

General Terms and Conditions

These Terms and Conditions apply to all contracts for the use of SitzFritz software and services.

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SitzFritz Health GmbH

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Amtsgericht Bonn, HRB 30845

§ 1 Scope

1. These General Terms and Conditions (hereinafter "GTC") apply to all contracts and pre-contractual obligations of SitzFritz Health GmbH (hereinafter "Provider" or "SitzFritz") with its customers (hereinafter "Customer") regarding the use of software, digital content and services.
2. The offer is directed at both consumers (as defined in Section 13 BGB) and business customers (as defined in Section 14 BGB). Where individual clauses apply only to one of these groups, this will be expressly indicated.
3. These GTC apply exclusively. Any deviating, conflicting or supplementary terms and conditions of the Customer shall not form part of the contract unless the Provider has expressly agreed to their validity in writing.
4. The contract text is stored by the Provider after the contract is concluded and made available to the Customer via their user account.
5. The contract languages are German and English.
6. In the event of any discrepancies between the German and English versions of these GTC, the German version shall prevail.

§ 2 Subject Matter and Description of Services

1. The Provider makes the SitzFritz App, a software application designed to promote ergonomic habits, physical activity and general well-being in the workplace, available to the Customer for a limited period of time.
2. **Not a medical device:** The Software is not a medical device within the meaning of Regulation (EU) 2017/745 (MDR). Its use does not replace a medical diagnosis, medical treatment or physiotherapy consultation. Postural tendencies displayed are approximate values and guidelines; they do not necessarily correspond to medical reality.
3. **Scope of functions:** The scope of functions is determined by the description of services current at the time of conclusion of the contract (www.sitzfritz.de/specification).

- 4. Beta stage:** The app is currently in the beta stage. The customer expressly acknowledges that functions may be incomplete, faulty or temporarily unavailable and that the Provider is continuously working on improvements. The scope of functions may vary during the beta period. This does not restrict the consumer's statutory rights under Sections 327 et seq. BGB, insofar as mandatory provisions are affected.
- 5. Roadmap disclaimer:** Functions described on the Provider's website and marked as "planned", "in development" or "coming soon" are development projects without legally binding character. No entitlement to their provision exists; any timeframes given are non-binding estimates.
- 6. Updates and software changes for consumers (B2C):**
- a. For customers who are consumers, the Provider shall, during the term of the contract, provide updates free of charge that are necessary to maintain conformity with the contract (Section 327f BGB).
 - b. The Provider is also entitled to modify the software beyond the extent necessary to maintain conformity with the contract (e.g. adjustment of the user interface/UI, provision of new features), provided there is a valid reason for doing so (e.g. increasing security, adapting to changed technical conditions or improving usability) and this does not result in any additional costs for the consumer.
 - c. The Provider will inform the consumer of such changes in advance, clearly and comprehensibly, in text form (e.g. by email or directly in the application). If such a change impairs the consumer's usability of or access to the app to more than a merely insignificant extent, the consumer has the statutory right to terminate the contract free of charge within 30 days of receiving the information or from the time of the change (Section 327r BGB).
- 7. Updates and software changes for businesses (B2B):** Clause 6 does not apply to customers who are businesses. Vis-à-vis businesses, the Provider is entitled at any time to further develop the software, change the scope of functions or adjust the user interface (UI), provided this does not impair the essential performance obligation or there is an objective reason (e.g. security, compliance, technical development). Businesses have no legal claim to the provision of updates beyond the statutory warranty.

