Terms and Conditions of Sale

Synkro Clinic and Synkro Motion

Synkro · Thomas Theben Leutenez, self-employed

Version 3.9 · November 2026

These Terms and Conditions of Sale apply to any paid subscription to **Synkro Clinic** or **Synkro Motion**. They are in force from 11 November 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 or Licences it describes (Articles 5.5 and 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)
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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”**: the billing functions of Synkro Clinic and its services 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 Synkro Motion Offers (Motion Start and Motion Pro) and the services on quotation under Article 25.2 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 three-dimensional Biomechanical Analysis chooses a Synkro Clinic Offer that includes it ("Synkro Clinic + Motion" or "Synkro Clinic + Admin + Motion"), 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**, in whole euros. The annual price corresponds to ten monthly payments, i.e. two months free.

Synkro currently falls under the exemption scheme (Article 10.1): **no VAT is due, and the price displayed is the price invoiced**. If that scheme ends (Article 10.2), the prices of the Offers reserved for healthcare professionals are **inclusive of all taxes** (incl. VAT): the amount displayed remains unchanged and VAT is included in it. The prices of the Synkro Motion Offers are **exclusive of VAT** (excl. VAT): any VAT due is added to them.

Offer	Reserved for	Content	3D analyses per month (Article 6)	Monthly	Annual
Synkro Clinic	Healthcare Professionals	Patient record, assessments, clinical questionnaires and tests, exercises, calendar and online appointment booking, two-dimensional goniometer	None	€39 incl. VAT	€390 incl. VAT
Synkro Clinic + Admin	Healthcare Professionals	Synkro Clinic and Administrative Module (Article 24.2)	None	€79 incl. VAT	€790 incl. VAT
Synkro Clinic + Motion	Healthcare Professionals	Synkro Clinic and Biomechanical Analysis	100	€79 incl. VAT	€790 incl. VAT
Synkro Clinic + Admin + Motion	Healthcare Professionals	Synkro Clinic, Administrative Module and Biomechanical Analysis	100	€119 incl. VAT	€1,190 incl. VAT
Motion Start	Sports Professionals	Biomechanical Analysis in two and three dimensions, athlete record, longitudinal comparison, sourced reference standards, exports	20, for up to 5 Athletes	€39 excl. VAT	€390 excl. VAT
Motion Pro	Sports Professionals	The content of Motion Start	Unlimited (fair use)	€99 excl. VAT	€990 excl. VAT

Offer	Reserved for	Content	3D analyses per month (Article 6)	Monthly	Annual
Sports entities	Sports Professionals	Specific modules, reference standards, exports and service commitments (Article 25.2)	On quotation	On quotation	On quotation
Free Trial	Any person who registers	Access to the features of the Offer concerned for fifteen days (Article 7)	According to the Offer concerned	€0	Not applicable

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

All Offers can be subscribed to. The eHealth and MyCareNet services of the Administrative Module open one by one, as each is approved (Article 24.2).

Prices **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), according to the rule set out above: for the Offers reserved for healthcare professionals, any VAT due is included in the price displayed; for the Synkro Motion Offers, it is added to it.

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. The Synkro Motion founder code follows its own rules (Article 5.2).

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.

4.3. Technical requirements

The Application is used with an Internet connection:

- on a computer or a tablet, in a recent and up-to-date web browser: Google Chrome, Microsoft Edge, Mozilla Firefox or Apple Safari;
- on a phone or a tablet, with the Synkro mobile application, on iOS 15.1 or later, or on Android 7 or later.

Reading the Belgian electronic identity card, where offered, additionally requires a computer running Windows or macOS, a card reader, the official eID software (eid.belgium.be) and the Synkro eID Bridge component provided by Synkro. The eHealth and MyCareNet services of the Administrative Module, sending the written report and eHealthBox mail require the Healthcare Professional's personal eHealth certificate (Article 24.2; Terms of Use, Articles 14.8.3 and 14.12).

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 Discount applies **in brackets**. Each Licence is invoiced at the price of the bracket into which it falls, according to its rank among the Licences of the Subscription:

- the first Licence: full price;
- from the second to the fourth Licence: 25% discount;
- from the fifth Licence onwards: 40% discount.

The rule is the same for every Offer.

The price of a Subscription is always calculated in the same way, whatever the order in which the Licences were taken. Adding a Licence always increases the total amount and never increases the price of another Licence.

When a single Subscription combines Licences of several Offers, the most expensive Licences occupy the first ranks, and each Licence is invoiced at the price of its own Offer for the rank it occupies. Synkro Clinic and Synkro Motion are covered by separate Subscriptions: ranks are counted within each of them.

