

These terms apply to everyone who orders or uses LakTiq to prepare, process and analyse lactate tests and to report on them. They set out what the software is for, who takes care of what, and what Toptimum does and does not promise. They exist in Dutch and English. Version 1.2, 12 October 2026.

Sport, not medicine.

LakTiq estimates thresholds and training zones. It does not diagnose.

Your device, your data.

Everything stays on the device you work on. Toptimum receives no data about your athletes.

Your test, your responsibility.

Testing safely, obtaining consent and making backups are up to you.

Careful work, limited liability.

Toptimum works with care, but is not liable for everything (section 7).

1 · WHO WE ARE

LakTiq is software by Toptimum Sport CommV, trading as Toptimum Performance (hereafter 'Toptimum', 'we' or 'us'), with its registered office at Lindenhoeve 31, 2350 Vosselaar, Belgium, enterprise number 0735.624.739, RLE Antwerp, Turnhout division. You can reach us at pieter@toptimumperformance.be or on +32 498 10 10 55. By *you* we mean whoever orders LakTiq: a coach or test leader, or an organisation that orders a licence for a coach and is responsible for that coach's use. We sell LakTiq only to businesses, self-employed professionals and clubs or associations, for their professional or club work; when you order, we ask for your enterprise number or the name of your club.

2 · WHAT LAKTIQ IS FOR

LakTiq is intended for coaches and test leaders who work with healthy athletes. It turns the readings of an incremental lactate test into thresholds, training zones and a report, solely to plan and monitor training.

- **Not a medical device.** LakTiq is not intended to diagnose, prevent, monitor, predict or treat any disease, injury or disability, nor to provide information about a disease or a pathological condition. Do not use it for medical decisions and do not present it as a medical device. Symptoms or concerns about someone's health are a matter for a doctor.
- **Estimates, not definitive findings.** Every result rests on a limited number of measurements and carries a measurement uncertainty; the app and the coach appendix of the report show it. A result never replaces your own judgement.
- **What you need.** A laptop or PC with Windows and a recent version of Google Chrome or Microsoft Edge. LakTiq is made for running (track, road and treadmill); it does not support other sports, nor a phone or tablet. Always open LakTiq in the same browser and the same browser profile: your data is stored in that browser.

3 · YOUR RESPONSIBILITIES

- **A safe test.** You decide whom you test and how. You check that the athlete may take the test, for example with a health declaration or a sports-medical screening. You take blood samples hygienically, you are able to give first aid, and you stop the test at any stopping criterion in the manual. You follow the rules that apply where you work, including who may take blood.
- **Your athletes' data.** For that data you, or the organisation you work for, are the controller within the meaning of the GDPR. Because lactate and heart-rate values are health data, you obtain the athlete's explicit consent before the test, and for a minor that of a parent or guardian (the manual contains sample forms). You inform your athletes and answer their requests for access or erasure. LakTiq helps: it can export one athlete's data and erase it permanently, but the erasure only happens on the device where you carry it out. Backups and reports you keep elsewhere are yours to clear. You protect your device with a screen lock and a strong password.
- **Your backups.** The data exists only on your device. Back up regularly to another location; LakTiq will remind you. Without a backup, a faulty or lost device can cost you all your data.
- **What you report.** The report carries the name and brand you enter under Settings and, by default, a small 'Powered by LakTiq' in the footer. You can switch that off; it is included in every licence. You check the report. You decide what your athlete receives and to whom you send the report.

4 · WHAT LAKTIQ SENDS

LakTiq performs all calculations on the device you work on and stores all data there too. The app sends no measurements, names or photos to a server. Toptimum receives no data about your athletes: LakTiq is built so that this data does not leave your device. Toptimum therefore does not process it and is not a processor within the meaning of the GDPR.

Only when you make a QR code, import a PDF or convert a HEIC photo does the app fetch a supporting file from a public library server (jsDelivr, unpkg or cdnjs). The app checks such a file against a fixed fingerprint and does not use it if it differs. No data about your athletes is sent with it; that server sees only what any website sees, such as your IP address. If you open LakTiq through a web address, your device fetches the app itself from that web server, and your data still stays on your device. When you e-mail an athlete or report a problem, LakTiq opens your own e-mail program: you check the message and send it yourself. A problem report contains only technical data, such as versions, browser and counts, and no names, dates of birth or measurements.

Do not include athlete data in a problem report or any other e-mail to Toptimum, and do not attach a backup or a report. If we receive such data anyway, we delete it and do not use it. For your own data as a customer – name, e-mail address, order, invoice and your e-mails to us – Toptimum is the controller. How we handle it is set out in our privacy statement at toptimumperformance.be (Legal page).

5 · YOUR ORDER AND LICENCE

These terms form part of your order. You can read them and save them as a PDF before you order; by ordering, you accept them. You also receive them as a PDF with your order confirmation, and we keep a record of which version applies to your order.