§ 3 Registration and Conclusion of Contract

- 1.** Use of the app requires registration and the conclusion of a paid plan. The contract is concluded exclusively online (distance selling contract, Sections 312 et seq. BGB).
- 2. Conclusion of contract.** As soon as the Provider offers an automated online checkout, this shall be the standard ordering channel pursuant to lit. a). Variant b) applies insofar as no automated checkout is available for the relevant service or customer group, or the parties agree on a different form of contract conclusion, in particular for enterprise or framework agreements.
- a. Automated online checkout:** The customer bindingly selects their customer type (§ 13 or § 14 BGB), plan, number of users and billing period. An order summary showing plan, price incl./excl. VAT and term is displayed (Section 312j(1) BGB). Acceptance of the GTC and acknowledgement of the Privacy Policy are given via separate, actively clickable checkboxes. The customer creates a user account and enters payment details. The order is placed via the button "Place order now (payment required)" (Section 312j(3) BGB). The Provider accepts the offer by order confirmation via email.
 - b. Individual order on request:** The customer submits their request; the Provider makes an offer specifying plan, price, term and, where applicable, the number of users. The contract is concluded upon acceptance in text form. Section 312j BGB does not apply to this ordering channel.
 - c.** In both cases, the customer receives access to the software download after conclusion of the contract and receipt of payment.

3. Binding nature of the customer type:

The choice of customer type made in the checkout process is binding and must correspond to the customer's actual status. The consumer checkout may not be used if the customer acts predominantly for commercial or self-employed professional purposes; the business checkout may not be used if the customer is a consumer.

If it subsequently transpires that a customer who registered via the business checkout is in fact a consumer, the statutory consumer protection provisions apply regardless of the choice made in the checkout.

Conversely, if it transpires that a business mistakenly ordered via the consumer checkout, the Provider is entitled to correct the invoice and contractual terms accordingly after the fact (in particular the VAT statement pursuant to § 11(1), warranty provision pursuant to § 13(2)).

4. Note on immediate commencement (in the case of automated checkout pursuant to para. 2 lit. a) (§ 357(8)

BGB, consumers only): The provision of services may only commence before the expiry of the withdrawal period if the consumer has expressly consented via a separate, actively clickable checkbox and has acknowledged that, in the event of a later withdrawal, they may be obliged to pay reasonable compensation (Wertersatz) for the services already provided up to that point.

5. B2B accounts: Businesses are advised to use business email addresses or SSO services (e.g. Microsoft Entra ID).



§ 4 Special Offers

1. If the customer has taken part in a special offer or a new customer promotion, separate terms and conditions may apply for the agreed period; these are clearly marked and form part of the contract.
2. The special promotion period ends automatically upon expiry of the promotional period without the need for termination, unless an automatic transition to a regular paid subscription has been agreed.
3. It is not permitted to take advantage of the special promotion again by re-registering with identical or, in an abusive manner, different details.



§ 5 B2B Seat Management and Co-determination

Principle: The obligations set out in this § 5 apply regardless of whether the respective management function is already available as self-service in the customer portal. As long as a function is not yet available as self-service, the Provider shall make the corresponding functionality available manually in an equivalent form (e.g. seat assignment or release on request to support@sitzfritz.de).

1. **Administrative responsibility:** The management of booked seats (user licences) is the responsibility of the B2B customer. The B2B customer is responsible for assigning seats to employees and for ensuring that exactly one named user (named-user principle) is assigned to each seat.
2. **Seat release and transfer:** If an employee leaves the B2B customer's organisation or no longer requires a licence, the corresponding seat is released and may be reassigned by the B2B customer to another employee. Transfer of seats to third parties outside the customer's own organisation is not permitted.

