

# BDYCTRL Terms and Conditions of Service

Piik Labs AB · Version 1.2.1

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**PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE BDYCTRL APP OR WEBSITE. BY CREATING AN ACCOUNT, ACCESSING, OR USING OUR SERVICES, YOU AGREE TO THESE TERMS IN FULL. IF YOU DO NOT AGREE, DO NOT USE OUR SERVICES.**

## 1. The Company and scope of these Terms

### 1.1 Who you are contracting with

These Terms govern your use of the BDYCTRL mobile application (the "App"), the website at bdyctrl.com (the "Website"), and related digital services (together, the "Services"), which are operated by **Piik Labs AB**, organisation number 559577-8506, Box 691, 414 52 Göteborg, Sweden (the "Company", "we", "us", "our").

### 1.2 Which product these Terms cover

**BDYCTRL is a Piik Labs brand.** The Company operates other products and services under separate brands. These Terms apply only to the BDYCTRL App and the bdyctrl.com website. Other Piik Labs products are governed by their own separate terms and conditions, and nothing in these Terms creates rights or obligations in relation to them.

Throughout these Terms, "the Company" refers to the legal entity Piik Labs AB, and "BDYCTRL" refers to the product and brand.

### 1.3 Contact

For all legal and compliance matters, contact us at [legal@bdyctrl.com](mailto:legal@bdyctrl.com). Full contact details are set out in section 20.

## 2. Acceptance of Terms

By accessing or using the Services, you confirm that:

- You are at least 16 years of age;
- You have the legal capacity to enter into a binding agreement;
- You have read, understood, and agree to be bound by these Terms and our Privacy Policy; and
- If you are using the Services on behalf of an organisation, you have authority to bind that organisation to these Terms.

**The minimum age to create an account and use the Services is 16.** We ask for your date of birth during onboarding to confirm this. If we become aware that an account has been created by a person under 16, we will close it and delete the associated data.

## 3. Description of Services

### 3.1 What we offer

BDYCTRL provides a digital fitness service including, but not limited to:

- Workout tracking and logging tools;
- AI coaching and AI-generated personalised workout plans (Bolt);
- Bodyweight and resistance training programme content (BDYSessions), organised into weekly BDYBlocks and multi-week BDYCycles;

- A points-based progression system (BDYCharge);
- Body measurement, progress analytics, and health metric tracking;
- Nutrition guidance and content;
- Community and social features, where available;
- Premium analytics and coaching insights;
- Editorial content and articles relating to fitness and health.

### 3.2 Free and paid tiers

Certain features are available free of charge. Additional features are available under paid subscription plans. The specific features included in each tier are described in the App and on the Website and may be updated from time to time. We reserve the right to move features between tiers with reasonable notice.

### 3.3 Service availability

We aim to provide uninterrupted access to the Services but do not guarantee continuous, error-free availability. The Services may be temporarily unavailable due to maintenance, technical issues, or circumstances beyond our control. We will endeavour to provide advance notice of planned downtime where possible.

## 4. Beta Features

The Company may make certain features available in beta, early access, or experimental form ("Beta Features"). Beta Features are provided to allow users to test functionality that is still under development.

By using any Beta Feature, you acknowledge that:

- Beta Features are provided "as is" and may contain errors, bugs, or incomplete functionality;
- Beta Features may be changed, suspended, or discontinued at any time without notice or liability;
- Beta Features do not carry the same availability, performance, or quality guarantees as the rest of the Services;
- Any feedback you provide regarding Beta Features may be used by the Company in accordance with section 11.3 (Feedback) without obligation to you.

We will endeavour to identify Beta Features as such within the App where practicable.

## 5. User accounts

### 5.1 Registration

To access certain features, you must create an account. You agree to provide accurate, complete, and current information during registration and to keep this information updated.

