

General Terms and Conditions with Customer Information

Last Update: 29. January 2026

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1. Validity of the GTC

- a. The following General Terms and Conditions (hereinafter referred to as "GTC") shall apply exclusively to the business relationship between peakleap GmbH (hereinafter referred to as "Vendor") and the purchaser, who is hereinafter referred to as "Customer", of the Vendor's products.
- b. Deviating terms and conditions of the Customer shall not be accepted, even if the Vendor fulfils his/her contractual obligations without objection, unless the Vendor expressly agrees to the validity of the Customer's deviating terms and conditions.
- c. All personal terms apply equally to both genders. For reasons of better readability, the simultaneous use of masculine and feminine forms of language has been dispensed with.
- d. A "Consumer" within the meaning of these GTC is any natural person who enters into a legal transaction for purposes that are predominantly neither attributable to his commercial nor to his independent professional activity.
- e. "Entrepreneur" within the meaning of the GTC is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or self-employed professional activity.
- f. "Product" within the terms and conditions refers to any goods, services, and other performances offered by the seller, including any accessories and accompanying documentation, which are subject to the contract between the seller and the customer according to the product description provided by the seller to the customer or other agreement.
- g. Regardless of the terminology used in the GTC, such as "Vendor", the legal classification of the contract and the applicable statutory regulations are always determined by the legal requirements of the respective types of contracts. These GTC do not limit the statutory definitions and regulations in any way.

2. Contact and service details

- a. Please note the following information about the availability of our customer service.
- b. E-mail address: contact@fitiprm.com

- c. Contact form: <https://www.peakleap.com/fiti/contact>

3. Ordering Process and Conclusion of Contract

- a. The Customer can select from the products offered in the Vendor's assortment to the Customer and collect them in a so-called shopping basket. In the selection within the shopping basket, the product selection can be changed, e.g. deleted. Otherwise, the customer can initiate the completion of the order process.
- b. By clicking the button that concludes the order process, the Customer submits a binding offer to purchase the products contained in the shopping cart or in a corresponding selection overview to the Vendor.
- c. The Service Provider accepts the Customer's offer, whichever of the following events occurs first: (i) by means of an express declaration of acceptance in text form (e.g. by e-mail), (ii) by completion of the payment process, (iii) by a payment request addressed to the Customer, (iv) in the case of goods orders, by dispatching them; in the case of services, by commencement thereof; and otherwise by making the product available as contractually agreed. The Service Provider may accept the Customer's offer within the acceptance period. The acceptance period is one day. The acceptance period begins upon completion of the ordering process by the Customer and ends at midnight on its last day. If the Service Provider does not accept the Customer's offer within the acceptance period, no contract shall be concluded and the Customer shall no longer be bound by their offer.

4. Contract Text and Contract Language

- a. The Vendor stores the contract text (in particular the order data, product information, prices, these GTC as well as other legally required mandatory information) and makes it available to the Customer in text form, by email or at the latest upon delivery of the order or provision of the ordered service.
- b. If Customers have created a customer account, they can view their placed orders in their account. The full text of the contract is not accessible in the account area.
- c. The contractual language is English, contracts can be concluded in this language.

5. Digital Contents

- a. "Digital Contents" is content such as software, video as well as audio content, e-books or apps if it is provided digitally, e.g. as a download or stream (i.e. not delivered on data carriers such as CDs or Blu-Rays).
- b. The provisions of these GTC apply accordingly to the sale of Digital Content.
- c. For the use of the Digital Content, access to the Internet as well as common and usual display options that are reasonable for the Customer (e.g. a browser or PDF display software) are required. The Vendor assumes no responsibility for any impediments to accessing or retrieving Digital Content if such impediments are the responsibility of the Purchaser (this applies in particular to the Purchaser's access to the Internet).
- d. In the case of sales via app/play stores, we ask Customers to observe the contractual terms and customer information applicable in these stores.

6. Digital Services

- a. "Digital Service" means a service that allows the Customer, who is a Consumer, to create, process, store or access data in digital form; or a service that allows the sharing of or any other interaction with data in digital form uploaded or created by the Customer or other users of that service.
- b. The provisions of these GTC shall apply accordingly to Digital Services.