- 3. Co-determination and works agreement (Section 87(1) No. 6 BetrVG):** Activation of the webcam feature requires that a user authorised to administer the company account (HR administrator) has previously confirmed that either (a) a corresponding works agreement (Betriebsvereinbarung) exists, or (b) the company has neither a works council nor any other competent employee representative body under the BetrVG or applicable state or collective bargaining law. The Provider documents this confirmation with a timestamp and user ID as a compliance record. Depending on the current state of the platform, the confirmation is obtained either via a self-service form in the customer portal or by other suitable means (e.g. a written declaration by email before activation); what matters solely is that the confirmation exists and is documented, regardless of the technical procedure. Responsibility for the accuracy of the declaration lies exclusively with the B2B customer; § 5.4 remains unaffected.
- 4. Indemnification:** The B2B customer shall indemnify SitzFritz Health GmbH against all claims, fines, costs and damages arising from or suffered by third parties – in particular employees, works councils or supervisory authorities – that are based on a breach of the B2B customer's obligations under works constitution law. This applies in particular to cases in which the webcam feature was activated without the required works agreement or without adequate consent from the employees concerned.
- 5. Employee information:** The B2B customer is obliged to inform its employees about the use of the software, the scope of data processing and the available consent options in a manner compliant with GDPR requirements (Articles 13/14 GDPR).
- 6. HR dashboard and leaderboard (roadmap):** Features such as a company-internal HR dashboard with anonymised aggregate values or a cross-company gamification leaderboard are in development and are currently not part of the contract. If and to the extent the Provider provides these features, the anonymisation rules described there (in particular the minimum threshold of $n \geq 10$ active employees) apply bindingly; there is no claim to provision or to any particular date (cf. § 2 roadmap disclaimer).

§ 6 Rights of Use (Licence)

1. The Provider grants the Customer a simple, non-transferable right, limited to the term of the contract, to use the software for their own purposes (user licence).
2. The licence is personal (named-user licence). The disclosure of access details or the simultaneous use of an account by several persons (account sharing) is not permitted.
3. Ownership of the software, as well as all copyright and other intellectual property rights, remains exclusively with the Provider.
4. The following are expressly prohibited:
 - a. Reproduction, distribution or making available to the public, unless permitted by law (Section 69c UrhG)
 - b. Reverse engineering, decompilation or disassembly, unless strictly permitted under Section 69e UrhG
 - c. Extraction or use of the source code for one's own products
 - d. Renting, lending, selling or otherwise transferring the licence to third parties
 - e. Circumvention or removal of protection mechanisms, licence checks or DRM measures
 - f. Use of the app for unlawful purposes
5. Third-party libraries used are subject to the respective open-source licences. The Provider shall provide a Software Bill of Materials (SBOM) upon request.

6. The Provider is entitled to verify compliance with the licence count through technical measures (e.g. licence server queries).



§ 7 System Requirements and Obligations to Cooperate

1. The Customer shall ensure that they have the necessary hardware, software and internet connection. The current system requirements — in particular the supported operating systems — can be found in the description of services (www.sitzfritz.de/specification).
2. Certain functions require the granting of system permissions (e.g. camera, notifications). If these are not granted, the scope of services may be restricted; this does not constitute a defect.
3. **Offline use and licence verification:** The app can largely be used offline. For initial registration and verification of licence authorisation, the software must connect to the Provider's licence servers at least every 30 days. If this does not occur, functions may be restricted until the next successful verification. Only data required for licensing is exchanged during this process.
4. New content (tips, exercise recommendations) is provided exclusively online and requires an active internet connection.
5. The software is currently offered exclusively for Windows. Support for macOS and Linux is being worked on; however, an identical scope of functions cannot be guaranteed for these systems. A scope of functions reduced compared to Windows on other operating systems does not constitute a defect.



§ 8 Availability

Scope. This provision concerns the authentication and licensing infrastructure operated by the Provider. Not covered are the website, the app download service, and local software components on the Customer's device.

Availability target. The Provider aims for a monthly availability of 98%. A period is deemed unavailable if an authentication request is not answered with a valid response within 30 seconds. Outages due to force majeure as well as announced maintenance windows (max. 6 hours/month, weekdays 20:00-06:00, the Provider announces planned maintenance in good time where possible) are not counted. For B2B customers, a separate Enterprise SLA addendum may provide for deviating or supplementary arrangements regarding the measurement method, notification channels or availability targets; if no addendum is agreed, this clause applies directly and conclusively.