### 5.2 Account security

You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account. You must notify us immediately at [support@bdyctrl.com](mailto:support@bdyctrl.com) if you suspect unauthorised access to your account. We are not liable for losses arising from your failure to protect your account credentials, save where such losses result from our own negligence.

### 5.3 One account per user

Each user may maintain only one account unless expressly authorised by us. Accounts are personal and non-transferable.

### 5.4 Account termination by you

You may delete your account at any time through the App settings or by contacting us. Upon deletion, we will process your data in accordance with our Privacy Policy.

## 6. Subscriptions, fees, and payments

### 6.1 Subscription plans

Certain features require a paid subscription. Subscription prices, billing frequencies, and included features are displayed in the App and on the Website before you purchase. All prices are inclusive of applicable VAT unless stated otherwise. Paid plans are offered on a monthly or annual billing period.

### 6.2 Who sells and bills your subscription

**All subscriptions are currently sold and billed exclusively through the Apple App Store.** Apple Distribution International Ltd. is the merchant of record for those transactions and handles payment, billing, renewal, and refunds under Apple's own terms. The Company does not receive, collect, or store your payment card details at any point.

By subscribing to a paid plan, you authorise Apple to charge your selected payment method on a recurring basis at the applicable subscription rate. Billing occurs at the start of each subscription period and renews automatically until cancelled.

### 6.3 Information provided before purchase

Before you complete a purchase, the App displays the price, the billing period, the date on which the subscription renews, and how to cancel. By completing the purchase you confirm that you have been shown this information and that the purchase carries an obligation to pay.

### 6.4 Price changes

We reserve the right to change subscription prices. We will provide at least 30 days' notice of any price increase before your next renewal date. A price increase never applies to a subscription period you have already paid for. If you do not accept the new price, you may cancel before it takes effect.

### 6.5 Cancellation

You may cancel your subscription at any time through the App Store settings on your device. Cancellation takes effect at the end of the current billing period, and you retain access to paid features until then. Deleting the App does not cancel your subscription.

### 6.6 Right of withdrawal and refunds

As a consumer in the EU/EEA you have a statutory right of withdrawal of 14 days from the conclusion of a distance contract, under the Swedish Distance Contracts Act (lag (2005:59) om distansavtal och avtal utanför affärslokaler).

Where you expressly request that access to paid features begins immediately during the withdrawal period, and acknowledge that you thereby lose your right of withdrawal once the service has been fully supplied, that right may be limited in accordance with that Act. Where you withdraw after performance has begun at your request, you pay a proportionate amount for the service actually supplied up to that point.

**Because all subscriptions are purchased through the Apple App Store, refund and withdrawal requests are handled by Apple under its own terms.** You can request a refund at [reportaproblem.apple.com](https://reportaproblem.apple.com). If you are unable to resolve a refund or withdrawal request with Apple, contact us at [legal@bdyctrl.com](mailto:legal@bdyctrl.com) and we will assist you.

**Nothing in this section limits or waives your mandatory rights under Swedish or EU consumer law.**

### 6.7 Free trials

We offer a 7-day free trial to new users. The trial length and the price that applies afterwards are shown before you start. Unless you cancel, the trial converts automatically to a paid subscription at the end of the 7 days and Apple charges your payment method at that point.

To avoid being charged, you must cancel at least 24 hours before the trial ends, through the App Store settings on your device. We send you a reminder email two days before your trial ends, and Apple also sends its own reminder. The free trial is available once per user and cannot be combined with other offers.

## 6.8 Failed payments

If a payment fails, access to paid features may be suspended until payment is resolved. You will be notified of the failed payment and given a reasonable opportunity to update your payment details.

## 7. Health, fitness, and medical disclaimer

### 7.1 Not medical advice

The Services provide general fitness and wellness information for educational and motivational purposes only. Nothing in the Services constitutes medical advice, diagnosis, treatment, or a substitute for professional medical advice. The Company is not a healthcare provider, and no content in the Services should be relied upon as a clinical assessment.

