# **ATHLEE**

## **Athlee Product Terms and Conditions**

Updated 8 July 2025

# ATHLEE

## Part I – Product Terms and Conditions

### 1. GENERAL

- 1.1. These general terms- and conditions of sale and delivery (“Terms”) apply to all purchases of physical products (“Products”) provided by ATHLEE ApS, CVR no. 40360077 (“ATHLEE”), to merchants or consumers (“Customer”).
- 1.2. The Terms do not affect statutory and preceptive consumers' rights, which cannot be deviated from according to law.

### 2. DELIVERY

- 2.1. Unless otherwise agreed, the Products will be delivered at the Customer's expense.
- 2.2. The Products will be delivered as soon as possible after the Customer has finalized an order.
- 2.3. Delivery will take place once the Products have been handed over to a third-party carrier, after which the risk of the Products passes to the Customer.

### 3. USE OF PRODUCTS

- 3.1. The Products are sold fit for the ordinary use and in accordance with the specifications found in the [Athlee Manual](#).
- 3.2. The Customer recognizes that the Products must be handled with due care, considering that they consist of technical components, which are fragile by nature.
- 3.3. The Customer is solely responsible for setting up the Products and for taking the necessary precautions to ensure that they are safely installed and used. ATHLEE assumes no liability for physical damage to persons or property (including the Products itself) due to the Customer's use of the Products.

### 4. PAYMENT

- 4.1. Unless otherwise agreed, ATHLEE shall be entitled to charge the Customer after the Customer has finalized an order.

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## 5. DELAYS

- 5.1. In the event of delay, ATHLEE will take necessary measures to deliver the Products in a timely manner. If ATHLEE has provided the Customer with a specific delivery date and the Products are delayed by more than ninety (90) days from the specific delivery date, then the Customer shall be entitled to cancel the order and – in case payment has taken place – be entitled to repayment of all fees relating to the Products. Such a claim for repayment shall be the Customer's sole remedy for delays.

## 6. WARRANTY

- 6.1. ATHLEE warrants ("limited warranty") that the ATHLEE product is free of defects in materials and workmanship at the time of the original purchase by the end-user (the "customer" or "you"). This limited warranty covers the functionality of the ATHLEE product for its normal, intended use in an environment as specified below only. It does not cover malfunctions that result from improper or unreasonable use or maintenance as specified in 3.1, as well as any unauthorized repair, normal wear and tear, or external causes such as accidents, abuse, or other actions or events beyond our reasonable control.
  - 6.1.1. This Limited Warranty shall be void if the Customer or any third party not authorized by Athlee opens, disassembles, modifies, or attempts to repair the Product.
- 6.2. This limited warranty gives you specific legal rights, and you may also have other legal rights, which vary from state to state. We limit the duration and remedies of all implied warranties, including, without limitation, the warranties of merchantability and fitness for a particular purpose, to the duration of this express limited warranty. Some U.S. States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.
- 6.3. This Limited Warranty is issued to the Customer who buys a new ATHLEE product directly from ATHLEE. This Limited Warranty cannot be assigned or transferred to any subsequent purchaser or user.
- 6.4. The Limited Warranty is limited to the repair or replacement of the ATHLEE product at ATHLEE's discretion, and neither the costs for transportation, removal, nor installation of an ATHLEE product are covered by this Limited Warranty.
- 6.5. If ATHLEE receives, during the applicable warranty period, a valid notice of a defect, ATHLEE will, at ATHLEE'S option, within a reasonable time after being notified of the defect:

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6.5.1. - repair the defect at no charge, using new or refurbished replacement parts, or

6.5.2. - replace the product.

6.6. Response time may vary from country to country and is, among other things, subject to the availability of parts, labor, and transport.

6.7. This Limited Warranty extends to ONE (1) YEAR from the Customer's original purchase of the ATHLEE product or, if the Customer has purchased an Extended Warranty from ATHLEE covering TWO (2) or THREE (3) Years.

## 7. RETURNS

7.1. All returns must be made in the original, unbroken, and undamaged packaging. Returns can be made up until thirty (30) days after delivery of the Product.

7.2. Shipping costs associated with returning the delivery to ATHLEE will be refunded to the Customer if the return results from defects in the Products.

## 8. PRODUCT LIABILITY

8.1. ATHLEE shall only be liable for product liability in accordance with the normal requirements under the Product Liability Act.

8.2. If a third-party claims product liability involving the Products against only the Customer, the Customer shall immediately notify ATHLEE of the claim.