Consumers (B2C). For consumers (§ 13 BGB), there is no contractual claim to any particular availability beyond the statutory warranty rights. In the event of persistent material underperformance of the availability target (three consecutive calendar months below 95%), the consumer has the right to extraordinary termination.

Service Credits (B2B only).

If monthly availability falls below the target under para. 2, B2B customers (§ 14 BGB) shall, upon written notice (e-mail to support@sitzfritz.de) within 30 days of the end of the affected calendar month, receive a credit against the following billing period:

Monthly Availability	Credit
95.0% - 97.9%	10% of net monthly fee
90.0% - 94.9%	20% of net monthly fee
< 90.0%	30% of net monthly fee

The credit is capped at max. 30% of the affected net monthly fee and is applied as an invoice credit; no cash payment is made. Further claims for damages are excluded unless there is intent or gross negligence.

Beta phase. Paragraphs 2-4 apply only from the official release of the production version. During the beta phase within the meaning of § 2, only statutory provisions apply.

§ 9 Support

1. Support enquiries are accepted by email at support@sitzfritz.de.
2. Response times are non-binding unless otherwise agreed. As a rule, the Provider will reply within 72 hours on working days.

§ 10 Medical Disclaimer

1. The software is not a medical device and does not constitute medical advice, diagnosis or treatment. The content provided (posture guidance, movement prompts, usage tendencies) serves general informational purposes only.
2. Users with existing medical conditions, physical limitations or health-related uncertainties are required to seek medical advice before using the content. In the event of pain or discomfort, use must be discontinued immediately.
3. The Provider accepts no liability for health-related, ergonomic or economic consequences arising from use of the software and does not warrant any specific therapeutic or health outcome. To the extent permitted by law, the Provider's liability for damages resulting from reliance on the content is excluded, unless the Provider has acted with intent or gross negligence, or the damage results from injury to life, limb or health; Section 14 otherwise applies.

§ 11 Remuneration and Terms of Payment

1. The prices agreed at the time the contract is concluded shall apply in accordance with the current price list (www.sitzfritz.de/pricing). All prices are quoted as gross prices inclusive of statutory VAT for consumers; for businesses, they are quoted as net prices plus the statutory VAT applicable at the time of performance.
2. **VAT / Reverse Charge:** For businesses based in another EU Member State and holding a valid VAT identification number (VAT ID), the reverse charge procedure applies (Section 13b UStG / Article 196 of the VAT Directive). In this case, the Provider does not charge VAT. The customer must provide their valid VAT ID.
3. Payment is due in advance for the billing period (monthly or annually, depending on the selected tariff).
4. Payment methods:
 - a. Consumers (B2C): credit card, PayPal.
 - b. Businesses (B2B): credit card, PayPal, invoice (payment within 14 days of the invoice date without deduction; payment by invoice may be subject to a credit check).
5. In the event of late payment:
 - a. Consumers: 5 percentage points above the base rate (Section 288(1) BGB).
 - b. Businesses: 9 percentage points above the base rate (Section 288(2) BGB) plus a flat fee of EUR 40 (Section 288(5) BGB).

- 6. Price adjustment clause:** The Provider is entitled to increase the fees by up to 5% on an index-based basis (German Consumer Price Index, CPI) no more than once a year in the event of proven cost increases. The Customer shall be informed at least 6 weeks before the change takes effect. The Customer may object within 30 days of receipt; in this case, the Provider has the right to terminate the contract at the end of the contract term. Cost reductions shall be taken into account to the same extent. A price increase under this clause shall only be made vis-à-vis consumers within the legally permissible limits, in particular in compliance with the waiting period under Section 309 No. 1 of the German Civil Code (BGB) following conclusion of the contract.
- 7. Promotional codes and one-time discounts:** Promotional codes, introductory discounts or other one-time price reductions apply exclusively for the period specified in the respective promotion or the first billing period and are not carried over upon automatic contract renewal. From the first renewal period onwards, the regular list price applicable at the time of renewal shall apply. The price applicable from the second billing period onwards shall be transparently disclosed to the Customer in the user account and on the price list.
- 8.** Invoices shall be made available to the Customer in electronic form (email, download via the user account or e-invoice).
- 9. Set-off and retention (B2B):** Businesses may only set off claims against the Provider that are undisputed, finally adjudicated or ready for decision. A right of retention is available to the Business only in respect of claims arising from the same contractual relationship.