### 7.2 Consult a professional

Before beginning any new exercise programme or nutrition plan, or making changes to your physical activity level, you should consult a qualified medical professional, especially if you have any pre-existing health conditions or injuries, are pregnant, or have been inactive for an extended period. This is particularly important if you have cardiovascular conditions, musculoskeletal injuries, metabolic disorders, or any other health concerns.

### 7.3 Assumption of risk

Physical exercise carries inherent risks, including muscle soreness, injury, and in rare cases serious health events. By using the Services, you acknowledge and voluntarily assume the risks associated with physical exercise and fitness activities undertaken in connection with the Services. This does not affect our liability for death or personal injury caused by our negligence, which is not excluded.

### 7.4 AI features and AI-generated content

**Bolt is an artificial intelligence system, not a human coach.** You are told this at the point of interaction within the App, in accordance with Article 50 of Regulation (EU) 2024/1689 (the AI Act).

Workout plans, coaching responses, and recommendations generated by artificial intelligence within the App are produced automatically based on the information you provide. They are not individually reviewed by a person, a medical professional, or a qualified trainer before they reach you. AI systems can produce output that is inaccurate, incomplete, or unsuitable for your circumstances.

You are responsible for assessing whether any AI-generated plan or recommendation is appropriate for you, and for adjusting or disregarding it where it is not. Bolt is not a source of medical advice and will not diagnose, treat, or assess any medical condition. If you have a medical question, consult a qualified professional.

### 7.5 Emergency situations

If you experience chest pain, severe shortness of breath, dizziness, loss of consciousness, or any other symptoms of a medical emergency during exercise, stop immediately and contact emergency services (112 in Sweden and the EU; 911 in the United States).

## 8. Acceptable use

### 8.1 Permitted use

You may use the Services solely for your personal, non-commercial fitness and wellness purposes, in accordance with these Terms and applicable law.

### 8.2 Prohibited conduct

You must not:

- Use the Services for any unlawful purpose or in violation of any applicable laws or regulations;
- Submit, log, or publish fitness data, workout records, or progress metrics that do not reflect genuine activities performed by you;
- Attempt to gain unauthorised access to any part of the Services, our servers, or any system connected to the Services;
- Reverse engineer, decompile, disassemble, or attempt to derive source code from the App, except to the extent this restriction is prohibited by applicable law;
- Scrape, crawl, or extract data from the Services by automated means without our express written permission;
- Impersonate any person or entity or misrepresent your affiliation with any person or entity;
- Upload, transmit, or distribute any content that is harmful, abusive, defamatory, obscene, or otherwise objectionable;
- Use the Services to transmit unsolicited commercial communications or spam;
- Interfere with or disrupt the integrity or performance of the Services;
- Sell, sublicense, or commercially exploit the Services or any portion thereof without our prior written consent;
- Use the Services in any manner that could overburden our infrastructure.

### 8.3 Consequences of breach

Violation of these acceptable use provisions may result in suspension or termination of your account in accordance with section 16, and may be referred to law enforcement authorities where appropriate.

## 9. Community Standards and social features

### 9.1 Scope

Where the Services include community or social features (such as community feeds, group challenges, comments, messaging, or shared content), this section applies to your conduct within those features. Community features are currently in development and will be subject to additional Community Standards published within the App before those features become available to users.

### 9.2 Community conduct

In addition to the acceptable use provisions in section 8, when using community or social features you must not:

- Harass, intimidate, bully, or threaten any other user;
- Post content that is discriminatory, hateful, or offensive on the basis of race, gender, religion, nationality, disability, sexual orientation, or any other protected characteristic;
- Impersonate another user, a real person, or BDYCTRL itself;
- Share another user's personal information without their explicit consent;
- Use community features to solicit, promote, or advertise products or services without our prior written consent;
- Engage in coordinated inauthentic behaviour, including vote manipulation, fake engagement, or artificial amplification of content;
- Log or share workouts you did not perform, or otherwise manipulate leaderboards or challenges;
- Seek out, contact, or collect information about users under 18 for any purpose unrelated to training together in the App.

