

TERMS AND CONDITIONS

For athlete users · TrintendLab platform (app.trintend.com)

Version 1.0 – in force from 23 August 2026

1. The provider

Provider: **Viktor Kovács**, sole trader under Hungarian law (Hungarian: *egyéni vállalkozó*)

Registered office / postal address: Hérics utca 16., 1112 Budapest, Hungary

Register: Hungarian register of sole traders, maintained by the Ministry of the Interior

Tax number: 45715473-1-43

Email (customer service and data protection): info@trintend.com

Telephone: +36 20 310 7716

Platform: app.trintend.com (the "Platform").

The Provider is established in Hungary and operates within the European Union.

2. Subject matter and scope

2.1 These Terms govern the contractual relationship between the Platform and the natural person using the Platform as an athlete (the "Athlete").

2.2 The Platform provides an artificial intelligence ("AI") based training plan generation and coaching service for endurance sports. This may include the generation of training plans, analysis of performance and laboratory data, avatar-based coaching interaction, and synchronisation of training data with a third-party service (e.g. Intervals.icu).

2.3 By registering and/or purchasing the service, the Athlete accepts these Terms.

2.4 These Terms govern the relationship between the Platform and the Athlete only. The Athlete acquires no rights under, and assumes no obligations from, any agreement between the Platform and third parties.

2.5 Not a medical service. The service is **not medical advice, diagnosis or treatment** and does not replace them. The Provider does not carry out any form of medical treatment and makes no health-related efficacy claims. The Athlete must obtain medical advice before beginning or materially increasing training, in particular where there is a pre-existing condition, an injury, symptoms or any other health risk.

3. Definitions

Term	Meaning
Training Block	The service package purchasable on the Platform for a one-off fee, under which a training plan and the associated services are produced for the Athlete for a four-week (28-day) period. Clause 6 governs its duration and expiry.
Active Training Block	A purchased Training Block whose final day under clause 6.2 has not yet passed. Services involving the use of artificial intelligence may be used only while an Active Training Block subsists.
Service Package	The service level (Basic, Premium or Ultra) selected by the Athlete when purchasing a Training Block, which determines which services are available during that Training Block and to what extent. Clause 5 sets out the contents.
Regeneration	A full regeneration of the training plan for the same Training Block, initiated by the Athlete. The number of occasions available is determined by the Service Package.
AI coach (avatar)	The Platform's AI-based conversational assistant, with which the Athlete may discuss their preparation up to the daily allowance under their Service Package.
Delivered Training Plan	A training plan that has actually and successfully been produced in the Platform's system, that is, has become accessible to the Athlete.
Failed Performance	The case in which the Athlete's payment succeeds but the corresponding training plan does not come into existence as a Delivered Training Plan for technical reasons (e.g. system error, generation error).
Introductory price	A discounted price for one Training Block, granted by the Platform on defined conditions, typically once, tied to the Athlete's first purchase. Clause 8.6 governs its contents.

4. Registration, ordering, payment and billing country

4.1 Registration. Use of the Platform requires registration with a valid email address. The Athlete must keep their credentials confidential. On registration the Athlete consents to the processing of their personal data as set out in the Privacy Notice; that consent is stored together with its date and the version of the text, and registration cannot be completed without it.

4.2 The Athlete may order the service after registering. Payment is made per Training Block by way of a one-off fee; the fee applicable at any given time is displayed on the Platform before the order is placed. The order button is clearly labelled as placing an order with an obligation to pay.

4.3 Payment is processed through the payment service provider Stripe. The Platform does not store the Athlete's card number, expiry date or security code; those are handled by Stripe. The Platform does store the **issuing country of the card**, which Stripe reports, because EU VAT law requires two independent items of evidence of the customer's location (see the Privacy Notice).

4.4 Following successful payment, the Platform automatically begins generating the ordered training plan and makes it accessible to the Athlete on the Platform.