§ 12 Contract Term and Termination

A. Consumers (§ 13 BGB)

- 1. Monthly subscription.** Minimum term one (1) month; automatic renewal for one month at a time. Ordinary termination to the end of the calendar month in which notice is received.
- 2. Annual subscription – minimum term.** Minimum term twelve (12) months; ordinary termination during the minimum term is excluded. The consumer has chosen the annual subscription at the reduced monthly price compared to the monthly subscription cancellable at any time, and has thereby knowingly accepted the minimum term. The annual fee is due in advance at the beginning of each contract period.
- 3. Annual subscription – automatic renewal.** Upon expiry of the minimum term, the contract is automatically renewed for a further twelve (12) months. The Provider shall notify the consumer by email at least 30 days before renewal of the upcoming charge and the right of termination under paragraph 4.
- 4. Annual subscription – termination and refund from the first renewal period.** From the beginning of the first renewal period, ordinary termination is possible at the end of any calendar month. Upon receipt of a valid notice of termination, the Provider shall refund 1/12 of the annual fee for each full calendar month of the current renewal period remaining after the effective date of termination, no later than within 14 days to the original payment method.

B. Businesses (§ 14 BGB)

- 5.** Monthly and annual subscriptions are automatically renewed for the respective original term, unless terminated in writing with 30 days' notice to the end of the term. Ordinary termination of the annual subscription during the term is excluded; pro-rata refunds do not apply. Paragraphs 1-4 do not apply to businesses.

C. Common provisions

6. **Extraordinary termination.** The right of both parties to terminate the contract for cause remains unaffected. If the consumer terminates extraordinarily for a reason attributable to the Provider, the Provider shall refund a pro-rata amount for all remaining full months from the effective date of termination, including during the minimum term. Causes on the Provider's side: payment default >30 days after a reminder, repeated or serious breaches of the Terms and Conditions.
7. **Withdrawal (consumers only).** The provisions of the Appendix (Cancellation Policy) and § 357 (8) BGB apply where the consumer has consented to immediate commencement of performance.
8. **Form.** Notices of termination in writing (support@sitzfritz.de) or via the cancellation button (Section 312k BGB). Non-use does not constitute termination.

§ 13 Warranty

1. **Consumers (B2C):** The statutory warranty rights apply; for digital services, Sections 327 et seq. BGB apply in addition.
2. **Businesses (B2B):** Liability for initial defects is limited to intent and gross negligence. Claims for defects become time-barred after one year, with the exception of liability for intent. In the event of justified complaints, subsequent performance shall be provided at the Provider's discretion. Further rights (reduction in price, withdrawal, compensation) apply in accordance with the statutory requirements.
3. The Customer must notify the Provider of any identified defects in writing without delay.

§ 14 Liability

1. The Provider shall be liable without limitation in cases of intent, gross negligence and in the event of injury to life, limb or health; furthermore, liability shall apply in accordance with the Product Liability Act and in the case of defects fraudulently concealed.
2. **Liability for slight negligence:** In cases of simple (slight) negligence, the Provider shall only be liable for breaches of material contractual obligations (cardinal obligations). In such cases, liability is limited to foreseeable damage typical for the contract.
3. **Maximum liability limit (B2B only):** In relation to businesses, liability for slight negligence is also limited to the amount of fees paid by the Customer in the 12 months prior to the occurrence of the damage. Liability for loss of profit and consequential damages is excluded.
4. The Provider shall only be liable for data loss up to the amount of the restoration costs that would have been incurred had the Customer carried out proper data backups.
5. The limitations of liability also apply to the Provider's vicarious agents.

