



Lympik

GTCs

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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. Lymplik 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. Lymplik 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.
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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.

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.

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.
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XI. Change of Address

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.
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XII. Data Protection

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
- Functional Software Inc. (Sentry), USA – Error and performance monitoring
- FreeECenter – SIM card management
- OpenAI – Artificial intelligence
- Anthropic PBC, USA – Artificial intelligence
- GLS – Logistics
- UPS – Logistics

The transfer of data is carried out exclusively for the purpose of contract fulfilment, 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. Third-Party Integrations and Data Processing

1. By linking a third-party account (in particular Garmin, WHOOP or Polar) to their Lympik account, the customer agrees to the transmission, processing and use of the data provided by the respective third party within the Lympik Webapp. The processing is carried out for the purpose of integrating and displaying the respective data and for using the Lympik functions associated with such data. Consent to the processing of the data is given by actively establishing the respective connection within the Lympik Webapp.
2. If the connection to the respective third party is disconnected, no further data from that third party will be transferred to the Lympik Webapp from that point onward. Data that has already been transferred to and stored in the Lympik Webapp remains unaffected and will not be automatically deleted as a result of disconnecting the integration.

XIV. Garmin Data (Garmin Connect™)

1. **Scope:** This section describes how Lympik collects, uses, processes and stores the data it receives from Garmin ("Garmin data") when a user connects their Garmin Connect™ account to their Lympik account (My profile > Integrations > Garmin Connect™). It supplements the provisions on data protection and third-party integrations above.
2. **Data collected:** With the permission the user grants on Garmin's consent screen, and only for as long as the connection is active, Garmin transmits the following data



to Lymphik: (a) activity data (Garmin Activity API): the activity file of each recorded activity, including time, duration, GPS track, speed, altitude, distance, heart rate and the name of the recording device; (b) health data (Garmin Health API), limited to the data types the user allows: daily summaries (e.g. resting heart rate, steps, intensity minutes, stress level), sleep (duration, sleep stages, sleep score), heart rate variability (HRV), user metrics (VO2 max) and body composition (e.g. weight, body fat). Lymphik does not receive the user's Garmin password. The user can review and change the granted permissions in their Garmin Connect™ account at any time.

3. **Use:** Garmin data is used exclusively to provide the Lymphik service to the user and their team: (a) to display the user's activities and health summaries in the Lymphik Webapp, always labelled with their source ("Garmin [device model]"); (b) to calculate training load, recovery and readiness figures, which combine Garmin data with data from Lymphik's own devices and are marked "Insights derived in part from Garmin device-sourced data."; (c) to show heart rate from a Garmin recording in a Lymphik Motion analysis of the same session. Activity data is assigned to the team the user selects when connecting and is visible to that team's staff. Health data is visible to the staff of the user's team only if the user has consented to share their health data with the team. Lymphik does not sell Garmin data, does not use it for advertising or marketing profiles and does not use it to train machine-learning or artificial-intelligence models.
4. **Legal basis:** Health data is a special category of personal data (Art. 9 GDPR). It is processed on the basis of the user's explicit consent (Art. 9(2)(a) GDPR), which the user gives by actively connecting Garmin Connect™ and granting the health permission on Garmin's consent screen, and which the user can withdraw at any time by disconnecting the integration in Lymphik or revoking the permission in Garmin Connect™. Activity data is processed to perform the contract with the user (Art. 6(1)(b) GDPR).



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