4.5 Confirmation on a durable medium. Promptly after the contract is concluded, the Platform sends the Athlete an order confirmation by email on a durable medium. That confirmation sets out the order details, the Provider's identifying details under clause 1, the wording and the timestamp of the Athlete's declaration under clause 10.2, and the information on the right of withdrawal. It is a separate email from the invoice and is sent independently of it.

4.6 Invoice. The Platform issues an electronic invoice for the purchased service and sends it to the **billing email address in the Athlete's billing profile**, which may differ from the address used to sign in. The invoice is also shown in the Athlete's billing area on the Platform, and becomes available for download there once the invoicing provider has generated the PDF, which may take a short time after the purchase. The language of the invoice follows the billing country. The invoice does not replace the confirmation under clause 4.5.

4.7 VAT. All prices shown are final prices for consumers. The Provider is **exempt from VAT** in Hungary under the small-business scheme (Hungarian *alanyi adómentes*). The invoice therefore shows **no VAT**, and every invoice line carries the exemption code **AAM**. No further charges are added to the price shown.

4.8 Billing country and currency. The currency of the purchase is determined by the billing country stated by the Athlete: Hungary is billed in HUF, other Member States of the European Union in EUR, and the United States in USD. The billing country also determines the language of the invoice.

4.9 Countries served. The Platform currently accepts purchases only with a billing address **in a Member State of the European Union or in the United States of America**. Purchases with a billing address in the **United Kingdom or Switzerland** are refused for tax registration reasons; billing addresses in other countries are not yet supported. An order that cannot be served is refused before payment is taken. These restrictions are temporary and are lifted as the relevant registrations are put in place.

4.10 Pre-contractual information. Before the order is finalised, the Platform displays on its interface the available Service Packages and their contents (clause 5), the fee payable including taxes, and the four-week duration of the Training Block together with the consequences of expiry (clause 6). The Athlete selects the package and finalises the order in the knowledge of that information.

5. Contents of the Service Packages

5.1 When purchasing a Training Block, the Athlete chooses between three Service Packages: Basic, Premium or Ultra. The choice applies to that Training Block; on each further purchase the Athlete chooses freely again.

5.2 Package contents are uniform across the Platform. The contents applicable at any time are shown in a comparison table on the ordering interface. At the entry into force of these Terms the contents are as follows:

Service	Basic	Premium	Ultra
Upload and analysis of a laboratory (test) report	yes	yes	yes
Test session (optional)	yes	yes	yes
Determination of training zones	yes	yes	yes
Setting weekly session counts	yes	yes	yes
Generation of a four-week training plan	yes	yes	yes

Service	Basic	Premium	Ultra
Regeneration (at the Athlete's initiative)	no	1× / 4 weeks	4× / 4 weeks
Pace / power / heart-rate based session targeting (where zones are available)	yes	yes	yes
Synchronisation of sessions to Intervals.icu	yes	yes	yes
Rearranging sessions in the Intervals.icu interface	yes	yes	yes
Conversation with the AI coach	no	30,000 tokens/day	90,000 tokens/day
Fault reporting	no	yes	yes
Daily session evaluation by email	no	no	yes
Recovery monitoring and daily email feedback	no	no	yes
Weekly summary (the basis of the next training plan)	yes	yes	yes

5.3 The daily allowance for conversation with the AI coach is expressed in tokens. A token is the unit in which language models measure text; as an order of magnitude, one English word corresponds to between roughly one and two tokens. In practice the Premium allowance (30,000 tokens/day) supports several dozen exchanges per day and the Ultra allowance (90,000 tokens/day) a multiple of that. The daily allowance resets each calendar day, on the Central European day boundary (CET/CEST). Exhausting the allowance on a given day restricts only the continuation of the conversation on that day and does not affect the other services.

5.4 The number of Regenerations included in a package applies to that Training Block and does not carry over to the next Training Block on expiry.

