Terms of use

These terms apply to everyone who orders or uses P.A.C.E. Pro to process runners' field tests and race results and to make a profile, zones and a report from them. They say what the software is for, who takes care of what, and what Toptimum promises and does not promise. They exist in Dutch and English. Version 1.0 of 3 November 2026.

Sport, not medicine.
P.A.C.E. Pro estimates performance characteristics. It makes no diagnosis.

Your computer, your data.
Everything is on the computer you work on. The app sends no data to a server.

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 (point 7).

1 · Who we are

P.A.C.E. Pro is software from Toptimum Sport CommV, trading as Toptimum Performance ('Toptimum' or 'we'), registered at Lindenhoeve 31, 2350 Vosselaar, Belgium, enterprise number 0735.624.739, RPR Antwerp, Turnhout division. You can reach us at pieter@toptimumperformance.be or on +32 498 10 10 55. *You* means whoever orders P.A.C.E. Pro: a coach, or an organisation that orders a licence for a coach and answers for that coach's use. We sell P.A.C.E. Pro only to businesses, self-employed people and associations, for their professional or association work.

2 · What P.A.C.E. Pro is for

P.A.C.E. Pro is intended for coaches who work with healthy runners. It turns time trial runs, sprints and race results into core speeds, ratios, zones and a report, solely to plan and monitor training.

- **Not a medical device.** P.A.C.E. Pro is not intended to diagnose, prevent, monitor, predict or treat any disease, injury or disability. Do not use it for medical decisions and do not present it as a medical device. Complaints or doubts about someone's health belong with a doctor.
- **Estimates, not findings.** Every result rests on a limited number of measurements and carries measurement uncertainty. Indications rest on your own measurements and on provisional conventions and have not been validated against a reference group. A result never replaces your own judgement.
- **What you need.** A Windows computer for the Windows app, or a recent version of Google Chrome or Microsoft Edge if you open P.A.C.E. Pro from the zip package. Your data is on the computer you work on. So always open P.A.C.E. Pro in the same way: in the Windows app or, with the zip package, in the same browser, with the same browser profile and from the same place.

3 · What you take care of

- **A safe test.** Time trial runs and sprints are maximal efforts. You decide whom you test and how, and you check that the runner may do the test. You follow the rules that apply where you work.
- **Your athletes' data.** You, or the organisation you work for, are the controller of that data under the GDPR. You inform your athletes, obtain their consent where needed (for a minor, that of a parent or guardian; imported lactate values are health data) and answer their requests for access or erasure. P.A.C.E. Pro can export and delete an athlete's data, but only on the computer where you do it. You clear up backups and reports kept elsewhere yourself, and you erase in LakTiq whatever you imported there. You secure your computer.
- **Your backups.** The data is on your computer. Back up regularly to another place; the app reminds you. The Windows app also automatically puts a copy in Documents\P.A.C.E. Pro. If that folder is in OneDrive, you decide whether the copies go along to Microsoft's cloud; until you choose, they stay on this computer only. That copy does not replace your backup. Without a backup, a faulty computer or clearing the P.A.C.E. Pro data on your computer can cost you everything.
- **What you report.** The report and the coach card carry the name and logo you enter, with a small 'Powered by P.A.C.E.' in the footer, unless you switch it off. You check the report and decide what your athlete receives.

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4 · What P.A.C.E. Pro sends

No data. P.A.C.E. Pro does all its calculations on the computer you work on, stores all data there and makes no outside requests, with one exception: the Windows app checks toptimumperformance.be for a new version (you can switch this off) and downloads it if you choose. Nothing about your athletes or your licence goes along. Toptimum receives no data about your athletes, so does not process it and is therefore not a processor under the GDPR. Exchange with LakTiq happens through a file on your computer: one you choose yourself or, in the Windows app, one in a shared folder in Documents. You always confirm before anything is taken over. The licence check takes place on your computer, without internet.

Do not put athletes' data in an e-mail to Toptimum, and do not attach a backup or report. If we receive them anyway, we delete them and do not use them. For your own data as a customer, Toptimum is the controller; see the privacy statement on toptimumperformance.be (Legal page).

5 · Order and licence

These terms form part of your order; by ordering you accept them. You can first try P.A.C.E. Pro for seven days with all features.

Toptimum grants you a non-exclusive, non-transferable right to use P.A.C.E. Pro while your licence runs. Each licence is personal: it covers one coach, for that coach's own work, on the devices that coach works on. Your licence is in your name. It runs for the period in your order and then ends by itself. The price is in your order. A licence can cover P.A.C.E. Pro alone or LakTiq as well; the LakTiq terms then also apply to LakTiq.

Money back. If you are not satisfied after your first order, tell us within thirty days and you get the full licence fee back. Your licence then ends and you may use P.A.C.E. Pro only to export your data.

You may not sell, rent out, lend, pass on or publish P.A.C.E. Pro. You may not modify, analyse or imitate the software, or copy it except to use it on your devices and as a backup, unless the law allows more. Each package carries a mark that traces a copy back to that package. The name P.A.C.E., the logo, the software and the documents remain Toptimum's property.

You may freely use the reports you make and give them to your athletes and those who work with them, also after your licence ends. Toptimum makes no claim to your athletes' data.

6 · New versions and help

Toptimum updates P.A.C.E. Pro to fix errors and improve it. A new version costs nothing extra during your licence; we announce it by e-mail. Each version carries a version number. For questions, e-mail pieter@toptimumperformance.be. We reply as soon as reasonably possible but promise no fixed period.

7 · Liability

Toptimum makes P.A.C.E. Pro with care, tests every version and fixes errors you report within a reasonable time. Toptimum cannot promise that P.A.C.E. Pro always works without error. Toptimum is not liable for:

- decisions you or your athlete take on the basis of a report or result: a result is an estimate (point 2) and the decision remains yours. If the damage results from an error in the calculations themselves, the limit below applies;
- loss of data from a cause outside P.A.C.E. Pro, such as a faulty or lost computer, data cleared on your computer or a missing backup;
- indirect damage, such as lost income or damage to reputation.

Otherwise, Toptimum's total liability per contract year is limited to the amount you paid for your licence for that year, with a minimum of 250 euros. These exclusions and limits do not apply in the case of fraud, intent or gross negligence, to damage from harm to a person's life or physical or mental integrity, or where the law prohibits them.

8 · End of your licence

After your end date everything keeps working for fourteen days, so that you can renew. After that the full P.A.C.E. closes (zones, indications, sessions, coach card, new athletes). Your data stays on your computer: viewing, your own tests and exporting remain possible, and you may use P.A.C.E. Pro only for that. Export your data before you remove the app or clear its data on your computer. If you do not keep to these terms and do not put that right within fifteen days of a written warning, Toptimum can end your licence; in the case of a serious breach, such as reselling the software, immediately.

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9 · Changes, law and courts

Toptimum can change these terms and the price for a valid reason. We e-mail you the new version 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. Belgian law applies. Disputes between businesses go to the courts of the judicial district of Antwerp, Turnhout division. If the Dutch and English texts differ, the Dutch text prevails between businesses.

10 · If you are a consumer

We do not sell P.A.C.E. Pro to consumers (point 1). If you nevertheless order it outside your profession or business, the mandatory consumer rules also apply, including the right of withdrawal and the legal guarantee on digital content; they take precedence over anything above that could be read otherwise. The law then determines which court has jurisdiction.

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