

Terms & Conditions - Trainers

Last change: September 18th, 2023

Version: 1

Fittery Netherlands B.V.

Prinsengracht 3D, 1015 DK AMSTERDAM

Welcome and Important Information

We have created these general terms and conditions to outline the cooperation between Fittery and you as a Trainer/Company as an addition to our Cooperation Agreement. The goal of our cooperation is to connect Sporters with you as a Trainer/Company. In this way the Sporters are able to enjoy a Sports Lesson. Fittery is there to help you reach these Sporters.

Our Cooperation Agreement consists of more detailed agreements between Fittery and you as a Trainer/Company. These terms and conditions apply to the Cooperation Agreement concluded between Fittery and the Trainer/Company. In these terms and conditions, we explain what you can expect from us and what we ask of you. For the specifics of our Cooperation Agreement, please see the Cooperation Agreement.

You can find more information on our website at www.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 support@fittery.com, by phone at 020-3086930, or through our social media channels on Facebook and Instagram.

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:** the Trainer/Company that offers Sports Lessons to Sporters who are active on the Fittery platform. In general we define two types of trainers, (1) a fully independent trainer and (2) a powered by “*company x*” trainer. This 2nd type of trainer can be on the payroll of that specific company but can also be hired by “*company x*” as an independent trainer.
- 1.2. **Account:** the Trainer/Company page on the Website and/or App, which page is accessible after the Trainer/Company entered into a Cooperation Agreement with Fittery, finished registration, and logged in on the Website or App.
- 1.3. **App:** the mobile application and/or mobile Website of Fittery.
- 1.4. **Available Spots:** Sport Lessons available to book.
- 1.5. **Check-in:** the registration of participation in a certain Sports Lesson. It is only possible to check in with the Trainer (not remotely).
- 1.6. **Cooperation Agreement:** the agreement between Fittery and the Trainer/Company by which the Trainer/Company gains access to the Fittery platform to professionally represent its business and its Sports Lessons to acquire new and retain existing customers and manage its Sports Lesson administration by using the services of the platform.
- 1.7. **Sporter:** the natural person using the Fittery App.
- 1.8. **Multi Lessons Credits:** our card with which the sporter purchases the right to participate in a certain number of Sports Lessons with a specific Trainer.
- 1.9. **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.
- 1.10. **Membership:** the membership that entitles the Sporter to use the Fittery App via his/hers Account.
- 1.11. **No-show:** the circumstance that the Sporter submitted to Sports Lesson, but does not cancel on time and does not show up.
- 1.12. **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.
- 1.13. **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.

- 1.14. **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.
 - 1.15. **Cancellation:** There are certain cancellation rules that apply to both sporters and trainers.
 - 1.16. **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.
 - 1.17. **Website:** the Fittery website that is available via www.fittery.com
 - 1.18. **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 the Cooperation Agreement, use of your Account and our App and all related activities (such as offering 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. **Offering of sports lessons**
 - 3.1. The Trainer/Company agrees to deliver its services professionally and competently, adhering to the highest industry standards. Compliance with all applicable laws, regulations, and licensing/certification requirements is also expected.
 - 3.2. The Trainer/Company must provide Fittery with the same (or lower) rates and same or better conditions for the same lessons with at least the same benefits, as made available by the Trainer/Company on his/its own (online) channels and other aggregators.
 - 3.3. The Trainer/Company commits to the obligations regarding the (minimum) amounts (Sports Lessons, Available Spots, Weeks planned ahead, Active trainers, Sporters, Trainers) specified in the Cooperation Agreement. If these minimums are not met, Fittery beholds the right to deactivate the trainer/company and revoke access to the platform and remove all publications from the platform.
 - 3.4. Fittery has the right to change the (minimum) amounts specified in the Cooperation Agreement at any time and as often as it deems necessary after the end of the initial period prior to extension.
 - 3.5. Fittery is allowed to adjust pricing of Available Spots that are approaching the starting time, in order to pursue as much participation as possible for the Available Spots. The discount that can be applied will be paid by both parties (if the trainers consents) and or paid by Fittery.

4. Cancellations

- 4.1. The Trainer/Company will check the Sporter attendance at the Sports Lesson. If the Sporter did not participate in a Sports Lesson (on time), the Trainer/Company will register a No-show or too late. In case the Sporter is too late, the Trainer/Company is allowed to deny the Sporter access to the Sports Lesson.
- 4.2. As soon as the Trainer/Company expects to be not able to facilitate the Sports Lesson, immediate notice to Fittery is appreciated. This is necessary for Fittery to inform potentially interested Sporters about the non-availability of the Sports Lesson.
- 4.3. The Trainer/Company is obliged to arrange a substitute for the Sports Lesson that is which, in terms of nature and scope, has at least the same quality level as the initially offered sports lesson.
- 4.4. In the event that after a Sports Lesson is canceled by the trainer the costs paid by the sporter will be refunded by Fittery on behalf of the trainer. In case there were no Sporters who made a reservation, the Trainer/Company does Fittery not owe a fee. When Fittery has compensated a Sporter for the canceled Sports Lesson, the Trainer/Company is obliged to compensate these costs in full to Fittery.
- 4.5. The specific cancellation rules, that apply for sporters, can be set by a trainer when setting up new activities and or lessons. These rules will be displayed at the lesson detail page shown to customers.