5.5 The Platform may change package contents in future. Such a change does not affect Training Blocks already purchased: the package contents in force at the time of the order apply to them (see clause 15.1).

6. Duration of the Training Block; cessation of services on expiry

6.1 A purchased Training Block lasts four weeks (28 days). It is **not a subscription**: it creates no continuing obligation, does not renew automatically, and involves no recurring charge.

6.2 The final day of the Training Block is the final day of the training plan produced under it. Where no training plan was produced for the Training Block because of a Failed Performance, the final day of the Training Block is the 28th day from the date of purchase.

6.3 On the passing of the final day of the Training Block, and **without a grace period**, the following services cease to be available:

- conversation with the AI coach;
- fault reporting;
- daily email evaluation of sessions and recovery feedback;

- Regeneration;
- generation of further weekly summaries;
- further analysis of laboratory results (subject to clause 7).

6.4 Expiry of the Training Block does **not** affect:

- viewing the training plan already produced and the individual sessions;
- access to previously determined training zones, uploaded laboratory results and metrics derived from them;
- access to earlier weekly summaries;
- Intervals.icu synchronisation;
- access to the account and the ability to purchase a new Training Block.

Expiry therefore affects only those services that involve further processing by artificial intelligence; content the Athlete has already obtained remains available.

6.5 The Platform displays the expiry date of the Training Block in the Athlete's interface and shows a warning ahead of expiry.

6.6 The services listed in clause 6.3 become available again on the purchase of a new Training Block, in accordance with the Service Package purchased.

7. Laboratory analysis without an Active Training Block

7.1 Uploading a laboratory (exercise test) report and having it analysed by artificial intelligence may also be a step preceding purchase, since the training zones derived from it are what allow the Athlete to judge the value of a first Training Block. The Platform provides for this, without an Active Training Block and free of charge, the analysis of a total of **three** documents.

7.2 **The free allowance is a lifetime allowance per account.** It counts every document the Athlete has ever had successfully analysed, **including analyses carried out while an Active Training Block subsisted.** An Athlete who purchases first and has three reports analysed during the Training Block therefore has no free analyses remaining afterwards.

7.3 Without an Active Training Block, a document that has already been successfully analysed cannot be analysed again, and once the allowance under clause 7.1 is exhausted no further document can be analysed until a new Training Block is purchased.

7.4 While an Active Training Block subsists, analysis is available irrespective of whether the allowance under clause 7.1 is exhausted — including re-analysis of a document already analysed. An hourly technical limit of ten analyses, designed to prevent abusive use, applies to every Athlete, whether or not a Training Block is active.

7.5 Analysis of a laboratory report requires the Athlete's explicit consent to the processing of their health data (Article 9(2)(a) GDPR). The Platform obtains that consent separately before the first analysis and stores it together with its date and the version of the text.

8. Introductory price

8.1 The Platform may grant an eligible Athlete a discounted introductory price for one Training Block. The conditions (typically: the Athlete's first purchase, a one-off entitlement) are displayed on the ordering interface.

8.2 The introductory price is a one-off entitlement; repeat use is not possible, subject to the Platform's abuse-prevention checks.

8.3 Exception to clause 8.2 — restoration of the introductory price. Where a Training Block purchased at the introductory price does not come into existence as a Delivered Training Plan because of a Failed Performance (that is, for a technical reason attributable to the Platform), and the Platform therefore automatically refunds the full purchase price (see clause 9), the Athlete's entitlement to the introductory price is automatically restored, so that a subsequent purchase may again be made at that price.

8.4 Restoration under clause 8.3 is automatic. Where a refund is made for any other reason — in particular a manually initiated goodwill refund — the entitlement to the introductory price is not restored automatically; the purpose of that distinction is to prevent use of the service directed at repeatedly obtaining the discount.

8.5 Withdrawal does not forfeit the introductory price. Where the Athlete exercises the statutory right of withdrawal under clause 10, the entitlement to the introductory price is restored on request, and the Athlete is not placed at any disadvantage in respect of that price for having exercised the right. The Provider restores the entitlement without charge on a request sent to info@trintend.com.

8.6 Contents of an introductory-price Training Block. A Training Block purchased at the introductory price always provides the contents of the highest (Ultra) Service Package. The ability to choose a Service Package becomes available to the Athlete from the second and every subsequent purchase.

9. Automatic refund in the event of Failed Performance

9.1 Where the Athlete's payment has succeeded but the corresponding training plan does not come into existence as a Delivered Training Plan for technical reasons, the Platform automatically initiates — without human intervention — a refund of the full purchase price to the Athlete, to the original means of payment.

9.2 The automatic refund under clause 9.1 remedies a failure of performance attributable to the Platform and, where the purchase was made at the introductory price, also triggers restoration of that price under clause 8.3.

9.3 Execution of the refund may take a number of working days depending on the processes of the payment service provider (Stripe).

9.4 Deadline for repeating performance. Where no Delivered Training Plan came into existence for a paid Training Block because of a Failed Performance, and the Athlete wishes performance rather than a refund, the Athlete may request that generation be repeated, free of charge, within 28 days from the date of purchase. On the expiry of that period the paid Training Block is treated as expired (see clause 6.2).

9.5 The Athlete's statutory rights in respect of defective digital content and services are not affected.

10. Right of withdrawal

10.1 As a consumer, the Athlete has a right to withdraw from a distance contract within 14 days without giving any reason, under Directive 2011/83/EU as transposed in the Athlete's country of residence. The period runs from the day the contract is concluded. To exercise the right, the Athlete informs the Provider by any clear statement — for example a letter sent by post or an email to info@trintend.com. It is sufficient that the statement is sent before the period expires.

10.2 Loss of the right of withdrawal for digital services. The service purchased is a digital service performed immediately. Before the order is completed, the Platform therefore requires the Athlete to confirm, by an express and separate tick-box, that:

- the Athlete expressly requests that performance begin before the end of the withdrawal period; and
- the Athlete acknowledges that upon full performance of the service the right of withdrawal is lost.

The order cannot be completed until that confirmation is given. The Platform records the confirmation together with its date and the version of the text, and reproduces both in the order confirmation on a durable medium under clause 4.5.

10.3 Where the confirmation under clause 10.2 has been given, the Provider has supplied the confirmation on a durable medium under clause 4.5, and the service has been fully performed, the right of withdrawal ceases. Where performance has begun but is not complete, the Athlete may withdraw and is charged an amount proportionate to what has been performed up to the point at which the withdrawal is communicated.

10.4 On a valid withdrawal, the Provider refunds all payments received, less any proportionate amount payable under clause 10.3, without undue delay and in any event within 14 days of receiving the notice of withdrawal, using the same means of payment as the original transaction. No fee is charged for the refund.

10.5 Exercise of the right of withdrawal is not to be confused with the automatic refund under clause 9, which arises from a failure attributable to the Platform. The two rest on different legal bases, and restoration of the introductory price is automatic in the first case and available on request in the second (see clauses 8.3–8.5).

11. Nature and limits of the AI-based service

11.1 The Platform's training plans and avatar responses are generated by artificial intelligence. The sport-science content of an AI-generated training plan is advisory in nature; the Athlete is free to depart from it.

11.2 Further to clause 2.5, the service replaces no medical examination, diagnosis or therapy. The Athlete trains on their own responsibility.

11.3 An AI-generated training plan does not constitute a decision based solely on automated processing producing legal effects concerning the Athlete or similarly significantly affecting them within the meaning of Article 22 GDPR; the content is advisory and the Athlete decides freely whether to follow it.

