

## General Terms and Conditions

### Yogaground B.V. trading under the name YG Studios – June 2022

1. Definitions
2. Applicability
3. Our offering
4. Registering and Deregistering for Classes
5. Prices and Payment
6. Termination and Suspension of Membership
7. Liability
8. Personal Data/Privacy Policy
9. Applicable Law and Competent Court

#### Article 1. Definitions

- 1.1 "General Terms and Conditions": the general terms and conditions applied by YG Studios from time to time, the most recent version of which is posted on and can be downloaded from the Website, and which govern the relationship between the Parties.
- 1.2 "YG Studios": whenever the term "YG Studios" is used, this refers to Yogaground B.V., having its registered office in Rotterdam and registered with the Chamber of Commerce under number 64447634 as well as its subsidiaries Yogaground Weena B.V. (CoC 74486616) and Yogaground Studio B.V. (CoC 74486624).
- 1.3 "Participant": a natural person who takes out a Membership with YG Studios to take classes offered by YG Studios, also referred to as "they" or "them".
- 1.4 "Class": a class offered by YG Studios, as posted on the Website.
- 1.5 "Class Pass": YG Studios' system of registering the number of Classes a Participant pays for and can take during a certain period.
- 1.6 "Start date": the date on which payment for a "Class Pass" has been made, unless agreed otherwise.
- 1.7 "Class Location": the venue where the YG Studios Classes are given, currently: Rotterdam Centre.
- 1.8 "Membership": on completion of the registration form by the Participant, followed by unconditional acceptance by YG Studios and after receipt of the Participant's payment, the Membership exists, and the Participant is a Member, entitled to attend YG Studios Classes.
- 1.9 "Party" and "Parties": The Participant or YG Studios and the Participant and YG Studios jointly.
- 1.10 "Website": the YG Studios website, <https://ygstudios.nl/>.
- 1.11 "App": the mobile application and online booking system used to purchase Classes and Class Passes as well as to book Classes.
- 1.12 "Webshop": the online shop on the Website or in the App used to purchase Classes, Class Passes and other products.

#### Article 2. Applicability

- 2.1 The General Terms and Conditions are issued to the Participant when they complete and sign the registration form.
- 2.2 YG Studios reserves the right to change the contents of the General Terms and Conditions. Changes will be

announced in advance (via social media and other channels) and published on the Website.

- 2.3 By becoming a Member, the Participant declares that they accept the General Terms and Conditions and that they will comply with the house rules applying from time to time at YG Studios, which in any event include the following rules: Participants must observe good personal hygiene; use of an approved yoga mat and a clean towel during Yoga classes is mandatory; and no shoes may be worn in the yoga room. Appropriate shoes and attire are required in other classes.
- 2.4 The Dutch language version of the General Terms and Conditions is binding. The English language version of the General Terms and Conditions is available on request. No rights can be derived from the English language version.
- 2.5 If a competent Court declares any provision of the General Terms and Conditions null and void or voidable, the remaining provisions of the General Terms and Conditions will remain fully effective. The Participant hereby undertakes to agree to any alternative provision that is close as possible to the old, null and void or voidable provision in terms of content, meaning, scope and objective.

#### Article 3. Our offering

- 3.1 Participant registers via the Website or Class Location. The Participant will notify YG Studios of any changes in contact details, including email address.
- 3.2 Membership is personal and non-transferable.
- 3.3 YG Studios offers various types of Memberships:
  - (i) *Introduction offer*: To be purchased once, after which the Participant can attend 3 Classes within 14 consecutive days from Start date.
  - (ii) *Single Class* = Payable for each Class that the Participant wishes to attend.
  - (iii) *Prepaid Class Pass* = The Participant pays for a Class Pass that entitles him to attend a fixed number of Classes, for a predetermined period from the start date of the Class Pass. The Class Pass expires after this predetermined period and the Participant will not be entitled to attend any Classes not taken.
  - (iv) *Direct Debit Class Pass* = The Participant can attend Classes, unlimited or a fixed number of classes per month. During the first ninety (90) days from purchase of the Class pass, Participant cannot terminate their Membership. After that, Participant can terminate their Membership in writing by the end of a Calendar Month subject to a minimum notice period of thirty (30) days.
  - (v) *Class Pass for one year* = The Participant can attend unlimited Classes. This Membership automatically expires after a period of one (1) year.
  - (vi) *Private Classes* = The Participant can attend a predetermined number of classes with a defined training goal, individually or in a duo, with a teacher. The term 'Private Classes' also refers to the offering on the Website or App under "YG Personal"

