

Terms and Conditions of Sale

Synkro Clinic and Synkro Motion

Synkro · Thomas Theben Leutenez, self-employed

Version 2.0 · September 2026

These Terms and Conditions of Sale apply to any paid subscription to **Synkro Clinic** or **Synkro Motion**. They are in force from 11 September 2026.

1. Purpose and identity of Synkro

These Terms and Conditions of Sale set out the conditions under which Synkro sells access to its applications in the form of licences: offers, prices, licences, payment, invoicing, duration, termination and liability.

They supplement the Terms of Use, the Privacy Policy and the Data Processing Agreement (DPA), which together form the applicable contractual framework. In the event of conflict, these Terms and Conditions of Sale prevail for commercial matters (prices, licences, payment, invoicing, duration and termination), the DPA prevails for the processing of personal data carried out as a processor, the Terms of Use prevail for the use of the applications, and an accepted quotation prevails solely for the services it describes (Article 25.2).

Publisher	Thomas Theben Leutenez, self-employed sole trader under Belgian law, trading under the name Synkro ("Synkro")
Registered office	11 Clos Joseph Otten, 1090 Jette (Belgium)
Enterprise number (CBE)	1037.237.034
VAT status	Taxable person under the special VAT exemption scheme for small businesses (Article 56bis of the Belgian VAT Code)
Contact	contact@synkroclinic.com, +32 497 32 27 80
Data protection contact point	dpo@synkroclinic.com
Hosting	Amazon Web Services EMEA SARL, 38 avenue John F. Kennedy, L-1855 Luxembourg; data hosted in the AWS Paris region (eu-west-3), in France

2. Definitions

In these Terms and Conditions of Sale, the following terms, when capitalised, have the meaning given below, in both the singular and the plural. These definitions are common to the Terms of Use, the Terms and Conditions of Sale, the Privacy Policy and the DPA.

- **"Application"**: Synkro Clinic or Synkro Motion, as the case may be, accessible via web browser and via mobile application.

- **“Professional”**: any person who uses the Application in the course of their professional activity to monitor Monitored Individuals, whether they are a Licence Holder, in a trial period or in paused access. A Professional is either a Healthcare Professional or a Sports Professional.
- **“Healthcare Professional”**: any person registered with a professional order or holding a visa or an authorisation to practise a healthcare profession.
- **“Sports Professional”**: any other Professional, in particular a physical trainer, a coach, a bike fitter who does not practise a healthcare profession, or a sports entity.
- **“Monitored Individual”**: the person whom a Professional monitors by means of the Application. They are referred to as the **“Patient”** when the monitoring falls under a Healthcare Professional and as the **“Athlete”** when it falls under a Sports Professional.
- **“Record”**: all the information that a Professional holds on a Monitored Individual in the Application (assessments, notes, measurements, questionnaires, tests, exercises, videos, analyses, documents, appointments and, where applicable, Administrative Module data).
- **“Subscription”**: the paid subscription contract concluded with Synkro under the Terms and Conditions of Sale, on a monthly or annual basis, which carries one or more Licences.
- **“Subscriber”**: the natural or legal person who concludes the Subscription and pays its price (practitioner, practice operated through a company, club, federation or other entity).
- **“Licence”**: the personal right to use the Application under an offer, assigned to a single natural person.
- **“Licence Holder”**: the natural person to whom a Licence is assigned through the activation of a Licence Code. The Subscriber may themselves be a Licence Holder.
- **“Licence Code”**: the single-use code, in the format SYNK-XXXX-XXXX, which allows a Licence to be assigned to its Licence Holder.
- **“Practice”** and **“Team”**: the grouping of Professionals within the Application for the purpose of working together, called a “practice” in Synkro Clinic and an “organisation” or “group” in Synkro Motion (hereinafter “Team”). The rules for sharing Records within a Practice or a Team are set out in Article 11 of the Terms of Use.
- **“Administrative Module”**: all the Synkro Clinic functions connected to the eHealth platform and to MyCareNet, described in Article 14.8 of the Terms of Use.
- **“Biomechanical Analysis”**: the automated video movement analysis feature, in two or three dimensions, described in Article 9 of the Terms of Use.

The following terms are also specific to these Terms and Conditions of Sale:

- **“Synkro”**: the publisher identified in Article 1 and, in the event of assignment, the assignee company referred to in Article 22.
- **“Offer”**: each of the plans described in Article 4.
- **“Customer”**: the Subscriber and, as regards their Licence, each Licence Holder.
- **“Billing Period”**: the month or year covered by a payment.
- **“Renewal Date”**: the date on which a Billing Period ends and renews.

3. Scope and applicable regime

3.1. Scope

These Terms and Conditions of Sale govern the relationship between Synkro and the Subscriber. They also apply to Licence Holders for the provisions concerning their Licence, in particular access and its pausing.

The Application is intended exclusively for professional use. Every Subscription is concluded in the course of the Subscriber's professional activity.

3.2. Routing rule

The applicable regime depends on the customer's **profile**, not on the product used. Any healthcare professional (registered with a professional order or holding a visa or an authorisation for a healthcare profession) falls under the provisions specific to healthcare professionals (Article 24) for the entirety of their subscription, including when they use the Biomechanical Analysis, and including for the athletes they monitor outside a care setting: their data continues to be processed as health data, covered by professional secrecy. Any other professional (physical trainer, coach, non-clinical bike fitter, sports entity) falls under the provisions specific to sports professionals (Article 25).

3.3. Application of the rule to Licences

For a Licence, the profile taken into account is that of the Licence Holder who uses it. The Synkro Clinic Offers are reserved for Licence Holders who are Healthcare Professionals; the standalone Synkro Motion Offer and the services on quotation are reserved for Sports Professionals. A Subscriber may acquire Licences for an Offer that does not match their own profile, in order to assign them to persons who do match it.

A Healthcare Professional who wishes to have the Biomechanical Analysis chooses the "Synkro Clinic + Motion" Offer or the "Complete Offer", including when they use it outside a care setting.

Synkro may request any supporting evidence of the declared profile. Where it appears that a Licence is used by a person whose profile does not match the Offer, Synkro informs the Subscriber and the Licence Holder, who have thirty days to switch to the appropriate Offer or to release the Licence. In the meantime, the data concerned is processed under the most protective regime.

3.4. Structure of these Terms and Conditions of Sale

Articles 1 to 23, 26 and 27 apply to all Customers. Article 24 additionally applies to Healthcare Professionals and Article 25 to Sports Professionals.

4. Offers and prices

4.1. Price list

Prices are stated **per Licence** and **excluding VAT**. The annual price corresponds to ten monthly payments, rounded down to the nearest euro, i.e. two months free.

Offer	Reserved for	Content	Monthly excl. VAT	Annual excl. VAT
Synkro Clinic	Healthcare Professionals	Patient record, assessments, clinical questionnaires and tests, exercises, calendar and online appointment booking	€39.99	€399
Synkro Clinic + Admin	Healthcare Professionals	Synkro Clinic and Administrative Module (Article 24.2)	€79.99	€799
Synkro Clinic + Motion	Healthcare Professionals	Synkro Clinic and Biomechanical Analysis	€69.99	€699
Complete Offer	Healthcare Professionals	Synkro Clinic, Administrative Module (Article 24.2) and Biomechanical Analysis	€99.99	€999
Synkro Motion	Sports Professionals	Biomechanical Analysis in two and three dimensions, athlete record, longitudinal comparison, sourced reference standards, exports	€49.99	€499
Sports entities	Sports Professionals	Specific modules, reference standards, exports and service commitments (Article 25.2)	On quotation	On quotation
Free Trial	Any person who registers	Access to the features of the Offer concerned for fourteen days (Article 7)	€0	Not applicable

A Discount applies according to the number of Licences in the same Subscription (Article 5.2).