7. Duration, termination and renewal of service contracts

- a. The service is provided as a continuous performance over an extended period or at regularly recurring intervals (continuing obligation) and may be ordinarily terminated by either contracting party.
- b. The right to extraordinary termination for good cause remains unaffected for both contracting parties. Good cause exists if, taking into account all circumstances of the individual case and weighing the interests of both parties, it cannot reasonably be expected that the contractual relationship will be continued until the end of the notice period. Good cause may in

particular exist if i) the Customer fails to make agreed payments despite a reminder, ii) required acts of cooperation by the Customer are not performed and this significantly impedes or makes it impossible to provide the service, iii) the Customer breaches material contractual obligations or behaves in a manner that is significantly contrary to the contract, or iv) provision of services becomes impossible or unreasonable due to force majeure or unforeseeable circumstances within the meaning of these Terms and Conditions.

- c. The termination provisions do not affect the statutory rights of Customers who are consumers to withdraw from, revoke or otherwise terminate the contract. Statutory mandatory rights of consumers remain unaffected by the termination provisions.
- d. Subscriptions are concluded and billed either via the Apple App Store, the Google Play Store, or via the provider's website. Subscriptions purchased through the Apple App Store or the Google Play Store must be cancelled exclusively through the respective store. The provider has no access to these subscriptions and is not authorized to cancel them on behalf of the customer. Subscriptions purchased via the provider's website are cancelled by the customer through the user account on the website. The app displays information about the cancellation process only. The actual cancellation depends on the respective purchase channel.
- e. The subscription starts upon conclusion of the contract. After the contract is concluded, the customer receives a free trial period of fourteen (14) days. During this trial period, no payment is due. Access to the digital service is granted immediately upon conclusion of the contract. The customer may cancel the subscription at any time during the trial period. In this case, the contract ends without any costs and no charge will be made. If the subscription is not cancelled before the end of the trial period, the paid subscription continues automatically in accordance with the selected plan. The first charge is processed only after the trial period ends. After that, billing follows the agreed billing cycle. Payment details are required and provided at the time the subscription is concluded. The length of the free trial period may vary depending on the offer.

8. Subscriptions

1. Unless otherwise stated in the respective offer, the Subscription Period is one month | twelve months.
 - a. Unless a different renewal period is specified or otherwise agreed within the scope of the product description, the Subscription Contract is automatically

renewed by one month | twelve months unless it has been effectively terminated.

- b. "Subscription" is understood to mean the regular purchase of products or other services by "Subscribers" (how Customers are referred to under Subscription Agreements) within the framework of an ongoing contractual relationship (also referred to as a "Subscription Agreement") for a defined period of time (also referred to as a "Subscription Period").
- c. Unless otherwise stipulated in the respective offer, the period of notice is one month.
- d. A Subscription Agreement obliges the Vendor to deliver the services covered by the Subscription Agreement or to perform other services at the agreed times or intervals and within the agreed subscription period. The details of the individual Subscriptions are specified in each case with their respective offers.
- e. Termination shall be effective as of the next service or delivery due date or the next service or delivery within the Subscription Period.
- f. The Subscriber shall notify the Vendor immediately of any changes in the delivery or shipping address and shall otherwise be responsible for any impediment to delivery due to failure to notify the Vendor.
- g. The right to termination of the Subscription Agreement for good cause is reserved in accordance with the statutory provisions.
- h. Subscription contracts can be terminated in text form (e.g. e-mail).

9. Promotional vouchers

- a. "Promotion Vouchers" are vouchers which are issued free of charge by the Vendor within the scope of, for example, promotional campaigns (e.g. discount vouchers with percentage or fixed discounts). In contrast, vouchers that embody a certain monetary or material value and are purchased by the Customer as a product shall not be considered Promotion Vouchers.
- b. Promotion Vouchers can only be accepted on the terms and conditions communicated, subject to restrictions, e.g. validity for certain product groups, frequency of use and, in particular, only within the specified time limit.
- c. Unless otherwise stated, Promotional Vouchers cannot be combined with other Promotional Vouchers.

