

# Terms and Conditions (T&Cs)

for the online program "Athletic Army – Real Fitness"

Last updated: May 2025

## 1. Scope

These Terms and Conditions (T&Cs) apply to all contracts for participation in the digital fitness program "Athletic Army – Real Fitness" offered by Alan Hanik via the Whop platform. By purchasing a subscription, the user agrees to these terms.

## 2. Provider

Alan Hanik  
Ruscheweyhstraße 17  
22399 Hamburg, Germany  
Email: a.athletics@outlook.com

## 3. Service Description

"Athletic Army – Real Fitness" is a subscription-based digital fitness program that includes:

- Video courses and training plans
- Access to a private community
- Feedback chat
- Daily prize game ("Whop Wheel")
- Fitness challenges ("Athletic Missions")
- User content participation opportunities ("Content Rewards")

## 4. Contract Formation & Access

A contract is concluded once the user completes a subscription via Whop. Access to the program is granted automatically via email immediately after successful payment. All services are accessed through the user's Whop account.

## 5. Subscription Types and Duration

- **Monthly Subscription:**  
Renews automatically each month. Cancel anytime via the user account, effective at

the end of the current billing month.

- **Yearly Subscription:**

Lower cost for a 12-month commitment. Renews automatically each year unless cancelled before the current period ends. Cancellation also via user account.

Access remains active until the end of the paid period even after cancellation.

## 6. Pricing and Payment

Prices are shown on the checkout page. Payment is processed automatically via **Stripe** or **PayPal**, depending on the subscription period (monthly or yearly).

## 7. Service Delivery & Technology

Content is delivered digitally via **Whop**. The following tools are used for operations:

- **systeme.io** (email communication)
- **Make.com** (automation workflows)
- **Google Meet** (live calls)

Users must keep login credentials confidential and must not share access with others.

## 8. Right of Withdrawal for Digital Content

In accordance with § 356 (5) of the German Civil Code (BGB), the right of withdrawal does not apply once the user has expressly agreed that the service begins immediately and acknowledged that this waives the right of withdrawal.

## 9. Content Rewards

(1) Users have the opportunity to participate in the “Content Reward” program. As part of this program, they can create their own, self-managed account on a platform named by the provider, through which content (edits) can be published independently. This content must be based on the raw material provided by Alan Hanik.

(2) The account created remains the property of and under the sole responsibility of the respective user. When creating and publishing content, the user is obliged to comply with the applicable legal provisions as well as the content and stylistic guidelines defined by Alan Hanik.

(3) For published content within the framework of the “Content Reward” program, the user receives a remuneration determined by the provider per 1,000 views achieved. The exact amount of this remuneration as well as the conditions and modalities for payment (e.g. proof

of views, minimum payout limit) will be communicated transparently to the user before participation begins.

(4) Alan Hanik reserves the right to change, suspend or terminate the “Content Reward” program at any time with effect for the future.

## 10. Athletic Missions

Users may complete fitness-related challenges (“Athletic Missions”) and submit proof (e.g., screenshots and screen record video) to be eligible for cashback rewards. Submissions will be reviewed manually. Only clearly fulfilled challenges that meet all criteria will result in payment. Participation is voluntary and does not guarantee a payout.

## 11. Affiliate Program

Participants have the opportunity to refer others to the program through an affiliate system. For each successful referral of a paying customer, they will receive a commission of **30% of the monthly subscription fee** as long as the referred subscription remains active. Participation in the affiliate program requires acceptance of separate affiliate terms and conditions.

## 12. Usage and Community Rules

The program is intended for personal, non-commercial use only.

Respectful communication is mandatory in the community. Abuse (spam, offensive behavior, cheating with missions or rewards) may lead to permanent suspension without refund.

## 13. Liability

- Participation is at the user's own risk.
- We assume no liability for injuries caused by improper training execution.
- We are not liable for technical issues outside our control (e.g. outages at Whop, Stripe, or PayPal).

## 14. Modifications to the Terms

We reserve the right to update these T&Cs with future effect. Users will be notified at least 14 days before changes take effect.

## 15. Jurisdiction and Applicable Law

German law applies. If legally permitted, place of jurisdiction is Hamburg, Germany.