## 9. LIMITATION OF LIABILITY

9.1. Except for any remedies that cannot be excluded or limited under law, ATHLEE will not be liable to you for any loss, damages, claims, or costs whatsoever including any consequential, indirect or incidental damages, any lost profits or lost savings, any damages resulting from business interruption, personal injury or failure to meet any duty of care, or claims by a third party, even if a ATHLEE representative has been advised of the possibility of such loss, damages, claims, or costs. In any event, ATHLEE's aggregate liability in connection with this license will be limited to the amount paid for the ATHLEE software and hardware. This limitation will apply even in the event of a fundamental or material breach or a breach of the fundamental or material terms of these license terms or the order confirmation. Nothing contained in these terms limits ATHLEE's liability to you in the event of death or personal injury resulting from ATHLEE's negligence or fraud.

9.2. The foregoing limitations and exclusions apply to the extent permitted by

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applicable law in your jurisdiction. This limitation of liability may not be valid in some jurisdictions. You may have rights that cannot be waived under consumer protection and other laws. ATHLEE does not seek to limit its warranty or remedies to any extent not permitted by law.

## **10. GOVERNING LAW AND JURISDICTION**

- 10.1. These Terms shall be governed by and interpreted in accordance with the laws of Denmark without regard to international private law regulations or principles of Danish law leading to the application of other laws than substantive Danish law. Any dispute arising from or related to these Terms shall exclusively be settled by the courts in Denmark, with the District Court of Copenhagen as the venue.



## **Part II – Software Subscription Terms**

### **11. Requirement**

- 11.1. The Athlee camera and any other compatible peripherals require an active Software Subscription (the “Subscription”). The hardware cannot be used without an active subscription.

### **12. License scope and metric**

- 12.1. The Subscription is licensed per Customer organization and covers all of the Customer’s subteams under that organization.

### **13. Initial term included with hardware**

- 13.1. The purchase of Athlee hardware includes an initial Subscription term of twelve (12) months, which is activated upon delivery of the hardware.

### **14. Subscription term start**

- 14.1. The Subscription period begins on the first (1st) day of the month following delivery and includes one additional month free of charge.

### **15. Renewal and payment**

- 15.1. The Subscription is billed annually in advance. Prices may be stated as monthly rates for convenience, but they are invoiced and payable for twelve (12) months at a time. Athlee issues a renewal invoice approximately one (1) month before the next term. Access continues only once payment is received and a renewed license key is issued.

### **16. Lapse**

- 16.1. If payment is not received by the renewal date, the Subscription lapses, and access to the software ceases. The Athlee camera and other compatible peripherals cannot be used until the Subscription is reactivated. No reactivation or late fees apply.

### **17. Transfers**

- 17.1. The Subscription may be transferred to a new owner upon written notice to Athlee. Remaining term transfers with the Subscription. The transferee must accept the then-current Terms. The existing license key remains valid and may be



used by the transferee following the transfer.

## **18. Compatible devices and future functionality**

- 18.1. The Subscription grants access to Athlee's software platform, which enables live video feedback and integration with compatible devices. Athlee may add, modify, or remove integrations or features over time. Athlee will maintain the list of currently supported devices and features from time to time.

## **19. Price changes and notice**

- 19.1. Athlee may change Subscription pricing for future renewal terms, effective immediately upon notice. Notice of such changes shall be deemed effective if (a) posted on Athlee's official website at [athlee.com/pricing](https://athlee.com/pricing), and/or (b) sent by email to the payer's registered billing contact, where such information has been provided. Customer is responsible for maintaining current billing contact details, which can be updated at any time by sending an email to [sales@athlee.com](mailto:sales@athlee.com). Price changes apply only to subsequent renewal terms and will not affect the current prepaid Subscription period.

## **20. Taxes and business use**

- 20.1. Unless stated otherwise, all prices are exclusive of applicable taxes. The Subscription is offered to business customers (B2B) only.

## **21. Governing terms**

- 21.1. The current Terms published at [www.athlee.com/terms](https://www.athlee.com/terms) apply to the Subscription and will govern on renewal.



## **Part III – NO RE-EXPORT TO RUSSIA AND BELARUS**

### **22. NO RE-EXPORT TO RUSSIA AND BELARUS**

- 22.1. The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or the Republic of Belarus, or for use in the Russian Federation or the Republic of Belarus, any Products supplied under or in connection with these Terms that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 or Article 8g of Council Regulation (EC) No 765/2006.
- 22.2. Any violation of clause 22.1 shall constitute a material breach of an essential element of these Terms, and ATHLEE shall be entitled to terminate these Terms and the associated Software Subscription with immediate effect.
- 22.3. The Customer shall immediately inform ATHLEE of any problem in applying clause 22.1, and shall make available to ATHLEE information concerning compliance with clause 22.1 within two weeks of ATHLEE's request.