§ 15 Confidentiality and Access Security

1. Access details must be kept confidential. The Customer shall only be liable for activities resulting from the misuse of their access details to the extent that they have culpably facilitated such misuse.
2. In the event of suspected misuse, the Provider is entitled to temporarily block access and to inform the Customer without delay.

- 3. B2B only - Confidentiality:** Both parties shall treat all confidential information of the other party that becomes known within the scope of the contractual relationship as confidential. This obligation shall remain in force for the duration of the contract and for three years following its termination.

§ 16 Copyright

1. The Provider is the copyright holder of all digital content and the elements of the software and online services (Sections 69a et seq. UrhG).
2. The content and services provided are protected by copyright. The Customer is permitted to use them solely in accordance with the contract.

§ 17 Data Protection and Data Processing

1. The Provider processes personal data in accordance with the GDPR. Details regarding processing are set out in the privacy policy at www.sitzfritz.de/privacy
2. **Data processing (B2B):** Where the Customer is a business and processes personal data of its employees or third parties via the app, the parties shall conclude a separate data processing agreement (DPA) in accordance with Article 28 GDPR. The DPA must be signed prior to the commencement of data processing and is available at www.sitzfritz.de/dpa.
3. **Local AI / Camera:** Where AI functions are used locally on the end device, no camera images or raw biometric data are transmitted to the Provider's servers. Image processing takes place exclusively in the end device's local memory.
4. **Consent responsibility for B2B (webcam function):** Where the B2B customer activates the webcam-based posture recognition, it is obliged, as the controller under data protection law, to meet the requirements of § 5.3 (co-determination/works agreement).

For this purpose, the Provider makes available an end-user notice that is presented to the employee in a brief, comprehensible form when the software is first started and acknowledged by the employee through a corresponding confirmation. The end-user notice additionally refers to the relevant provisions of the Terms (§§ 2.2, 10, 17.3), but is not itself a contractual document and does not establish any separate contractual relationship between the Provider and the employee.

The camera function is activated by the employee independently engaging the corresponding function in the client and is deemed revoked by deactivating it.

§ 18 Data Erasure

1. Upon termination of the contract, personal data shall be deleted after the expiry of statutory retention periods (in particular 10 years for documents relevant under tax and commercial law in accordance with Section 257 HGB and Section 147 AO). Customers have the option to export data within this period.
2. **B2B contracts:** Upon termination of a B2B contract, all personal data of employees associated with the company account stored in the SitzFritz cloud will be irrevocably deleted within 30 days of contract termination, unless statutory retention obligations prevent this. The B2B customer is expressly advised to carry out a complete data export in good time before the contract ends. Further obligations regarding data deletion and data return are set out in the Data Processing Agreement (DPA, available at www.sitzfritz.de/dpa).

§ 19 Testimonial Advertising (B2B only)

1. The Provider may use the Customer's company name and logo as a reference in marketing materials, provided the Customer has given their express prior written consent.
2. This consent may be revoked at any time with future effect.

§ 20 Amendments to these Terms

A. Editorial adjustments

1. Purely editorial adjustments that do not affect the rights and obligations of the parties (e.g. correction of typos, renumbering, linguistic clarifications) may be made by the Provider without the customer's consent. The customer will be informed of these.

B. Substantive amendments – consumers (§ 13 BGB)

2. Substantive amendments (in particular to the scope of services, termination provisions, prices outside the price-adjustment clause pursuant to § 11 para. 6) will be communicated to the consumer in text form at least 6 weeks before the planned effective date (e-mail, user account or notice at programme start) and require their active consent.
3. If the consumer does not consent, or does not consent within the deadline, the contract continues unchanged on the terms last validly agreed. The Provider ensures that the consumer can continue to use the software on the basis of the most recently consented version of the Terms until they consent or duly terminate. There is no deemed consent through mere silence.
4. If maintaining several versions of the Terms in parallel is permanently unreasonable for the Provider for operational or legal reasons, the Provider may duly terminate the contract on the previous terms with three months' notice; this will be pointed out separately.