- 3.4 For the purpose of determining the end date of a Membership, the Start date is leading, except as indicated in Article 6.2 of the General Terms and Conditions.
  - 3.5 YG Studios reserves the right to change the various types of Memberships.
  - 3.6 The current range of Classes available and the opening times of YG Studios are posted on the Website. Classes will start punctually at the stated times. Participant should arrive well before the start of Classes in order to have sufficient time to prepare for Class.
  - 3.7 YG Studios reserves the right to change the class schedule, types of (yoga) classes and/or the scheduled instructor. Changes to the class schedule are posted on the Website and/or via social media, as well as (on the noticeboard) at the Class Location.
  - 3.8 YG Studios may cancel a scheduled Class as a result of force majeure. YG Studios does not stipulate a minimum number of Participants for a Class to proceed.
  - 3.9 YG Studios is open 7 days a week, also during (school) holidays.
  - 3.10 YG Studios reserves the right to close on public holidays.
  - 3.11 YG Studios can provide tailor-made courses or training sessions for companies. For questions or requests for a fitting offer, please contact YG Studios via: [hey@ygstudios.nl](mailto:hey@ygstudios.nl).
- 5.2 The membership fee for the 'Direct debit Class Pass' is fully payable in advance by debit or credit card at the Class Location or through the payment methods in the Webshop and App. From the second month on, this membership fee is paid in advance by monthly direct debit. For each failed collection, the Participant will owe a collection fee of €10. A Participant forfeits the right to attend Classes if he is in arrears with payment for one month or longer. In that case, he will still owe the remaining subscription fee.
  - 5.3 Holidays or illness of Participant does not constitute grounds for refunds, except in the cases stated in Article 4 of the General Terms and Conditions.
  - 5.4 Price changes do not apply to Class Passes already issued, except for all Direct Debit Class Passes.
  - 5.5 YG Studios reserves the right to run special discount campaigns and/or grant discounts to certain specified groups, such as students. YG Studios reserves the right to stipulate further conditions for such discounts. YG Studios may repeatedly, regularly ask Participants to produce proof of their identity, such as a student pass.

#### Article 4. Registration and Cancellation

- 4.1 A Participant can register for a Class at the Class Location ('walk in') or register in advance via the online reservation system.
- 4.2 Cancellation of Classes that have been booked via the online booking system can be cancelled up until 8 hours before the start of the Class. Cancellation needs to be done in the online booking system.
- 4.3 Private Classes can be cancelled up until 24 hours before they start, without payment being required. Private Classes that are cancelled within 24 hours before their start will not be refunded.
- 4.4 Cancellation of any other product than as described in 4.2 and 4.3. is not possible. No refunds will be made.
- 4.5 A Participant unable to attend a 'Single Class' because they are ill or for other reasons is not entitled to catch up on it later, nor do they qualify for a refund for the missed Class.
- 4.6 The following applies to all Memberships: If a Participant is ill, they can catch up on the Classes missed within the applicable period. They do not qualify for a refund if for some reason they cannot attend the missed Classes within the applicable period.
- 4.7 The following applies to all Memberships: If a Participant is ill for a long period of time, i.e. at least four (4) consecutive weeks, but would like to catch up on the Classes missed as a consequence, they can do so for a period of one (1) month after recovery. To take advantage of this option, the Participant must produce a medical statement.