### 9.3 User interactions

The Company is a neutral platform with respect to interactions between users. We are not a party to disputes between users and accept no liability for user conduct or content shared between users, to the extent permitted by law. You must exercise your own judgement when interacting with other users.

#### **9.4 Moderation and reporting**

We may monitor, review, remove, or restrict content or user conduct within community features where we determine that it violates these Terms or our Community Standards. Users may report content or conduct they believe to be in breach through the reporting tools available in the App. Where we remove content or restrict an account, we will give the affected user a statement of the reasons and information about how to challenge the decision.

#### **9.5 Blocking**

You can block any other user at any time. A block ends that user's ability to follow you and interact with you or your content. Blocking is separate from reporting: if a user breaches these Terms, report them as described in section 9.4.

#### **9.6 Survival**

Your obligations under this section survive termination of your account.

### **10. User-generated content**

#### **10.1 Your content**

You may submit, upload, or share content through the Services, including workout logs, progress photos, comments, and community posts ("User Content"). You retain ownership of your User Content.

#### **10.2 Licence to the Company**

By submitting User Content, you grant the Company a non-exclusive, worldwide, royalty-free, sublicensable licence to use, reproduce, modify, adapt, publish, and display such User Content solely for the purposes of operating and improving the Services, including anonymised aggregation for research or analytics. This licence ends when you delete the User Content or your account, except for copies retained in backups for a limited period and anonymised aggregates that no longer identify you. We do not sell your identifiable User Content to third parties.

#### **10.3 Content standards**

You are solely responsible for your User Content. You warrant that your User Content does not infringe the intellectual property, privacy, or other rights of any third party and complies with applicable law. We may remove User Content that violates these Terms, and will tell you when we do so and why.

#### **10.4 Removing your content**

You can delete any User Content you have posted at any time. Deleting it removes it from the Services, but it does not guarantee complete removal where other users have already copied it or where it remains in backups for a limited period. How we handle your data when you delete content is described in our Privacy Policy.

### **11. Intellectual property**

#### **11.1 Our intellectual property**

All content, software, trademarks, trade names, logos, designs, text, graphics, workout programmes, and other materials forming part of the Services are the exclusive property of Piik Labs AB or its licensors, and are protected by Swedish and international intellectual property laws. "BDYCTRL" is a trademark of Piik Labs AB.

#### **11.2 Limited licence**

We grant you a limited, non-exclusive, non-transferable, revocable licence to access and use the Services for your personal, non-commercial use in accordance with these Terms. This licence does not include the right to download, copy, modify, distribute, or create derivative works based on our proprietary content.

### 11.3 Feedback

If you provide feedback, ideas, or suggestions regarding the Services, you grant us a royalty-free right to use that feedback for any purpose without compensation or attribution to you.

## 12. Privacy

The Company processes personal data in connection with the Services as described in the **BDYCTRL Privacy Policy**, available at [www.bdyctrl.com/privacy](http://www.bdyctrl.com/privacy), which forms part of these Terms by reference.

The Privacy Policy sets out what data we collect, the legal bases on which we process it, how we handle health and fitness data, how our automated and AI-driven features process your data, which service providers are involved, how long we keep your data, and your rights under the GDPR. Questions about personal data should be directed to [privacy@bdyctrl.com](mailto:privacy@bdyctrl.com) rather than under these Terms.

## 13. Third-party services and integrations

The Services integrate with third-party platforms and services, including the Apple App Store, payment and subscription providers, artificial intelligence providers, and infrastructure providers. These third parties have their own terms of service and privacy policies. Your use of such third-party services is subject to those terms.

In-app purchases processed through the Apple App Store are subject to Apple's terms and refund policies, as described in section 6.

The current list of the providers we use, and what each of them processes, is maintained in our Privacy Policy.

