

Terms & Conditions - Consumers (Sporters)

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Fittery Netherlands B.V.

Prinsengracht 3D, 1015 DK AMSTERDAM

Welcome and Important Information

We have created these general terms & conditions to explain how Fittery works and to outline your rights and responsibilities. You can find more information on our website at fittery.com, where you can also access our FAQ section for frequently asked questions. If you can't find the information you're looking for, please reach out to us via email at help@fittery.com, by phone at 020-3086930, or through our social media channels (like Instagram).

We take complaints seriously, and you can find the relevant information regarding the complaint process in these terms & conditions. These terms & conditions apply when a Member (hereinafter also: "you" or "your") successfully creates an Account with Fittery (hereinafter : "we," "us," "our"). In these terms & conditions, we explain what you can expect from us and what we ask of you. Before we delve into the legal part of our terms & conditions, we will briefly summarize the key points.

To participate in a Sports Lesson, you must make a booking in advance. Upon arrival, you must check in with the trainer/company to register your participation in a Sports Lesson. If, for any reason, you are unable to participate in a Sports Lesson, make sure to cancel your reservation in a timely manner. If you fail to cancel on time or do not show up you won't be refunded.

You can cancel your Membership at any time. We will cancel the agreement within one month. In case you have purchased a Multi lessons credits it is not possible to cancel and get your remaining Sports Lessons within the Multi lessons credits refunded. The validity of the Multi lessons credits is limited to 12 months after purchasing the Multi lessons credits. In case you are subscribed to one of our Multi credits plans, a trial period of 14 days applies. If you terminate within this trial period and did not participate in a Sports Lesson, we will refund the full amount you paid for the subscription. If you did participate, you will pay for the time you used the subscription in that specific month. In case you have only used Pay as you go, Booking of (individual) lessons without the use of either Multi lessons credits or Multi credits plan you can cancel at any time.

Make sure to adhere to the house rules of the Trainer/Companies. The house rules of a particular Trainer/Company may be communicated with you via the lesson detail pages and will be available on their premises. Please follow the instructions, since you are obliged to do so when using Fittery. You not complying to the house rules may lead to the situation that you will be requested to leave the Sports Lesson.

If you fail to use our Website or App in a manner that is not allowed, or if we suspect fraud is being committed with your Account, we have the right to block your Account. Please upload a clear photo of yourself in your Account. This way, Trainers/Companies can verify that you are the one who has registered for a particular Workout. We handle your personal data very carefully. We process your personal data in accordance with the General Data Protection Regulation (GDPR). Please check our privacy policy for more detailed information.

We have the right to change our rates and conditions. We will always notify you well in advance of any changes. If you do not agree with a proposed change, you have the option to terminate your Membership. Of course, we hope you continue to be a Member with us.

1. Definitions

For ease of reference, we indicate in the following overview the meaning we give to the definitions used in our terms & conditions.

- 1.1. **Trainer/Company:** a trainer/company that offers Sports Lessons to Sporters who are active on the Fittery platform.
- 1.2. **Account:** the personal page of a Sporter on the Website and/or App, which page is accessible after registration and after the Sporter has logged in on the Website or App.
- 1.3. **App:** the mobile application and/or mobile Website of Fittery.
- 1.4. **Check-in:** the registration of participation in a certain Sports Lesson. It is only possible to check in with the Trainer (not remotely).
- 1.5. **Sporter:** the natural person using the Fittery App.
- 1.6. **Multi lessons credits:** our card with which you purchase the right to participate in a certain number of Sports Lessons with a specific Trainer.
- 1.7. **Multi credits plan:** the subscription(s) that give(s) you a certain number of credits on a monthly basis that can be used for all Sport Lessons offered on the App.
- 1.8. **Membership:** the membership that entitles the Sporter to use the Fittery App via his/hers Account.
- 1.9. **No-show:** the circumstance that the Sporter submitted to Sports Lesson, but does not cancel on time and does not show up.
- 1.10. **Fittery:** the private company with limited liability Fittery Netherlands B.V., located at Prinsengracht 3D, in (1015 DK) Amsterdam, registered with the Chamber of Commerce under number 89390970.
- 1.11. **Booking:** A booking you need to make in order to reserve an available spot for a specific lesson. If you make multiple bookings we will create an order with multiple bookings.
- 1.12. **Payment:** The price a sporter will need to pay for a specific and or multiple lesson(s), without including any additional e.g. booking costs.
- 1.13. **Cancellation:** There are certain cancellation rules that apply to both sporters and trainers.
- 1.14. **Booking costs:** The booking costs are additional to the costs of a and or multiple lessons and may differ based on the method and time of purchase. All costs are shown when booking. No costs will be charged other than those shown.
- 1.15. **Website:** the Fittery website that is available via fittery.com and any subdomain.
- 1.16. **Sports Lesson:** the sports lesson or (individual or group) activity available for reservation in the App.