- d. Unless otherwise stated, the Promotional Vouchers issued to recipients may not be transferred to third parties.
- e. Promotion vouchers issued by the Vendor may only be redeemed with the Vendor.
- f. Unless otherwise stated, Promotion Vouchers can only be redeemed prior to completion of the order process.
- g. If a Promotion Voucher exceeds a value of goods, it will only be taken into account up to the value of the goods without any payment of the remaining amount.

10. Customer Account

- a. The Vendor provides the Customer with a Customer account. Within the Customer account, the Customer is provided with information about the orders and their Customer data stored with the Vendor. The information stored in the Customer account is not public.
- b. Customers are obligated to provide truthful information in their Customer account and to adjust the information in case of changes in the actual circumstances, as far as this is necessary (e.g. the changed email address in case of a change or the changed postal address before an order). Customers are responsible for any disadvantages that may arise due to incorrect information.
- c. Customers are responsible for their customer accounts within their sphere of influence and to the extent that it is reasonable for them to assume responsibility. It is the customers' responsibility to use the access data for their customer account with the utmost care and to take any measures to ensure the confidential and secure handling of the data and to prevent disclosure to third parties. Customers are required to inform the Vendor immediately if there is reason to suspect that a third party has knowledge of access data and/or is misusing the customer account.
- d. The Customer account may only be used in accordance with the applicable legal provisions, in particular the regulations for the protection of third-party rights, and subject to the Vendor's GTC, using the access masks and other technical access options provided by the Vendor. Any other type of use, in particular by external software such as bots or crawlers, is prohibited.
- e. When customers store, share or otherwise publish content or information in their customer account, they are responsible for that content. Depending on

technical capabilities, this content includes texts, images and personal details. The seller does not endorse the customers' content and does not identify with it. However, the seller reserves the right to take necessary actions in cases of legal issues or threats to third parties. These actions are based on carefully selected criteria with the aim of ensuring that each action is justified. It is assessed whether an action is necessary to resolve the problem or avert the danger. Furthermore, it is evaluated whether the action is proportionate to the seriousness of the problem or threat. Care is also taken to ensure that it is carried out with due diligence and after a thorough assessment of all relevant information and circumstances. Finally, the action must be based on an objective and unbiased assessment of the situation. Possible actions include deleting the relevant content, requests for statements or corrections, warnings, legal steps or even bans from premises. In deciding upon these measures, the seller takes into careful consideration the requirements of the situation and the rights and interests of all parties involved. In particular, customers' fundamental rights are taken into account in order to ensure a fair and equitable solution.

- f. Customers can cancel their customer account at any time. The Vendor can cancel the customer account at any time with reasonable notice, which is usually two weeks. The termination must be reasonable for the customer. The Vendor reserves the right to terminate for exceptional reasons.
- g. From the moment of termination, the Customer account and the information stored in the Customer account will no longer be available to the Customer. It is the Customer's responsibility to secure their data upon termination of the Customer account.
- h. Use of the app requires the creation of a user account. Authentication is carried out via a one-time access code sent to the email address provided by the customer. A traditional password is not required for login. The customer is responsible for providing a valid and accessible email address and for ensuring continued access to it. Access to the user account and the app ends upon termination of the subscription or contractual relationship.

11. Prices and Shipping Costs

Unless otherwise stated, all prices are total prices including the applicable statutory value added tax (VAT).