C. Substantive amendments – businesses (§ 14 BGB)

5. Vis-à-vis businesses, substantive amendments to these Terms will be announced in text form with 6 weeks' notice before taking effect. The authorised recipient is the person who concluded the contract on behalf of the B2B customer, or a successor designated by that person with access to account and billing administration. If the business does not object within this period, the amendment is deemed accepted; this legal consequence will be expressly pointed out in the announcement. If the business objects, para. 3 applies accordingly.

D. Security-related and legally required updates

6. Updates necessary to maintain the contractual conformity of the software (§ 327f BGB), in particular security-related updates, are provided by the Provider to all customers regardless of the status of their consent to the Terms. This does not constitute an amendment to the Terms within the meaning of this § 20.

E. Contact

7. For questions regarding an announced amendment, the customer may contact support@sitzfritz.de before the announcement deadline expires.

§ 21 Final Provisions

- 1. Choice of law:** The law of the Federal Republic of Germany applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). For consumers, this choice of law applies only insofar as it does not deprive them of the protection afforded by mandatory provisions of the law of the country of their habitual residence.
- 2. Place of jurisdiction:** If the Customer is a trader, a legal entity under public law or a special fund under public law, Bonn shall be the exclusive place of jurisdiction. In all other respects, the statutory rules on jurisdiction shall apply.
- 3. Notice pursuant to Section 36 VSBG:** The Provider is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.
- 4. Severability clause:** Should individual provisions of these Terms and Conditions be invalid, the remainder of the contract shall remain valid (Section 306 BGB).
- 5. Written form:** Amendments and additions must be made in writing (email is sufficient).
- 6. Cancellation button (Section 312k BGB):** As soon as and insofar as contracts are concluded via an automated online checkout pursuant to § 3 para. 2 lit. a), the Provider shall make a directly accessible cancellation button pursuant to Section 312k BGB available for such continuing obligations.

Appendix: Cancellation Policy and Model Cancellation Form

(Applies exclusively to consumers/B2C when purchasing digital content and services)

Right of cancellation

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the date the contract is concluded.

Exercising the right of cancellation: To exercise your right of withdrawal, you must inform us (SitzFritz Health GmbH, Rheinwerkallee 6, 53227 Bonn, email: support@sitzfritz.de) of your decision by means of a clear statement, e.g. by email. You may use the model withdrawal form for this purpose, although this is not mandatory. The withdrawal period is deemed to have been observed if the notification is sent in good time.

Consequences of withdrawal: If you withdraw from the contract, we will refund all payments received from you without delay and at the latest within fourteen days of the day on which we receive your notice of withdrawal. We will use the same means of payment for the refund; no fees will be charged for this.

Compensation for early commencement of performance: SitzFritz is provided as a digital service within the meaning of § 327 (2) BGB (an ongoing user account, cloud features, continuous performance). Your right of withdrawal therefore persists throughout the full 14-day period. If you have expressly agreed that we may begin performance before the withdrawal period expires, and have acknowledged that you may thereby become obliged to pay reasonable compensation (Wertersatz) for the performance already rendered up to the withdrawal, we will reduce the refund amount accordingly in the event of a withdrawal (§ 357 (8) BGB).

Model cancellation form

(Note: You may use this form even if you consented to early commencement of performance. In that case, an obligation to pay reasonable compensation (Wertersatz) under § 357 (8) BGB for the performance already rendered may arise.)

To: SitzFritz Health GmbH, Rheinwerkallee 6, 53227 Bonn · Email: support@sitzfritz.de

Declaration: I/we hereby withdraw from the contract concluded by me/us for the provision of the following service / digital content:

Ordered on:

Received on:

Name(s):

Address:

Date:

Signature: