

General Terms and Conditions

Yogaground B.V. also trading under the name YG Studios – October 2022

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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": this is the trading name of Yogaground B.V., having its registered office in Rotterdam and registered with the Chamber of Commerce under number 64447634 as well as of its subsidiaries Yogaground Weena B.V. (CoC 74486616) and Yogaground Studio B.V. (CoC 74486624), which trading name is used for the company activities mentioned therein.
- 1.3 "Participant": a natural person also referred to as "they" or "them" who (a) takes out a Membership with YG Studios to take classes offered by YG Studios, (b) via a subscription with a "platform company" (such as "Onefit" or "Classpass") books a class with YG Studios, (c) uses our Additional Products.
- 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, which incidentally may be transferred to alternative locations.
- 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 "Additional Product(s)": Other services, such as massage treatments, its current offering being published on the Website, made available through or via YG Studios at any moment, for which a Participant who completes an order for this Additional Product, through thereto available, external mobile applications, also accepts the applicability

of the general terms and conditions, including booking conditions, of this external party.

- 1.12 "YG Studios App": the mobile application and online booking system used to purchase Classes and Class Passes as well as to book Classes.
- 1.13 "Webshop": the online shop on the Website or in the YG Studios 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. These General Terms and Conditions also apply to Classes and/or Additional Products that Participant books through 'platform companies' by using the available, external, mobile applications (apps), whereby Participant also accepts the general terms and conditions, including booking conditions, of such external parties (platform companies). In case of booking a Class and/or Additional Product without a Membership, Participant needs to tick a box to "agree" with the contact of these General Terms and Conditions before the booking becomes final.
- 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 and/or booking a Class and/or Additional Product through a platform company, 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 The Membership is personal and non-transferable. In case of Classes that are intended to be taken as a "couple", such as parent/caretaker – child yoga, the Membership of the parent is deemed to apply to the child (under 18 years of age) as well, and both are considered to be Participants.
- 3.3 YG Studios offers various types of Memberships:

- (i) Introduction offer; (ii) Single Class; (iii) Prepaid Class Pass; (iv) Direct Debit Class Pass; Class Pass for one year(v); Private Classes (vi)
 - (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 Class*” also refers to the offering on the Website or YG Studios App under “YG Personal”, with the exception of Additional Products.
- 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 and/or the offering of Additional Products.
- 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. In such case, the company needs to guarantee YG Studios that, upon offering said course or training sessions, the participants are informed about the applicability of these General Terms and Conditions. For questions or requests for a tailor-made offer, please contact YG Studios via: hey@ygstudios.nl.

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. Any Additional Product needs to be booked upfront via the online booking 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 'Private Classes' is fully payable in advance at the Class Location, in the Webshop or the YG Studios App.
- 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 YG Studios 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. Payment of an Additional Product takes place upon booking.
- 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 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@vgstudios.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' 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 Classes, Private classes, using Additional Products and/or the use of YG Studios' accommodation is at the Participant's own risk. Participant is required to take note of the contents of a Class or Private 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 when 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/Private classes or using Additional Products 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/Private class or using an Additional Product 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 because of a change in class hours and/or cancellation of Classes or Additional Products.
- 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. Not in any way is YG Studios responsible for any damage sustained by a Participant related to their agreement with and/or service ordered by any platform company.
- 7.10 Any complaints relating to the Classes, Private classes provided by YG Studios or the offering of Additional Products 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 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. If and to the extent which a Participant (18 years of age or older) is clearly recognisable, YG Studios will ask Participant for their explicit consent for the use of these images.
- 8.2 YG Studios' privacy policy can be found on the Website ('Privacy Statement'). For any questions about this privacy policy, please send an email to: hey@vgstudios.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.