12. Payment Methods and Terms

- a. Unless otherwise agreed, payments shall be made without discounts, reductions or other rebates.
- b. When using financial institutions and other payment service providers, the terms and conditions and data protection information of the payment service providers also apply with regard to payment. Customers are requested to observe these regulations and notes as well as information within the framework of the payment process. This is particularly because the provision of payment methods or the course of the payment procedure may also depend on the agreements between the Customer and financial institutions and payment service providers (e.g. agreed spending limits, location-restricted payment options, verification procedures, etc.).
- c. The Customer shall ensure that the Customer fulfills the conditions incumbent upon the Customer, which are necessary for successful payment by means of the selected payment method. This includes, in particular, sufficient coverage of bank and other payment accounts, registration, legitimation and authorization with payment services and confirmation of transactions.
- d. If a payment is not made or reversed due to insufficient funds in the Customer's account, the provision of incorrect bank details or an unjustified objection by the Customer, then the Customer shall bear the fees incurred as a result, provided that the Customer is responsible for the failed or reversed booking and, in the case of a SEPA credit transfer, was informed of the transfer in good time (so-called "pre-notification").
- e. SEPA Direct Debit - By placing the order, the Customer grants the Vendor a SEPA direct debit mandate. By issuing the SEPA direct debit mandate, the Vendor is authorised to initiate the payment transaction, whereby the Customer's bank account is automatically debited. The Customer will be informed of the date on which the bank account will be debited (referred to as " Pre-Notification"). The Pre-Notification is not bound by form and can, for example, take the form of an invoice, details in an e-mail, on a website or be included in GTCs. The period of notice of the date on which the bank account is to be debited is 5 days (referred to as the "Pre-Notification Period"). The invoice amount is due after the direct debit mandate has been issued, but not before the Pre-Notification Period has expired. The account shall be debited before shipment of the goods but not before the expiry of the Pre-Notification Period. .
- f. Credit card payment - When placing an order, Customers provide their credit card details. The Customer's credit card will be charged immediately after

completion of the order and after the Customer's authorisation as the legitimate cardholder.

13. Copyright and Rights of Use

- a. The documents, instructions, informational materials, products and media - such as photographs, images, graphics, videos or audio recordings (hereinafter referred to as "Protected Content") - provided by the Vendor to the Customer may, unless expressly agreed otherwise, be used exclusively for the individual and contractual use by the Customer. In addition, they are protected by intellectual property rights, in particular copyright. The rights of use and exploitation of the Protected Content remain with the Vendor or the respective rights holders. The Customer undertakes to acknowledge and observe these usage restrictions as well as the intellectual property rights.
- b. The Customer is granted simple rights of use to utilise the acquired Protected Content for contractual purposes. Any further use or exploitation of the Protected Content is not permitted. In particular, Protected Content may not be reproduced, distributed, made publicly accessible on the internet or intranets, or otherwise made available to third parties.
- c. The Customer is not authorised to modify the Protected Content in terms of content, technology or editorial aspects, unless this is strictly necessary for contractual use, expressly permitted by the rights holder or allowed by law.
- d. The Vendor expressly reserves the right to use the Protected Content for commercial text and data mining. Text and data mining is the automated analysis of individual or multiple digital or digitised works in order to obtain information from them, particularly regarding patterns, trends and correlations. In particular, the Protected Content may not be used for the development, training, programming, improvement and/or enrichment of AI systems (including but not limited to generative AI systems) that can directly or indirectly output content, regardless of whether such content is protected by copyright. Furthermore, the purchaser undertakes to take reasonable and necessary measures to ensure that the acquired Protected Content is not subjected to text and data mining. This includes, for example, incorporating corresponding notices into their own terms of use and ensuring that employees are appropriately instructed (especially in relation to digital content). The specific details depend on the type of Protected Content and the nature of its use.
- e. If the Protected Content is subject to a specific usage licence, Customers will be informed about the usage licence. In the event of any conflict between the usage licence and these Terms and Conditions, the provisions of the usage

licence shall prevail.

- f. The permission to use the Protected Content is limited to private purposes and does not include any commercial or business use. The transfer of the Protected Content or any related content (including texts, images, audio, video, or training materials) to third parties, whether free of charge or not and including friends, acquaintances, or business partners, is not permitted.
- g. If there is a justified suspicion of misuse or a significant breach of these provisions for the protection of Protected Content, the Service Provider is entitled to take appropriate verification and protective measures until the suspicion has been clarified. In the event of serious breaches or breaches that continue despite a warning, the Service Provider is entitled to terminate the contractual relationship without notice. The Customer shall be liable for damages incurred by the Service Provider as a result of a culpable breach of duty attributable to them.