Prices excluding VAT **remain unchanged in the event of a change in the VAT regime applicable to Synkro** (Article 10) or in the legal form under which Synkro operates (Article 22). Only any VAT due is added to them, according to the regime in force on the date of invoicing.

4.2. Promotional codes and discount offers

Synkro may offer promotional codes or discount offers, whether one-off or reserved for certain persons, subject to the conditions communicated when they are issued. Unless otherwise stated, a promotional code is limited to one per Subscription, is non-refundable and has no monetary value.

A promotional code **cannot be combined with the Discount based on the number of Licences** (Article 5.2). It therefore applies only to a Subscription carrying a single Licence, and **ends as soon as Licences are added** to that Subscription: the Discount based on the number of Licences then applies instead of the code, from the time of the addition.

Synkro may modify or discontinue these offers at any time for the future, without affecting discounts already acquired for the announced duration, subject to the preceding paragraph.

5. Licences

5.1. Principle

A Subscription carries a set number of Licences. The Subscriber purchases and pays for the Subscription; each Licence is assigned to one person, the Licence Holder, by means of a Licence Code that the Subscriber sends them.

The Subscriber may keep a Licence for their own use, either from the time of the Subscription or later by activating one of their Licence Codes themselves.

Each Licence is personal and intended for use by a single person. Sharing the same Licence or the same account between several persons is not permitted.

Licences are not invoiced separately: they follow the billing frequency, the Renewal Dates, the payment terms and the fate of the Subscription that carries them.

A Subscriber holds only one Subscription at a time; they adjust its number of Licences under the conditions of Article 5.5.

5.2. Discount according to the number of Licences

The same Discount applies to each Licence, according to the total number of Licences in the Subscription:

- from two to four Licences: 20%;
- from five to nine Licences: 30%;
- from ten Licences: 35%.

All Licences of the same Offer are invoiced at the same price. When a Subscription combines Licences of several Offers, each Licence is invoiced at the price of its Offer, less the same Discount, calculated on the total number of Licences across all Offers.

The discounted monthly price of a Licence is rounded to the nearest cent. The discounted annual price corresponds to ten times the discounted monthly price, rounded down to the nearest euro. This results in the following prices, excluding VAT, per Licence (monthly / annual):

Offer	1 Licence	2 to 4 Licences (-20%)	5 to 9 Licences (-30%)	10 Licences or more (-35%)
Synkro Clinic	€39.99 / €399	€31.99 / €319	€27.99 / €279	€25.99 / €259
Synkro Clinic + Admin	€79.99 / €799	€63.99 / €639	€55.99 / €559	€51.99 / €519

Offer	1 Licence	2 to 4 Licences (–20%)	5 to 9 Licences (–30%)	10 Licences or more (–35%)
Synkro Clinic + Motion	€69.99 / €699	€55.99 / €559	€48.99 / €489	€45.49 / €454
Complete Offer	€99.99 / €999	€79.99 / €799	€69.99 / €699	€64.99 / €649
Synkro Motion	€49.99 / €499	€39.99 / €399	€34.99 / €349	€32.49 / €324

5.3. Licence Codes

Each unassigned Licence has a Licence Code. The codes are sent by e-mail to the Subscriber after payment and remain available on the subscription page of the Application. The Subscriber personally sends a code to the person of their choice, or has it sent by Synkro to the e-mail address they indicate.

A Licence Code is single-use. It remains valid until its activation, until the Subscriber releases the corresponding Licence, or until the end of the Subscription. It can only be activated while the Subscription is ongoing.

When the Subscriber releases a Licence, a new Licence Code is issued and the old one becomes invalid. If a code is lost, or if the person for whom it was intended is no longer to use it, the Subscriber releases the Licence and sends the new code.

The Subscriber is responsible for sending the codes to the persons for whom they are intended.