11.4 AI models used. The Platform may use different artificial intelligence models for the different sub-tasks of the service (plan generation, conversation with the AI coach, session evaluation, weekly summary, laboratory analysis, and technical diagnostics on a reported fault) and may change the set of models at any time in line with technological developments. The choice of models is a professional decision of the Platform and does not in itself amount to a material amendment of these Terms, provided that the contents of the Service Package under clause 5 are not reduced.

12. Data protection

12.1 The processing of the Athlete's personal data — including laboratory results and physiological metrics as special categories of data concerning health — is governed by the Platform's separate Privacy Notice, which forms an inseparable annex to these Terms.

12.2 The processing of special categories of data concerning health is based on the Athlete's explicit consent. The Athlete may withdraw that consent at any time with effect for the future. Withdrawal is made **separately for each processing purpose and without contacting the Platform**, from the "Data protection" page in the Athlete's account. Withdrawal takes immediate effect: withdrawing the Intervals.icu consent deletes the stored access key and stops the reading of activity and wellness data; withdrawing the consent relating to laboratory results stops the physiological metrics derived from them being used in further plan generation. The Privacy Notice sets out the detail and the effect on data already stored.

12.3 Withdrawal of consent to the processing of health data may mean that individual services within the purchased Service Package can no longer be provided, or can be provided only to a limited extent, because they depend on that data. Withdrawal does not affect the lawfulness of processing carried out before it.

12.4 Where the Athlete does not have a coach on the Platform, no person other than the Athlete and the operator of the Platform has access to the Athlete's training plans.

13. Liability

13.1 The Platform provides the service with due care but does not warrant that the service will at all times be free of errors or interruption. In the event of a Failed Performance, the Athlete is entitled to the automatic refund under clause 9.

13.2 The Platform is not liable for limitations arising from the operation of third-party services (e.g. Intervals.icu, Garmin) or from their synchronisation windows (e.g. limits on how far into the future sessions can be transferred to a device).

13.3 The Platform is not liable for a service outage arising from a temporary failure of the AI provider (the third party supplying the artificial intelligence models); where such a failure results in a Failed Performance, the Athlete is entitled to the automatic refund under clause 9.

13.4 Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, for fraud, or for any other liability that cannot lawfully be excluded or limited under the mandatory consumer protection law applicable to the Athlete.

14. Complaints and dispute resolution

14.1 The Athlete may address a complaint to info@trintend.com. The Platform confirms receipt and responds within 30 days.

14.2 A consumer may also bring the dispute before the competent court or, where available in their country of residence, an alternative dispute resolution body. The Provider is not obliged, and is not willing, to participate in dispute resolution proceedings before a consumer arbitration body.

14.3 The European Commission's Online Dispute Resolution platform ceased operation on 20 July 2025 and is therefore no longer available.

14.4 In matters of data protection, the Athlete may lodge a complaint with the supervisory authority of their habitual residence or with the Provider's lead authority, the Hungarian National Authority for Data Protection and Freedom of Information (NAIH, naih.hu).

15. Amendment of these Terms

15.1 The Terms in force at the time of the order apply to a service ordered and paid for, including the contents of the Service Package in force at that time. The Platform may amend these Terms with effect for future orders and will inform Athletes of a material amendment through the Platform or by email. There is no unilateral right to amend contracts already concluded.

16. Governing law and jurisdiction

16.1 These Terms are governed by Hungarian law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

16.2 Where the Athlete is a consumer habitually resident in a Member State of the European Union, clause 16.1 does not deprive the Athlete of the protection afforded by the mandatory provisions of the law of that Member State (Article 6 of Regulation (EC) No 593/2008, "Rome I"). A consumer may also bring proceedings in the courts of their own place of residence and may be sued only there (Regulation (EU) No 1215/2012, "Brussels Ia").

17. Final provisions

17.1 If any provision of these Terms is or becomes invalid, the validity of the remaining provisions is unaffected; the statutory rules take the place of the invalid provision.

17.2 These Terms enter into force on their publication on the Platform.