## 14. Disclaimers and limitation of liability

**Your rights as a consumer come first.** Nothing in this section, or anywhere else in these Terms, excludes or limits any liability that cannot lawfully be excluded or limited. This includes liability for death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, liability under the Swedish Product Liability Act (produktansvarslagen), and your mandatory statutory rights under Swedish and EU consumer protection law. Everything that follows in this section applies only to the extent permitted by law, and is subject to this paragraph.

### 14.1 "As is" provision

To the fullest extent permitted by applicable law, the Services are provided "as is" and "as available" without warranties of any kind, either express or implied, including warranties of merchantability, fitness for a particular purpose, accuracy, or non-infringement.

**This disclaimer does not affect the statutory conformity rights of consumers** under the Swedish Consumer Sales Act (konsumentköplagen (2022:260)) and Directive (EU) 2019/770 on digital content and digital services. If the Services are not as described, are faulty, or are not fit for purpose, your statutory remedies apply in full.

### 14.2 No guarantee of results

We do not guarantee that use of the Services will result in any particular fitness outcome, weight change, performance improvement, or health benefit. Individual results vary based on personal factors outside our control.

### 14.3 Limitation of liability

Subject to the opening paragraph of this section, and to the maximum extent permitted by applicable Swedish and EU law, the Company and its officers, directors, employees, and agents shall not be liable for:

- Any indirect, incidental, special, or consequential damages arising from your use of or inability to use the Services;

- Any loss of profits, revenue, goodwill, or business opportunities;
- Any third-party conduct or content accessed through the Services.

Subject again to the opening paragraph of this section, our total aggregate liability to you for any claim arising under or in connection with these Terms shall not exceed the greater of: (a) the total amount paid by you for the Services in the twelve (12) months preceding the claim; or (b) EUR 100.

**This cap does not apply to** liability for death or personal injury, liability arising from our intent or gross negligence, liability arising from a breach of an essential contractual obligation, or any liability that cannot be limited under mandatory consumer protection law.

#### 14.4 Liability of our employees and agents

The limitations and exclusions of liability in this section apply equally to our employees, agents, and subcontractors.

### 15. Indemnification

**If you use the Services in the course of a business, trade, or profession, or on behalf of an organisation**, you agree to indemnify and hold harmless the Company and its officers, directors, employees, agents, and licensors from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of (a) your breach of these Terms, (b) your User Content, or (c) your infringement of any third-party rights, in each case to the extent caused by your intentional act or negligence.

**If you are a consumer**, this section does not apply to you. Your liability to us is governed by ordinary Swedish law, under which you are responsible only for loss you cause intentionally or negligently, and only to the extent provided by law.

### 16. Suspension and termination

#### 16.1 Termination by the Company

We may suspend or terminate your account and access to the Services if you have materially breached these Terms, engaged in fraudulent activity, or where we are required to do so by law. Except where a breach is serious or where immediate action is required by law, we will give you notice, tell you the reason, and give you a reasonable opportunity to remedy the breach before we act.

If we terminate your account and you have an active paid subscription, we will refund the unused portion of the period you have paid for, unless the termination results from your serious breach of these Terms.

#### 16.2 Effect of termination

Upon termination: (a) your licence to use the Services immediately ceases; (b) you must cease all use of the Services; and (c) we may delete your account and associated data in accordance with our Privacy Policy. Provisions that by their nature should survive termination (including intellectual property, disclaimers, limitation of liability, and governing law) shall survive.

#### 16.3 Termination by you

You may terminate these Terms at any time by deleting your account. If you have an active subscription, cancellation takes effect at the end of the then-current billing period as described in section 6.5.

### 17. Changes to these Terms

We may modify these Terms. Where changes are material, we will give you at least 30 days' notice by email, in-app notification, or prominent notice on the Website before the new Terms take effect, and we will tell you what is changing.