The monthly price of a discounted Licence is rounded down to the nearest euro; rounding always works in the Subscriber's favour, who never pays more than the announced discount. The annual price corresponds to ten times the monthly price, i.e. two months free. This results in the following prices, per Licence (monthly / annual):

Offer	1st Licence	2nd to 4th Licence	From the 5th
Synkro Clinic (incl. VAT)	€39 / €390	€29 / €290	€23 / €230
Synkro Clinic + Admin, Synkro Clinic + Motion (incl. VAT)	€79 / €790	€59 / €590	€47 / €470
Synkro Clinic + Admin + Motion (incl. VAT)	€119 / €1,190	€89 / €890	€71 / €710
Motion Start (excl. VAT)	€39 / €390	€29 / €290	€23 / €230
Motion Pro (excl. VAT)	€99 / €990	€74 / €740	€59 / €590

Example: a Subscription combining one Motion Pro Licence and two Motion Start Licences is invoiced €99 + €29 + €29, i.e. €157 excluding VAT per month.

Synkro Motion founder code. Synkro may give a personal founder code to a person of its choosing. Entered when the Subscription is concluded, this code entitles the holder to the Motion Pro Offer at a price of €59 per month or €590 per year, excluding VAT, for the first Licence of the Subscription; the other Licences follow the table above. The total number of uses of a given founder code is limited to ten; beyond that, the code is refused.

This price is maintained for as long as the Subscription continues without interruption, by way of derogation from Article 15; adding Licences does not end it, by way of derogation from Article 4.2. It is lost permanently at the first interruption of the Subscription, whether resulting from termination (Article 12) or from non-payment that has ended the Subscription (Article 11), with no possibility of reinstatement, including through a new Subscription.

The founder code and the price it provides are not transferable. They apply neither to Licences or services on quotation (Articles 5.5 and 25.2), nor to contracts concluded for a Team or an organisation. They cannot be combined with any other code or benefit, in particular a promotional code (Article 4.2).

In return, the person who benefits from the founder code authorises Synkro to name them among its customers and to publish a customer case study about them; the content of the case study is submitted to them and is published only with their agreement.

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 carries no more than nine Licences, whatever the Offer. From ten Licences, the Subscriber contacts Synkro, which sends them a proposal on quotation. That quotation sets the price and invoicing terms of the Licences it covers; these Terms and Conditions of Sale apply for everything else.

Addition. An added Licence is available immediately, with its Licence Code. It is invoiced **as soon as it is added**, pro rata for the time remaining until the Renewal Date, according to the rule in Article 5.2. The price of no other Licence increases. The addition ends any promotional code that was applied (Article 4.2), but not the founder code price (Article 5.2).

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 brackets are recounted 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. Synkro notifies the Licence Holder by e-mail when their Licence is released. The Subscriber nevertheless undertakes to notify them a reasonable time beforehand, 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. In Synkro Clinic, their Records also remain viewable at all times, in read-only mode (Terms of Use, Article 4.3). 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. Three-dimensional analyses included in the Offer

Each Licence includes, per month, a number of three-dimensional Biomechanical Analyses set according to the Offer:

- Motion Start: twenty analyses, covering up to five Monitored Individuals;
- Motion Pro: an unlimited number of analyses, subject to fair use (below);
- Synkro Clinic + Motion and Synkro Clinic + Admin + Motion: one hundred analyses;
- Synkro Clinic and Synkro Clinic + Admin: no three-dimensional analysis; these Offers include the two-dimensional goniometer.

During the Free Trial (Article 7), the limits of the Motion Start Offer apply. For Licences covered by a quotation (Articles 5.5 and 25.2), the number is set by the quotation; failing that, the rules of the Motion Pro Offer apply.

These limits apply per Licence Holder and per calendar month, Brussels time. An analysis is counted as soon as it is started, including when it is restarted; an analysis that fails without any result being made available is not counted. Two-dimensional analyses are never counted.

Monitored Individuals (Motion Start). A Monitored Individual is counted for the month as soon as the first three-dimensional Biomechanical Analysis concerning them is started during that month; they remain counted even if their Record is later deleted. They may be the subject of further analyses during the same month, within the number of analyses of the Offer. A Record corresponds to a single person: grouping several persons in one Record is contrary to the use of the Application. This limit does not

apply to Motion Start Licences of Subscriptions concluded before 11 November 2026, for as long as those Subscriptions continue.

Fair use (Motion Pro). A Motion Pro Licence serves the professional activity of its sole Licence Holder and is not shared. No monthly number blocks its starts. Beyond two hundred analyses during a month, the Application informs the Licence Holder and invites them to contact Synkro; Synkro may also contact the Subscriber. The purpose of this contact is to review the use and, where appropriate, offer a better-suited arrangement, for example one Licence for each person who analyses, or an offer on quotation for a Team or an organisation.

Protection of the service. For all Offers, Synkro may temporarily refuse a start where the same Licence has started more than sixty three-dimensional Biomechanical Analyses during the past hour; starting becomes possible again a few minutes later. This measure protects the service against bursts of starts and does not reduce the number of analyses included in the Offer.

Analyses are never invoiced per unit. Analyses not used during a month are not carried over to the following months.

The Application shows at all times the number of analyses used and remaining for the current month (for Motion Start, also the number of Monitored Individuals), and warns the Licence Holder once eighty per cent of them have been used.