2. Applicability terms & conditions

- 2.1. Our Terms & Conditions apply to your Membership to Fittery, use of your Account and our App and all related activities (such as participation in Sports Lessons).
- 2.2. If any provisions of our Terms & Conditions turn out to be null and void or invalid, the other provisions will remain in full effect. The null and void or invalid provisions will be replaced by Fittery with new provisions that will approach the purpose and intent of the provisions to be replaced as closely as possible.

3. Fittery Membership

- 3.1. At the moment you have a Membership with Fittery, you will get access to our App. You will be then able to participate in Sports Lessons provided by the Trainers/Companies active on our platform.
- 3.2. Within your Membership you will be able to book Sports Lessons on a single basis (pay as you go). We will also give you the opportunity to buy Multi lessons credits and subscribe to our Multi credits plans.
- 3.3. A Membership with Fittery is personal. That means that only one Membership and Account will be available per natural person. Misuse of your Membership or Account will result in giving Fittery the right to intervene. Fittery is allowed to suspend or even cancel the Membership or Account. Perks and discounts related to new Memberships or Accounts obtained by misusing your Membership or Account gives Fittery the right to still charge you for these perks and discounts. If you granted Fittery permission to pay via direct debit, you also give Fittery the right to execute these charges via direct debit.
- 3.4. The Trainer/Company is allowed to ask you for identification. To facilitate this, you will need to upload a true and recognizable photo of yourself in your Account.

4. Offering of sports lessons

- 4.1. The variety, number of Sports Lessons offered and times available may vary.
- 4.2. Your Membership gives you the right to participate in Sports Lessons provided by Trainers/Companies in the Netherlands.
- 4.3. Appropriate (sports) clothing is mandatory in order to be allowed to participate in the Sports Lesson.
- 4.4. The trainer/ company is obliged to create a safe environment, so that sports can be practiced safely and tailored to the individual needs and capabilities of a sporter.
- 4.5. The Sports Lessons are given by the Trainers/Companies and not by Fittery. Fittery is not responsible for the quality of the Sports Lessons, but will undertake action if necessary.

5. Attendance and cancellation of a reservation

- 5.1. In case a Trainer/Company has its own cancellation policy, this policy applies. If that is not the case, the following goes.
- 5.2. In case you book single Sport Lessons you will be able to book Sport Lessons up to and including 14 days. In case you are using a Multi lessons credits, you will be able to book Sport Lessons up to and including 30 days. In case you are subscribed to one of our Multi Credit plans you will be able to book Sport Lessons up to and including 30 days with a maximum of 6 Sports Lessons per month
- 5.3. A sporter can always cancel, but will only receive a refund if the sporter cancels within the cancellation conditions set by the trainer. Details can be found on the lesson detail page and in your booking overview. The standard options that can be chosen by a trainer are: 7 days, 24 hours, 2 hours, Until the start of class or Non-refundable.
- 5.4. The Trainer/Company will check your attendance at the Sports Lesson. If you have not participated in a Sports Lesson (which is possible until 5 minutes after the indicated starting time of the Sports Lesson), the Trainer/Company can register a No-show. After the 5 minutes since the indicated starting time of the Sports Lessons have lapsed, the Trainer/Company is allowed to deny you access to the Sports Lesson.