**Changes do not apply retroactively, and do not affect a subscription period you have already paid for.** If you do not accept a change, you may stop using the Services and cancel your subscription before it takes effect.

Where a change materially disadvantages you during a period you have already paid for, you may terminate with effect from the date the change takes effect and receive a proportionate refund of the unused portion.

Your continued use of the Services after the effective date of updated Terms constitutes your acceptance of those Terms.

## **18. Governing law and dispute resolution**

### **18.1 Governing law**

These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes) are governed by and construed in accordance with the laws of Sweden, without regard to its conflict of law principles.

### **18.2 Jurisdiction**

The parties agree to submit to the jurisdiction of the Swedish courts, with Stockholms tingsrätt as the court of first instance, subject to any mandatory consumer protection provisions that may apply in your country of residence. If you are a consumer, you may also bring proceedings in the courts of the EU member state in which you are domiciled.

### **18.3 Complaints and alternative dispute resolution**

If you have a complaint, contact us first at [legal@bdyctrl.com](mailto:legal@bdyctrl.com). We aim to respond within 14 days and to resolve complaints directly wherever possible.

If we cannot resolve your complaint, you may refer the matter to the Swedish National Board for Consumer Disputes (Allmänna reklamationsnämnden, ARN), Box 174, 101 23 Stockholm, [arn.se](http://arn.se). ARN reviews consumer disputes free of charge and issues recommendations. We will engage with ARN in any proceeding brought against us and give its recommendations serious consideration.

If you live in another EU/EEA country, the European Consumer Centre network (ECC Sverige, [konsumenteuropa.se](http://konsumenteuropa.se)) can assist with cross-border consumer disputes.

### **18.4 Swedish consumer rights**

If you are a consumer in Sweden, you are entitled to the rights set out under the Swedish Distance Contracts Act (lag (2005:59) om distansavtal och avtal utanför affärslokaler), the Swedish Consumer Sales Act (konsumentköplagen (2022:260)), the Swedish Consumer Services Act (konsumenttjänstlagen (1985:716)), and other applicable Swedish consumer protection legislation. Nothing in these Terms limits or waives those statutory rights.

## **19. General provisions**

### **19.1 Entire agreement**

These Terms, together with our Privacy Policy and any other policies incorporated by reference, constitute the entire agreement between you and the Company regarding your use of the Services and supersede all prior agreements and understandings.

### **19.2 Severability**

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a competent court, that provision shall be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible, and the remaining provisions shall continue in full force and effect.

### **19.3 Waiver**

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision. Any waiver must be in writing and signed by an authorised representative of the Company.

### **19.4 Assignment**

You may not assign or transfer any rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations under these Terms, including in connection with a merger, acquisition, or sale of assets, provided that your rights under these Terms are not reduced as a result.

**19.5 Force majeure**

We shall not be liable for any failure or delay in performance resulting from causes beyond our reasonable control, including natural disasters, governmental actions, cyberattacks, epidemics, or failures of third-party infrastructure providers.

**19.6 Language**

These Terms are provided in English. In the event of any inconsistency between an English version and a translated version, the English version shall prevail to the extent permitted by applicable law.

**19.7 Electronic communications**

You consent to receive communications from us electronically, including via email and in-app notifications. You agree that electronic communications satisfy any legal requirement that such communications be in writing.

**20. Contact information**

|                      |                                  |
|----------------------|----------------------------------|
| Legal entity         | Piik Labs AB                     |
| Organisation number  | 559577-8506                      |
| VAT number           | SE559577850601                   |
| Registered with      | Bolagsverket, Sweden             |
| Address              | Box 691, 414 52 Göteborg, Sweden |
| General enquiries    | hello@bdyctrl.com                |
| Support              | support@bdyctrl.com              |
| Legal and compliance | legal@bdyctrl.com                |
| Privacy matters      | privacy@bdyctrl.com              |
| Website              | www.bdyctrl.com                  |

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