14. Instructions on Withdrawal

- a. The information regarding the right of withdrawal for consumers is set out in the withdrawal policy of the Vendor. Customers are informed about this in accordance with statutory requirements.
- b. The provisions of these GTC do not limit the statutory rights of withdrawal, cancellation, termination, warranty, and defects as well as other mandatory rights of the Customer and their related payment and other claims, and are subordinate to these rights.
- c. The contract is concluded upon completion of the subscription process. Access to and use of the app or the web version is granted immediately after the contract is concluded. After conclusion of the contract, customers receive a free trial period of fourteen (14) days. The free trial includes the full functionality of the paid version. No payment is due during the free trial period. Charges are processed only after the trial period ends. Independently of the free trial period, consumers are entitled to the statutory right of withdrawal of fourteen (14) days from the date of contract conclusion. The option to terminate the subscription during the free trial period does not constitute a voluntary right of return, but a contractual right to end the agreement before any payment obligation arises.

15. Warranty and Liability

- a. The warranty (liability for defects) and liability for other poor performance are subject to statutory provisions, except as otherwise provided.
- b. The Vendor shall not be liable for the Customer's Internet connection or the software and hardware used by the Customer or any disruptions caused by them to the conclusion or performance of the contract between the Customer and the Vendor.
- c. The Vendor shall be liable for damages without limitation insofar as the cause of the damage is based on intent or gross negligence. Furthermore, the Vendor shall be liable for the slightly negligent breach of essential obligations, the breach of which endangers the achievement of the purpose of the contract, for the breach of obligations, the fulfilment of which makes the proper performance of the contract possible in the first place and on the compliance with which the customer regularly relies (cardinal obligations) or in the case of agreed guarantee commitments. In this case, however, the Vendor shall only be liable for the foreseeable, contract-typical and expectable damage. The Vendor shall not be liable for the slightly negligent breach of obligations other than those mentioned above. The above limitations of liability shall not apply in the event of injury to life, limb or health, for a defect following the assumption of a guarantee for the quality of the product and in the event of fraudulently concealed defects. Liability under the product liability law remains unaffected. Insofar as the Vendor's liability is excluded or limited, this shall also apply to the personal liability of employees, representatives and vicarious agents. In all other respects, claims for damages by the Customer shall be excluded. The above liability provisions shall also apply to claims for damages by the Customer under the Vendor's statutory warranty.
- d. The limitations of warranty and liability obligations as well as shortening of deadlines in this respect shall not apply to claims for damages and reimbursement of expenses of the Customer, goods that have been used in accordance with their customary use for a building and have caused its defectiveness as well as to existing update obligations in the case of contracts for digital products.
- e. The provider offers the app within the scope of the agreed functionalities. Continuous and uninterrupted availability of the app cannot be guaranteed. In particular, the provider does not warrant the completeness, accuracy, or timely delivery of reminders, notifications, or recommendations. The customer remains responsible for managing contacts, dates, and follow-ups.

16. Change of GTC

- a. The Vendor reserves the right to amend these GTC in the case of long-term debt relationships (i.e. contracts running over a longer period, within the framework of which services and/or counter-services are provided) at any time with effect for the future in the following cases: a) if the amendment serves to bring the GTC into line with applicable law, in particular if the applicable legal situation changes; b) if the amendment serves the Vendor in complying with mandatory court or official decisions; c) if entirely new services or service elements as well as technical or organizational processes require a description in the GTC; d) if the amendment is solely advantageous to the Customers.
- b. In the case of Customers who are Entrepreneurs, changes can also be made in addition to the cases mentioned, provided they are reasonable, appropriate, and objectively justified for the Customer.

17. Data protection and confidentiality

The Service Provider processes personal data exclusively in accordance with the applicable data protection laws. Details regarding data processing as well as the rights of the data subjects are outlined in the Service Provider's privacy policy.

18. Consumer Dispute Resolution

We are not willing and not obliged to participate in any dispute resolution proceedings before a consumer arbitration board.