6. House rules and personal circumstances

- 6.1. A Trainer/Company may have house rules that apply to their Sports Lessons. In that case you must (also) comply with these rules. The house rules may be communicated with you via the Trainer/Company's website or available on their premises. At all times you are obliged to follow reasonable instructions from the Trainer/Company('s staff).
- 6.2. In the event of you having a relevant medical indication or complication that is of importance for a safe course of the Sports Lesson, you are advised to inform the Trainer/Company('s staff). This is to facilitate the Trainer/Company in possible adjustment of the Sports Lesson to your situation.
- 6.3. You not complying to the house rules or instructions of the Trainer/Company('s staff), may lead to the situation that you will be requested to leave the Sports Lesson. The Trainer/Company reserves the right to deny you access to Sports Lessons in the future. Fittery will be informed of this decision and as a consequence may suspend, block or cancel your Membership and access to your Account and the App.

7. Duration and termination membership

- 7.1. Once you enter into a Membership this will be for an indefinite period of time. You will have the option to cancel the Membership at any moment after the last Sports Lesson you booked. Cancellation of the Membership will be executed by Fittery within one month. Cancellation is possible via our App.
- 7.2. After the purchase of a Multi lessons credits, it is not possible to cancel it and get your remaining Sports Lessons within the Multi lessons credits refunded. There is a limited validity period for the Multi lessons credits. You must use all Sports Lessons within the Multi lessons

credits within 12 months of purchasing the Multi lessons credits. If you have not done so, the entire Multi lessons credits will expire.

- 7.3. In case of Multi credits plans a trial period of 14 days from the day of confirmation of the subscription to cancel free of charge applies. Cancellation is possible via our App. If you cancel within the 14 days trial period, we will refund the full amount you paid for the subscription if you have not yet used the subscription (booked a Sports Lesson). If you did participate in a Sports Lesson during the 14-day trial period and then cancel, you will pay for the time you used the subscription that specific month. In the latter case, we look at the number of days the subscription has been active and refund the remaining days (cost subscription/number of days in that month * number of days remaining in that month).
- 7.4. After you have canceled your Membership, your personal data will remain stored in our systems for a maximum length of 24 months. During these 24 months, you are able to reactivate your Membership. If you do not reactivate your Membership within 24 months, your Account and all associated personal data will automatically be deleted.
- 7.5. If you want us to remove your personal data immediately after cancellation, you can submit a request by filling out our contact form that can be found on fittery.com. You will need to send us an email with clear instructions. We will then remove your personal data within one month of your request.

8. Costs and payment

- 8.1. The costs of the offered single Sports Lessons, Multi lessons credits and Multi Credit Subscriptions will be displayed in our App.
- 8.2. You are able to select the offered single Sports Lesson and place it in the basket in our App. Then you can finish payment and subsequently finalize the booking of the Sports Lesson. Payment will thus be done before the booking of the Sports Lesson takes place and is a condition to participate in the Sports Lesson.
- 8.3. You are able to select the Multi lessons credits and place it in the basket in our App. Then you can finish payment and subsequently start booking the Sports Lesson(s) within the Multi lessons credits. Payment will thus be done before the purchase of the Multi lessons credits and is a condition to participate in the Sports Lessons. If you subscribed to our Multi credit plans, we will charge you the related costs every month. The costs for our Multi credit plans are displayed in the App. We maintain the right to change the costs and contents of the Multi credits plans. In case we do so, we will inform you in writing beforehand. Payment for Multi credit plans is possible via iDeal, PayPal, or credit card. By paying your first month of Multi credit plans, you give us the right to collect the Multi credit plans costs for each month owed by direct debit on a monthly basis. The direct debit will be performed prior to the month for which payment is owed.
- 8.4. In case we are not able to obtain payment for the costs you owe us based on the use of Fittery related services that involve direct debit payment, we may block your Account/Membership.

This may happen in the event of insufficient balance, reversed direct debit or if we find that there has been a statement of incorrect payment information.

8.5. You have the ability to change your preferred payment method in your Account. Please note that we may charge you costs for changing your preferred payment method. Processing of the changed payment method will be done immediately but can take up to 2 business days.

8.6. Payment will be handled by our payment service provider(s).

9. Promotional offers

9.1. We may offer promotions to new Sporters. These promotions cannot be used by existing Sporters. We do not pay compensation and we do not refund unused or missed promotions.

9.2. Condition for promotional offers is that the new Sporter creates an Account via our App and submitting all details necessary. Per natural person you can only create one account.