5. House rules and instructions

- 5.1. In case you apply house rules with respect to the Sports Lesson, you should clearly state them to the Sporters before they participate in the Sports Lesson by making them available on the location where the Sports Lesson takes place or actively communicate them with the Sporters before the Sports Lesson takes place.
- 5.2. If you require Sporters to behave in a specific manner if the nature of the Sports Lesson requires it, you must provide clear instructions.
- 5.3. The moment a Sporter informs you of a relevant medical indication or complication that is of importance for a safe course of the Sports Lesson, you must maintain strict confidentiality.

6. Duration and Termination of Agreement

- 6.1. Duration of the Cooperation Agreement is mentioned therein.
- 6.2. Both parties have the right to terminate the Cooperation Agreement by providing written notice with a notice period of 60 days after the first duration period of 12 months.
- 6.3. If the Trainer/Company decides to terminate the Cooperation Agreement before the end of the agreed-upon 12-month period, the Trainer/Company shall be liable to pay Fittery an early termination fee as mentioned in the Cooperation Agreement.

7. Payment

- 7.1. Fittery transfers money after the lessons have taken place, with a maximum of 7 business days. The Trainer/Company receives weekly pay-outs in case of single Sports lessons and Multi credits plan. The applicable commission and or one-off fees, that need to be paid to Fittery, are agreed upon in the Cooperation Agreement and will be withheld from the payment to the trainer.
- 7.2. Regarding Multi credits plans Fittery will collect the subscription related funds and redistribute the corresponding funds per Trainer/Company according to the booked Sports Lessons per Trainer/Company on a monthly basis. Fittery can change this in the future.
- 7.3. Payment will be handled by our payment service provider.
- 7.4. Fittery has the right to change the tariffs (including promotion) and corresponding conditions and definitions specified in the Cooperation Agreement. If this change is processed within 3 months after concluding the Cooperation Agreement the Trainer/Company is authorized to terminate the agreement without being obliged to pay an early termination fee.

8. Privacy and Cookies

- 8.1. 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.
- 8.2. 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.
- 8.3. When you make use of the Fittery app and or website you agree with our disclaimer which can be found on fittery.com/disclaimer

9. User Generated Content

- 9.2. There is a possibility for Sporters to review your sports lessons and you as a trainer. Please be aware that this information will be available to others on the App.
- 9.2. 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 Sporter), can read or access these reviews. Fittery is not responsible for the use or disclosure of any information disclosed 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.
- 9.3. 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.

10. Liability

- 10.1. Safety; the trainer is obliged to create a safe environment, so that sports can be practiced safely and tailored to the individual needs and capabilities of an sporter..
- 10.2. The Sports Lessons are given by the Trainers/Companies and not by Fittery. Fittery is not responsible for the quality of the Sports Lessons.
- 10.3 The objective of the cooperation between Fittery and the Trainer/Company is to provide Sports Lessons to Fittery members. Fittery agrees to work together with the Trainer/Company delivering expertise and services to Fittery members based on an agreed-upon schedule and relevant arrangements as provided by the Cooperation Agreement. Fittery will do its utmost best to make the best out of the cooperation, but is not liable for results and/or revenues of the Trainer/Company.
- 10.4 Both parties agree that damage or other harmful behavior incurred by Sporters or other persons, in any way related to the lessons or activities offered by the Trainer/Company, shall not be the responsibility of Fittery. In the event that a Sporter or other person addresses Fittery in relation to the aforementioned damage or other harmful behavior, Fittery shall expressly reject liability and refer the customer or other person to the Trainer/Company. The Trainer/Company indemnifies Fittery for all (damage) claims of customers or other persons related to the lessons or activities offered by the Trainer/Company.
- 10.5. Fittery accepts no liability for the negligence of third parties, including any location where a Trainer/Company offers a Sports Lesson.

11. Change of Terms & Conditions

- 11.1 Fittery remains the right of changing these terms & conditions. The terms can be found on the following page: fittery.com/algemene-voorwaarden
- 11.2. The changed terms & conditions substitute any previous terms & conditions from our side.

12. Applicable Law and Forum

- 12.1. All agreements that we conclude with you and all disputes that may arise between you and Fittery are governed by Dutch law.
- 12.2. All disputes arising from or in connection with this agreement will be resolved by the Amsterdam District Court.