5.4. Activation and use of a Licence

The person who activates a Licence Code personally accepts the Terms of Use and the DPA, no later than at activation or at their first login. They become a Licence Holder and the controller of the data of the Monitored Individuals whose Records they hold (Terms of Use, Article 5.2).

A person may occupy only one Licence at a time. A Licence Holder who wishes to take out their own Subscription with a Licence for themselves first leaves the Licence they occupy (Article 5.6).

5.5. Addition and removal of Licences

The Subscriber may change the number of Licences at any time from the subscription page of the Application. A Subscription concluded online may carry up to two hundred Licences; beyond that, the Subscriber contacts Synkro.

Addition. An added Licence is available immediately, with its Licence Code. It is invoiced pro rata for the current Billing Period. If the new number of Licences reaches a higher Discount Tier, that Tier applies immediately to all the Licences of the Subscription, pro rata for the remaining period. The amount resulting from this calculation appears on the invoice for the following Renewal Date. The addition ends any promotional code that was applied (Article 4.2).

Removal. Only an unassigned Licence may be removed; its Licence Code then becomes invalid. Removal gives rise to no refund or credit note for the current Billing Period: for invoicing purposes, it takes effect on the following Renewal Date. From that Renewal Date, the Discount is recalculated on the number of remaining Licences.

The number of Licences cannot fall below the number of assigned Licences. To reduce it further, the Subscriber first releases a Licence (Article 5.6).

5.6. Release of a Licence and departure of a Licence Holder

Release by the Subscriber. The Subscriber may at any time release a Licence that they have assigned to another person. **Release immediately ends the access** that the Licence provided to its Licence Holder; the Licence becomes available again with a new Licence Code. The Subscriber undertakes to notify the Licence Holder a reasonable time before releasing their Licence, in order to allow them to export their data or to take out their own Subscription.

The Licence that the Subscriber reserved for themselves when taking out the Subscription remains attached to them throughout the Subscription; to end it, they terminate the Subscription (Article 12).

Departure of the Licence Holder. A Licence Holder may leave their Licence at any time from the Application. Their access ends immediately, and the Licence becomes available again to the Subscriber with a new Licence Code.

In both cases, what happens to the Licence Holder's account and data is governed by Article 5.8.

5.7. Relations between the Subscriber and the Licence Holders

Payment for a Licence gives the Subscriber **no access to the Records** held by a Licence Holder, under the conditions of Article 5.3 of the Terms of Use. Membership of a Practice or a Team is independent of invoicing: a Licence Holder may be part of one with their own Subscription, and a Licence paid for by a Subscriber does not require membership of any Practice or Team.

Each Licence Holder retains their own account, their own Records and, where applicable, their own identification number with the health insurance funds.

The relations between the Subscriber and the Licence Holders (employment contract, collaboration, cost sharing) are solely a matter for them. Synkro is not a party to them.

5.8. End of a Licence or of the Subscription

When the Subscription ends, through termination (Article 12) or for non-payment (Article 11), each Licence Holder's access is paused at the end of the last paid Billing Period. When a Licence is released or left (Article 5.6), access is paused immediately.

In all cases, the Licence Holder's account and data are retained and remain exportable for at least ninety days, under the conditions of Article 13. The Licence Holder may at any time take out their own Subscription, or activate another Licence Code, and regain access to their data without loss.

6. Fair Use of the Biomechanical Analysis

When the Offer includes the Biomechanical Analysis, the Licence includes a volume of analyses sized for normal professional use. This volume is not invoiced per unit and is not subject to any visible count.

A Fair Use threshold is set at **two hundred analyses per month and per Licence**. Beyond that, Synkro contacts the Subscriber and the Licence Holder in order to adapt the Offer. No suspension or additional invoicing takes place without this prior discussion and without the Subscriber's agreement.

7. Free Trial

Any person who registers benefits from a Free Trial of **fourteen days**, without a bank card. The trial is personal: a person benefits from it only once. It starts upon registration and ends at midnight, Brussels time, on the fourteenth day that follows.

The registration interface indicates that it is a fourteen-day Free Trial, that no bank card is required and that no charge will be made without a Subscription. Synkro may send information e-mails during the trial, in particular to remind the user of its end date.

At the end of the trial, no charge is made: access is paused until a Subscription is concluded or a Licence Code is activated. **No debit can take place without an explicit Subscription.** The data remains retained and exportable under the conditions of Article 13.

When a Subscription is concluded during the trial, the first charge is made at the end of the trial. However, when the trial ends less than forty-eight hours after the Subscription, the first charge is made upon the Subscription.

8. Subscription and payment

The Subscription is concluded online from the subscription page of the Application. The Subscriber chooses the Offer, the billing frequency, monthly or annual, and the number of Licences, then enters a valid payment method and their billing address. They may indicate their VAT number.

Payments are processed by Stripe Payments Europe Limited (“Stripe”), a provider authorised in the European Union and certified PCI-DSS Level 1. Synkro neither collects nor stores bank card numbers: payment data is sent directly to Stripe by means of a secure token and managed exclusively by Stripe. The role of Stripe and the framework for the transfers it carries out are described in the Privacy Policy, section “Recipients and sub-processors”.

No payment method is requested at registration or during the trial. The price is charged in advance, upon the Subscription and then on each Renewal Date. Stripe sends the Subscriber a receipt by e-mail after each payment. Synkro may also inform the Subscriber by e-mail before a charge.

The Subscriber manages their payment method, their billing address and their invoices from their account settings.

9. Invoicing

An invoice is issued in the name of the Subscriber for each charge and remains accessible from the account settings. It states Synkro’s legal information (name, address, enterprise number), the details of the Licences invoiced and the VAT statement corresponding to the regime in force.

Invoices are retained by Synkro for the period indicated in the Privacy Policy, section “Retention periods”.

10. VAT regime

10.1. Current regime

Prices are expressed **excluding VAT**, whatever the applicable regime.

Synkro is a taxable person under the special VAT exemption scheme for small businesses (Article 56bis of the Belgian VAT Code). As long as this scheme applies, no VAT is invoiced and each invoice bears the statement: “Special exemption scheme for small businesses”.

10.2. End of the exemption scheme

If this scheme ceases to apply, in particular where the statutory annual turnover threshold is exceeded or in the event of voluntary waiver, VAT is added to the prices excluding VAT according to the following rules:

- for Subscribers established in Belgium: Belgian VAT at the applicable rate;
- for taxable Subscribers established in another Member State of the European Union and holding a valid VAT number: supply located in the customer’s Member State (Article 21, § 2, of the Belgian VAT Code) and reverse charge of VAT by the customer (Article 196 of Directive 2006/112/EC);
- for Subscribers established in another Member State and not identified for VAT: VAT of the customer’s Member State, declared through the One-Stop Shop (OSS) when the applicable European threshold is exceeded, Belgian VAT below that threshold.

A Subscriber established in another Member State provides their VAT number when taking out the Subscription so that the applicable regime can be correctly determined.

The addition of VAT is not a price change within the meaning of Article 15: prices excluding VAT remain identical. Synkro informs Subscribers at least thirty days before it applies and indicates to them the amount that will actually be debited.

The Subscriber may terminate their Subscription free of charge within thirty days of this notice. Termination takes effect at the end of the current Billing Period, and no subsequent period is invoiced.

11. Payment default

If a charge fails, Stripe automatically makes new attempts according to its retry policy, and the Subscriber is invited to update their payment method.

As long as the payment has not been settled, Synkro may suspend the access linked to the Subscription, that of the Subscriber as well as that of each Licence Holder, once the paid Billing Period has ended. Access is restored as soon as the payment is settled, without loss of data and without reassignment of the Licences.

After a period of fifteen days without settlement, Synkro may end the Subscription. The consequences for the Licence Holders and for the data are those set out in Articles 5.8 and 13.

12. Termination

12.1. Duration and renewal

The Subscription, whether monthly or annual, is automatically renewed on each Renewal Date, for an identical period, until it is terminated.

12.2. Termination by the Subscriber

The Subscriber may terminate the Subscription at any time from their account settings. Termination takes effect at the end of the current Billing Period: at the end of the current month for a monthly Subscription, at the end of the current year for an annual Subscription. The access of the Subscriber and of each Licence Holder is maintained until that date, and is then paused (Article 5.8).

Except in the cases provided for in Articles 16 and 21, no refund is granted for a period that has begun, including for the remaining months of an annual Subscription.

The termination of a Subscription has no effect on other Subscriptions, in particular those of the other members of the same Practice or the same Team.

12.3. Suspension and termination by Synkro

Synkro may suspend or terminate a Subscription in the event of non-payment (Article 11) or of a breach of the users' obligations, under the conditions provided for in the Terms of Use, Article 22.

12.4. Services on quotation

The duration and the termination arrangements for services on quotation are set by the corresponding proposal (Article 25.2).

13. Data retention and export

Data export is governed by the Terms of Use, section "Data export and portability": it is possible throughout the duration of the Subscription or the Licence and throughout any pause of access, and in any event for at least ninety days after the end of the Subscription, the Licence or the trial, including when access is paused.

The retention of data after the end of the Subscription, the Licence or the trial, and the deletion of an account that has remained inactive, are governed by the Privacy Policy, section "Retention periods". The obligations specific to Healthcare Professionals regarding the retention of the patient record are set out in the Terms of Use, Article 14.4.

14. No right of withdrawal

These Terms and Conditions of Sale are addressed to professionals acting in the course of their professional activity. As they are not consumers within the meaning of the Belgian Code of Economic Law, they cannot invoke the right of withdrawal provided for in Articles VI.47 to VI.53 of that code.

15. Price changes

Synkro may change its prices excluding VAT. Any increase is communicated to Subscribers by e-mail at least thirty days before its date of application. It never applies to a Billing Period that has already been paid: it takes effect on the first Renewal Date following its date of application.

A Subscriber who refuses the increase may terminate their Subscription, free of charge, before its date of application. Failing termination within this period, the new prices are deemed accepted.

The following do not constitute a price change within the meaning of this article: the addition or modification of VAT resulting from a change in tax regime (Article 10), or the change in the legal form of Synkro (Article 22), provided that prices excluding VAT remain unchanged.

16. Development, discontinuation or merger of a product

Synkro develops the Application and may modify its features, without substantially reducing the content of the Offer subscribed to.

Synkro may decide to discontinue a product or to merge it with another, for example by integrating Synkro Motion into Synkro Clinic. In that case:

- the Subscribers and Licence Holders concerned are informed at least three months in advance;
- data export remains guaranteed under the conditions of Article 13, for at least ninety days from the actual discontinuation;
- a merger entails no price increase: the Licences are carried over into the merged product at a price excluding VAT that is not higher than that of the Offer subscribed to;
- in the event of discontinuation, the part of the price corresponding to the full months not performed of a Billing Period already paid is refunded.

A merger of products does not change the routing rule of Article 3.2.

17. Support and complaints

17.1. Support

Support is provided by e-mail at contact@synkroclinic.com. Synkro responds in principle within two working days. For support, Synkro is bound by an obligation of means.

17.2. Complaints

Any complaint relating to the Subscription, invoicing or the service is handled in accordance with the Terms of Use, section "Complaints": it is first sent by e-mail to contact@synkroclinic.com, Synkro responds within fifteen days and, failing agreement, the dispute is brought before the courts designated in Article 27.

18. Personal data protection

The capacities of Synkro, of the Licence Holders and of the other Professionals under the GDPR are set by the Terms of Use, Article 21, and by the DPA, which applies to every Professional. The

Subscriber acquires, merely by virtue of the Subscription, no capacity with regard to the data of Monitored Individuals (Article 5.7). The Privacy Policy describes all the processing operations, the recipients, the retention periods and the rights of data subjects.

Monitored Individuals who are minors. The following rule applies to any Monitored Individual who is a minor, whether Patient or Athlete, regardless of the country:

- **under thirteen years of age:** the account is created and any consent is given exclusively by the holder of parental authority;
- **from thirteen to eighteen years of age:** consent is given jointly by the minor and by the holder of parental authority.

This rule is more protective than the thresholds laid down by national laws (thirteen years in Belgium, fifteen years in France); it therefore applies in all cases. The Professional verifies the age of the Monitored Individual and obtains the required consents before sending them an invitation code and before any video recording.

19. Confidentiality

Synkro undertakes to respect the confidentiality of the information to which it may have access in the context of technical support or the operation of the infrastructure.

Any person acting on behalf of Synkro is subject to a contractual obligation of confidentiality. Access to the data of Monitored Individuals is limited to cases of technical necessity only and is logged in accordance with Synkro's internal security policy.

20. Liability

Synkro is bound by an obligation of means in providing the service. It is liable for its subcontractors, in particular the hosting provider, as for its own acts; only force majeure (Article 21) releases it from a failure attributable to them.

The cases in which Synkro's liability is not incurred as a result of the use of the Application, in particular the clinical, sporting or administrative decisions taken by a Professional, are set out in the Terms of Use, Article 18.

In any event, Synkro's liability, for all damage combined, cannot exceed the amount excluding VAT actually paid under the Subscription concerned during the twelve months preceding the triggering event. With regard to a Licence Holder, this cap is calculated on the part of that amount corresponding to their Licence. This limitation does not apply in the event of gross negligence or wilful misconduct by Synkro.

Services on quotation may provide for a separate cap, specified in the proposal (Article 25.2).

21. Force majeure

Force majeure means any external, unforeseeable and irresistible event within the meaning of Belgian law that prevents the normal performance of obligations: natural disaster, war or terrorism, pandemic, decision of a public authority, cyberattack of exceptional scale that appropriate security measures could

not prevent, or widespread interruption of telecommunications or energy networks. A breakdown, unavailability or failure of the hosting provider or of another subcontractor of Synkro does not constitute force majeure, unless it itself results from an event meeting this definition.

In the event of force majeure, the performance of the obligations of the affected party is suspended for the duration of the event. If the event continues beyond sixty consecutive days, each party may terminate the Subscription without compensation. The part of the price corresponding to the full months not performed of a Billing Period already paid is then refunded, and the export right provided for in Article 13 is maintained.

22. Assignment of the contract and change in the legal structure of Synkro

Synkro is currently operated by Thomas Theben Leutenez as a self-employed sole trader. A transition to a company form is planned.

Where applicable, these Terms and Conditions of Sale, as well as the Terms of Use, the Privacy Policy and the DPA, will be **assigned to the company thus formed**, which will take over all of Synkro's rights and obligations. The Subscriber and the Licence Holders accept this assignment now, on the express condition that it entails **no change to the prices excluding VAT, the features subscribed to, the commitment periods or the commitments made regarding data protection**.

Customers are informed at least thirty days before the assignment, with the new name, the new enterprise number and the new contact details. The location where the data is hosted and the identity of the subcontractors remain unchanged.

23. Amendment of these Terms and Conditions of Sale

Synkro may amend these Terms and Conditions of Sale. Any substantial amendment is notified to Subscribers, by e-mail and in the Application, at least thirty days before it takes effect. A Subscriber who refuses it may terminate their Subscription free of charge before that date; otherwise, the new version applies from the date it takes effect.

Price changes are governed by Article 15.

24. Provisions specific to healthcare professionals (Synkro Clinic)

This article applies to Healthcare Professionals, in addition to Articles 1 to 23, 26 and 27, in accordance with the routing rule of Article 3.2.

24.1. Offers concerned

The "Synkro Clinic", "Synkro Clinic + Admin", "Synkro Clinic + Motion" and "Complete Offer" Offers are reserved for Healthcare Professionals. A Healthcare Professional who uses the Biomechanical Analysis through the "Synkro Clinic + Motion" Offer or the "Complete Offer" remains entirely governed by this article, including for the athletes they monitor outside a care setting.

24.2. Administrative Module

The Administrative Module, included in the “Synkro Clinic + Admin” and “Complete Offer” Offers, brings together the eHealth and MyCareNet services described in the Terms of Use, Article 14.8: reading of the eID card, consultation of insurability (Member Data), electronic certificates (eAttest), invoicing to health insurance funds (eFact) and medical advisor approvals (eAgreement). Each Healthcare Professional uses them with their own eHealth certificate. The data processed, the capacity of the parties and the recipients are described in the Terms of Use, Article 14.8, in the Privacy Policy and in the DPA.

Gradual opening. Each service requires an accreditation issued by the competent authorities. The services are made available one by one, as they open, without any commitment as to dates. Synkro informs the Customers concerned of each opening. Before any Subscription to an Offer including the Administrative Module, Synkro indicates the services open on that date.

The Healthcare Professional remains responsible for the content of the certificates, invoices and requests they transmit, in particular the services and nomenclature codes, and for compliance with the health care insurance regulations. Synkro is responsible for the technical compliance of the transmission.

24.3. VAT regime for healthcare professionals

A Healthcare Professional whose services are exempt from VAT (Article 44 of the Belgian VAT Code; in France, Article 261, 4, 1° of the French General Tax Code) in principle has no right of deduction: any VAT that came to apply would constitute a definitive cost for them. This is why Article 10.2 allows them to terminate free of charge if Synkro's exemption scheme ends. The amount actually debited is indicated to them before any Subscription and before any change of regime.

24.4. Professional secrecy

Synkro acknowledges the particular sensitivity of health data and the professional secrecy to which the Healthcare Professional is bound. The confidentiality commitments of Article 19 apply to this data with heightened rigour: no access takes place outside of absolute technical necessity, and each access is logged.

25. Provisions specific to sports professionals (Synkro Motion)

This article applies to Sports Professionals, in addition to Articles 1 to 23, 26 and 27, in accordance with the routing rule of Article 3.2.

25.1. Offer concerned and nature of the service

The “Synkro Motion” Offer and the services on quotation are reserved for Sports Professionals. Synkro Motion is not a medical device, under the conditions of the Terms of Use, Article 15.2.

25.2. Sports entities: services on quotation

Sports entities wishing to have dedicated modules, the integration of their own reference standards, exports to their systems, their own visual identity, guaranteed batch processing or specific service

commitments receive a separate proposal.

The quotation **does not replace these Terms and Conditions of Sale**: it supplements them for the services it describes. It covers work and commitments that do not exist in the standard Offer, and not a number of Licences, which falls under Article 5.

The quotation may provide for its own invoicing arrangements, duration, termination conditions, availability commitments, liability cap and intellectual property provisions.

25.3. VAT regime

A Sports Professional who is subject to VAT in principle has a right of deduction: any VAT that came to apply would then not constitute a cost for them. They nevertheless benefit, like any Subscriber, from the option to terminate provided for in Article 10.2.

26. Language

These Terms and Conditions of Sale are drafted in French. Translations into English and Dutch are provided for information purposes. **In the event of any discrepancy between the French version and a translation, the French version prevails.**

27. Governing law and jurisdiction

These Terms and Conditions of Sale are governed by Belgian law. Failing an amicable solution, in particular under Article 17.2, the courts of the judicial district of Brussels have exclusive jurisdiction, without prejudice to the mandatory rules protecting consumers and to the rights that data subjects derive from Article 79 of the GDPR.