9.3. Fittery never pays any discount or fee in cash. We only deduct discounts and fees from the costs you pay to us.

9.4. We will deduct the discount when the new Member pays their first bill and only if the new Member does not terminate their Membership immediately after the first 30 days after creating the Account. If a new Member terminates their Membership during these 30 days, then the right to discount expires.

9.5. You will find our latest promotional offers and the corresponding details at fittery.com.

9.6. Fittery also has (multiple) referral programs (member get member) for their customers. More information can be found at fittery.com/actie-voorwaarden

10. Privacy and cookies

10.1. We value your privacy. When you enter into an agreement with Fittery, you declare to the processing of your user data and personal data in accordance with our Privacy Statement. At fittery.com/privacy-statement you can find our Privacy Statement.

10.2. We use cookies on our Website. We require your consent to the use of cookies on our Website in order to fully use the website. At fittery.com/cookies you can find our Cookie Policy.

10.3. When you make use of the Fittery app and or website you agree with our disclaimer which can be found on fittery.com/disclaimer.

11. User generated content

11.1. We are eager to know how you have experienced the Sport Lesson and or a trainer. There is a possibility for you as a Member to review the Sports Lesson you participated in. Please be aware that this information will be available to others on the App.

- 11.2. We strongly encourage you to think carefully about what you upload to, share with, or access on the App. Fittery does not guarantee anonymity or confidentiality with respect to these reviews.
- 11.3. You understand and agree that reviews may be made public without any additional notice or consent from you, and you should assume that any person (whether or not a Fittery Member), can read or access your reviews. Fittery is not responsible for the use or disclosure of any information you disclose in connection with reviews, including personal information. Reviews are displayed for informational purposes only and reflect the opinion of the person submitting the submission. They are not controlled by, and may not reflect the opinion of Fittery. You understand that all reviews are the sole responsibility of the person from whom such review originated. This means that you, and not Fittery, are entirely responsible for all reviews you make available through the App.
- 11.4. Fittery makes no guarantees that it will publish or make reviews available on the App and reserves the right to reject any review on the App, or to edit or remove reviews at any time with or without notice. Fittery may, but is not obligated to and edit or remove any activity or content, in whole or in part.

12. Complaints

- 12.1. We do everything we can to offer you the best possible experience. If you do, however, have a complaint, we will be happy to discuss a solution with you. We would be grateful if you could give us notice of a complaint as soon as possible. You can also let us know if you have a complaint about one of our Trainers/Companies. Please reach out to our customer care department in case of a complaint or to receive more information. You can reach us via: help@fittery.com

13. Liability

- 13.1. The Sports Lessons are given by the Trainers/Companies and not by Fittery. Fittery is not responsible for the quality of the Sports Lessons.
- 13.2. You are expected to know your own athletic condition best. Therefore, you are responsible for determining whether the Sports Lesson is suitable for you.
- 13.3. Our liability extends only to the proper performance of the agreement we have made with you, more specifically the Membership. Unless we (or one of our Fittery employees, not being Trainers/Companies) act deliberately reckless or are intentionally negligent, our liability for damage, both direct and indirect, under the agreement we have concluded with you, is excluded.
- 13.4. We do not accept liability for any damage - whether direct or indirect - theft, and loss of goods that you suffer before, during, after or as a result of attending a Sports Lesson. You therefore take part at your own risk in the Sports Lessons.
- 13.5. We accept no liability for the negligence of third parties, including any location where you can participate in a Sports Lesson.

14. Change of terms & conditions

- 14.1. Fittery remains the right of changing these terms & conditions. The changed terms & conditions will not take effect until we have communicated them to you or have published them. The terms can be found on the following page: fittery.com/algemene-voorwaarden
- 14.2. The changed terms & conditions substitute any previous terms & conditions from our side. In case you might not agree with the new terms & conditions, you may cancel your Membership with us by the date the new terms & conditions are put into effect.

15. Applicable law and forum

- 15.1. All agreements that we conclude with you and all disputes that may arise between you and Fittery are governed by Dutch law.
- 15.2. We are of course sorry if you have a complaint. We are happy to resolve it through the procedure mentioned in article 12. Should you nevertheless wish to take your complaint about Fittery to court, you have the right to do so at the competent court in your place of residence.