Toptimum grants you a non-exclusive, non-transferable right to use LakTiq for as long as your licence runs. Each licence is personal: it covers one coach, for their own work as a coach or test leader, on the devices that coach works on. If several coaches in your organisation use LakTiq, each of them needs their own licence. Your licence runs for the term stated in your order and then ends automatically; you renew by placing a new order. The price is stated in your order. Your licence is in a name: the coach's name, and the organisation's if it orders, is shown in the app and in the package you receive. If a coach for whom an organisation ordered the licence leaves, the organisation can have the licence moved to another coach for the rest of its term; let us know and you receive a package in the new name.

Money back. If you are not satisfied after your first order, let us know within thirty days: you receive the full licence fee back. Your licence then ends, and you may use LakTiq only to export your data.

You may not sell, rent out, lend, pass on or publish LakTiq. You may not modify, reverse-engineer or imitate the software, nor make copies of it other than to use it on the devices you work on and as a backup, unless the law allows more. The LakTiq name, the logo, the software, the manual and the other LakTiq documents remain the property of Toptimum.

You may freely use and adapt the reports you make with LakTiq and share them with your athletes and those who work with them, also after your licence ends. The standard texts and design in those reports remain Toptimum's, but we allow this use without an end date. Toptimum claims no rights in your athletes' data.

6 · UPDATES AND SUPPORT

Toptimum updates LakTiq to fix errors and to improve it, without removing its core functions: preparing, processing and analysing lactate tests, and reporting on them. A new version costs you nothing extra; we announce it by e-mail to the address of your order. If a new version removes something you use, we e-mail you in advance and you may keep using the previous version until your licence ends. If you do not install a new version, Toptimum is not liable for an error that version fixes, provided we told you about that version and this consequence. Every version carries a version number, shown under Settings (section Help). For questions, e-mail pieter@toptimumperformance.be. We answer as quickly as we reasonably can, but promise no fixed response time.

7 · LIABILITY

Toptimum builds LakTiq with care, tests every version and fixes errors you report within a reasonable time. Toptimum cannot promise that LakTiq will always work without errors. Toptimum is not liable for:

- decisions that you or your athlete make on the basis of a report or result, for example about training or competition planning: a result is an estimate (section 2) and the decision remains yours. Where the damage results from an error in LakTiq's own calculations, this exclusion does not apply, but the limit below does;
- loss of data from a cause outside LakTiq, such as a faulty or lost device, cleared browser data or a missing backup. If data is lost through an error in LakTiq itself, Toptimum will help you restore it from your latest backup; any further damage falls under the limit below;
- indirect loss, such as loss of income or damage to reputation.

In all other cases, Toptimum's total liability per contract year is limited to the amount you paid for your licence for that contract year, with a minimum of 250 euros. These exclusions and limits do not apply in the case of fraud, wilful misconduct or gross negligence by Toptimum or by anyone for whom Toptimum is responsible, nor to damage resulting from death or from harm to a person's physical or mental integrity. Nor do they apply to the extent that the law otherwise prohibits them. If you are a consumer, also read section 10.

8 · WHEN YOUR LICENCE ENDS

You can stop using LakTiq at any time. If you stop before the end of the current term, the licence fee for that term is not refunded, unless the money-back arrangement in section 5 applies or the law provides otherwise. After your licence ends, you may no longer use LakTiq, except to export your data. Your data stays on your device; export it before you remove the app or clear your browser data. If you breach these terms and do not put this right within fifteen days of a written notice from Toptimum, Toptimum may end your licence. In the case of a serious breach, such as reselling the software, Toptimum may end your licence immediately.

9 · CHANGES, GOVERNING LAW AND COURTS

Toptimum may change these terms and the price for a valid reason, such as a change in the law, a new feature or a different way of supplying LakTiq. We e-mail you the new version, and what changes, at least thirty days before your licence ends. If you do not agree, you do not renew; your current licence runs to its end under the previous version. Before that, a new version applies only if you expressly accept it. Belgian law applies. Disputes between businesses go to the courts of the judicial district of Antwerp, Turnhout division. Between businesses, if the Dutch and English texts differ, the Dutch text prevails.

10 · IF YOU ARE A CONSUMER

We do not sell LakTiq to consumers (section 1). If you nevertheless order it outside your trade, business or profession, you are a consumer and these rules also apply. They take precedence over anything above that could be read otherwise.

- **Right of withdrawal.** You would normally have fourteen days to withdraw from your purchase without giving a reason. Because you receive LakTiq immediately after ordering, we ask you when you order to expressly agree to that immediate supply and to acknowledge that you thereby lose your right of withdrawal. We confirm both in the e-mail you receive after your order.
- **Statutory guarantee.** You have the statutory guarantee for digital content; nothing in section 7 limits it. The exclusions and limits in section 7 also do not apply where Toptimum fails to perform a main obligation, except in case of force majeure.
- **Courts and law.** The law determines which court has jurisdiction. If you live in another EU country, you may also go to the court where you live, and you keep the protection of the mandatory rules of that country.