Once this number is reached, no new three-dimensional Biomechanical Analysis can be started before the first day of the following month. In Synkro Motion, no new two-dimensional Biomechanical Analysis can be started either until that date; in Synkro Clinic, two-dimensional analyses and the goniometer remain available. Once, in Motion Start, the number of Monitored Individuals is reached, no three-dimensional Biomechanical Analysis can be started for another Monitored Individual before the first day of the following month; those already counted can still be analysed, within the number of analyses. Analyses already started continue; reports, Records and data export remain available. Synkro informs the Licence Holder and, where a different person, the Subscriber, and offers them to switch to the higher Offer where one exists or, failing that, a tailored proposal on quotation. The switch to the higher Offer takes effect immediately; the price difference is invoiced upon the switch, pro rata to the time remaining until the Renewal Date.

7. Free Trial

Any person who registers benefits from a Free Trial of **fifteen 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 fifteenth day that follows.

The registration interface indicates that it is a fifteen-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

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 becomes due. **It is then included in the price displayed for the Offers reserved for healthcare professionals, and added to the price displayed for the Synkro Motion Offers** (Article 4.1). The territoriality rules are as follows:

- 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 application of VAT is not a price change within the meaning of Article 15. For the Offers reserved for healthcare professionals, the amount debited remains the same. For the Synkro Motion Offers, the price excluding VAT remains the same and only the VAT due is added to it. Synkro informs Subscribers at least thirty days before it applies and tells 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.

Record migration format. Synkro undertakes to enable the import and export of a patient record in the record migration format ("Patient Migration File") as soon as such a format is published for physiotherapy by the competent authorities.

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.

Updates and new versions. Updates and new versions of the Application are included in the Subscription at no additional cost, including the features introduced to meet registration, certification or accreditation requirements. They apply automatically: in the browser, the next time the Application is loaded; for the mobile application, through the app stores.

When a version of the Application is certified or validated by the competent authorities (registration with the INAMI-RIZIV, eHealth or MyCareNet accreditations), Synkro makes it available to all Customers concerned no later than three months after the corresponding decision.

With each update, Synkro carries over all the data of the previous version, including that of archived Records, without any action by the Customer. If an update fails, the data are restored from the backups (Terms of Use, Article 17).

17. Support and complaints

17.1. Support

Support is provided by e-mail at contact@synkroclinic.com and by telephone at +32 497 32 27 80, Monday to Friday during office hours, excluding Belgian public holidays.

Synkro intervenes remotely, by remote maintenance, within one working day for a failure that prevents the use of the Application, and within five working days for other requests. These periods run from the receipt of the request. They commit Synkro to intervene within the period; the resolution itself is subject to an obligation of means.

When remote intervention is not enough, in particular for the electronic identity card reader or the Synkro eID Bridge component installed on the Professional's computer, Synkro intervenes at the Professional's premises, in Belgium, by appointment, within five working days of the finding that remote intervention is not enough, at no extra charge.

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.

17.3. Warranty

Synkro warrants that the Application conforms to the description of the Offer subscribed to and corrects the anomalies reported to it throughout the term of the Subscription, at no additional cost. This warranty is an obligation of means. It does not cover malfunctions caused by the user's hardware, network or software, or by use that does not comply with the Terms of Use.

17.4. Training

Synkro offers, free of charge and on request to support, individual remote training in the use of the Application. The help section of the Application presents the new features of each version in writing.

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 four Synkro Clinic Offers (“Synkro Clinic”, “Synkro Clinic + Admin”, “Synkro Clinic + Motion” and “Synkro Clinic + Admin + Motion”) are reserved for Healthcare Professionals. A Healthcare Professional who uses the Biomechanical Analysis through a Synkro Clinic 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 “Synkro Clinic + Admin + Motion” Offers, brings together, as described in the Terms of Use, Article 14.8, the billing functions (coding of sessions, paper certification and receipt, tracking of medical advisor approvals and of income) and the eHealth and MyCareNet services: consultation of insurability (Member Data), electronic certificates (eAttest), invoicing to health insurance funds (eFact) and medical advisor approvals (eAgreement). Each Healthcare Professional uses these services with their own eHealth certificate. Reading the eID card is part of Synkro Clinic, without the Administrative Module. 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.

Version submitted for registration. The version of Synkro Clinic that Synkro submits for registration with the INAMI-RIZIV for physiotherapy is that of the Offers which include the Administrative Module (“Synkro Clinic + Admin” and “Synkro Clinic + Admin + Motion”). These Offers include, at no extra charge, all the functionalities required by the registration criteria, including those introduced later (Article 16). The “Synkro Clinic” Offer on its own is patient follow-up software: it is not submitted for registration.

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.

24.5. Administrative accounts

Each Practice may open, at no extra charge, up to three administrative accounts for its staff (Terms of Use, Article 11.2). Beyond that, additional accounts may be offered on quotation.

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. Offers concerned and nature of the service

The “Motion Start” and “Motion Pro” Offers and the services on quotation under Article 25.2 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. A quotation covering ten or more Licences falls under Article 5.5.

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.