#### Article 5. Prices and Payment

- 5.1 The membership fee for an 'Introduction offer', 'Single Class', 'Prepaid Class Pass', 'Class Pass for one year' and

Article 6. Termination and Suspension of Membership

- 6.1 The 'Introduction offer' and 'Prepaid Class Pass' Memberships expire automatically (after 14 days or after a predetermined period from their Start Date respectively; see also Article 3.4 of the General Terms and Conditions) without notice of termination being required.
- 6.2 The 'Direct Debit Class Pass' Membership cannot be cancelled during the first ninety (90) days from purchase. After this period, the Participant can terminate his Membership in writing by the end of the calendar month, subject to a minimum notice period of thirty (30) days. Notice of termination is given in writing, to be addressed to: [hey@ygstudios.nl](mailto:hey@ygstudios.nl).
- 6.3 After termination of any membership as stated above in 6.1 and 6.2. the Participant will not be entitled to attend any classes not taken.
- 6.4 YG Studios reserves the right to suspend or terminate a Participant's Membership (with immediate effect) for reasons of its own without owing the Participant any refunds. A Participant's failure to observe YG Studios's terms of payment, house rules or other interests, including the interests of other Participants, definitely constitute grounds for such a measure.

Article 7. Liability

- 7.1 Attendance of YG Studios's Classes and/or use of its accommodation is at the Participant's own risk. Participant is required to take note of the contents of a Class prior to participation and to determine for themselves whether they are capable of participating in the Class. Information on the contents of Classes is available on the Website and Participant can also refer to the YG Studios instructor they have any questions.
- 7.2 Participant is fully liable for any damage or loss and/or costs of any accident or personal injury or of theft, loss of or damage to their clothing and/or personal possessions, except if these are a direct result of intent or gross negligence on the part of (the management of) YG Studios.
- 7.3 If a Participant is not certain whether starting or attending Classes is advisable for them or if they are pregnant, YG Studios recommends they consult a GP or other physician before participating in any such Classes.
- 7.4 If a Participant is injured or suffers from any other physical discomfort, the Participant must tell the instructor before Class and strictly follow the instructor's advice and instructions.
- 7.5 During Class, each Participant must carry out the exercises carefully, taking their own physical limitations into account.
- 7.6 YG Studios advises Participants not to bring personal, valuable possessions, such as jewellery, to the Class Location. Participants can store their personal possessions in lockers while they attend Classes. It is not permitted to bring any personal possessions that are not required for a Class to the yoga room.
- 7.7 YG Studios, its staff and/or any third parties it has hired are not liable for any loss, damage and/or theft of a Participant's possessions in or outside the Class Location,

except if this is a direct result of intent or gross negligence on the part of (the management of) YG Studios.

- 7.8 YG Studios is not liable for any damage or loss sustained by a Participant as a result of a change in class hours and/or cancellation of Classes.
- 7.9 The liability of YG Studios and/or its staff is at all times limited to the amount paid out by the insurer in the case in question.
- 7.10 Any complaints relating to the Classes provided by YG Studios or the associated service must be reported to YG Studios as soon as possible, in any event within fifteen (15) days after the complaint arose.
- 7.11 If a complaint is justified, YG Studios will make a suitable proposal to the Participant to resolve the complaint within fifteen (15) days after assessing the complaint.

Article 8. Personal Data/Privacy Policy

- 8.1 Except if a Participant explicitly refuses to consent to this, YG Studios is authorised to photograph and/or film Participants during Classes or during any other use of the Class Location with the aim of using the material for publicity purposes.
- 8.2 YG Studios's privacy policy can be found on the Website ('Privacy Statement'). For any questions about this privacy policy, please send an email to: [hey@ygstudios.nl](mailto:hey@ygstudios.nl).

Article 9. Applicable Law and Competent Court

- 9.1 The relationship between Participants and YG Studios is governed by Dutch law.
- 9.2 Any disputes between the Parties that cannot be settled out of court will be brought before the competent court of Rotterdam.