

## GENERAL TERMS AND CONDITIONS THE WORKOUT LAB

### DEFINITIONS

**Subscription:** A Participant Agreement granting the Participant the right to an unlimited number of Classes (consisting exclusively of group classes as specified on the Website) for a period of one month, six months, or twelve months.

**General Terms and Conditions:** These terms and conditions, as amended by The Workout Lab from time to time. The most recent version is always the applicable version and is available on the Website, in Eversports, and at The Workout Lab. A copy of the General Terms and Conditions will be provided upon request.

**Participant:** Any natural or legal person who has entered into a Participant Agreement with The Workout Lab. If the Participant is a legal entity or a natural person not personally participating, the term "Participant" also refers to any natural person actually participating in the agreed Class.

**Participant Agreement:** The agreement between The Workout Lab and a Participant.

**Eversports:** The application named "Eversports," where The Workout Lab Classes are listed, and registrations for Classes can be made.

**Credit:** The credit or balance purchased by a Participant via the Website, allowing them to book and/or attend a Class at a Studio of The Workout Lab within the Term. Credits may include punch cards, memberships, corporate memberships, the 6 Weeks Fit program, or any other form granting the right to one or more Classes at The Workout Lab.

**Class:** Any (individual or group) session provided by or on behalf of The Workout Lab at its Studio, including but not limited to Lower Body Burn training, Power training, Circuit training, Hit & Run, Hit & Booty, Hit & Power, personal training, or any similar training communicated via the Website.

**Personal Data:** All data concerning individuals provided by a Participant to The Workout Lab as stated in the Participant Agreement or otherwise.

**Studio:** Any studio owned or used by The Workout Lab, as listed on the Website, including outdoor training locations utilized for a Class.

**Term:** The period starting from the purchase of a Credit during which a Participant has the right to participate in one or more Classes. Unless explicitly stated otherwise, the Term of a Class is unlimited.

## **Version December 2024**

The Workout Lab includes two locations:

- The Workout Lab - West, a private limited company based in Amsterdam, registered with the Chamber of Commerce under number 75377306.
- The Workout Lab - De Pijp, a private limited company based in Amsterdam, registered with the Chamber of Commerce under number 75611139.

Website: The Workout Lab's website, [www.theworkoutlab.nl](http://www.theworkoutlab.nl).

### **1. APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS OF THE WORKOUT LAB**

1.1 Every Participant is required to read these General Terms and Conditions. If a Participant Agreement exists between The Workout Lab and a Participant, these Terms are an inseparable part of it.

1.2 If the Participant is a legal entity or a natural person not personally participating in the Class, they are obligated to provide these Terms to the natural person actually participating.

1.3 These Terms may only be set aside or amended if explicitly agreed in writing.

1.4 The Workout Lab reserves the right to adjust the total number of Participants per Class, Studio opening hours, Class times, the number of Classes, the specific trainer or instructor, and pricing. Changes will be communicated via the Website, Social Media, or Eversports where possible.

1.5 The Workout Lab also reserves the right to refuse Participants for misuse of the subscription system or facilities. Participants causing disruption or hindrance may be excluded from the Class by the trainer. Any associated costs are the Participant's responsibility.

1.6 Individuals under 18 are not permitted at The Workout Lab. Any injuries or damage caused by unauthorized access by children are at their own risk.

1.7 Pets are not allowed at The Workout Lab.

1.8 These Terms apply to all relationships between The Workout Lab and any Participant who has purchased Credit and/or participates in a Class offered or facilitated by The Workout Lab.

1.9 All provisions in these Terms are also stipulated for the benefit of all natural persons involved in The Workout Lab's organization and those employed or engaged by The Workout Lab.

1.10 If a provision or part thereof conflicts with any law or regulation or is deemed unreasonably burdensome or voided, only the affected provision will be invalid. The Workout Lab may apply a lawful alternative that aligns closely with the intent of the invalid provision. Other provisions remain unaffected.

## **2. AGREEMENT**

2.1 An agreement between The Workout Lab and a Participant is formed through mutual consent, evidenced by the Participant's online registration or a written confirmation. Participants receive a username and password for The Workout Lab's registration system upon registration.

2.2 The Workout Lab's obligations under a Participant Agreement commence only after the Participant fulfills their obligations, including payment.

2.3 Changes to an established Agreement are subject to prior written approval from The Workout Lab and may incur costs for the Participant.

2.4 An Agreement consists of one or more Credits, valid during the Term for participation in one or more Classes. Credits are time-limited and their validity is specified in the Participant's account. Expired or used Credits prevent registration for further Classes.

## **3. SUBSCRIPTIONS AND PUNCH CARDS**

3.1 Each Participation Agreement is personal and non-transferable. Participants are not permitted to assign or transfer the rights and obligations arising from the Participation Agreement entered into under these Terms and Conditions, either wholly or partially, to third parties.

### **3.2 Memberships**

a. A monthly subscription can be canceled in writing with a one-month notice period, starting from the 1st of the following month. Cancellation in writing is possible by sending an email to [info@theworkoutlab.nl](mailto:info@theworkoutlab.nl) or through the personal login portal on Eversports.

b. A six-month subscription has a minimum term of 6 months, starting on the first day of the calendar month. If a subscription is purchased mid-month, the 6-month period begins on the first day of the following month. Mid-term cancellation of the subscription is not possible. Six weeks before the subscription expires, the Participant will automatically receive an email with options for a new subscription. If no response is received, the subscription will be converted into a monthly subscription at the applicable rate.

c. A yearly subscription has a minimum term of 12 months, starting on the first day of the calendar month. If a subscription is purchased mid-month, the 12-month period begins on the first day of the following month. Mid-term cancellation of the subscription is not possible. Six weeks before the subscription expires, the Participant will automatically

receive an email with options for a new subscription. If no response is received, the subscription will be converted into a monthly subscription at the applicable rate.

3.3 Subscription suspension is allowed for a maximum of 1 month during a subscription period. Suspension can only be requested per calendar month and must be requested in writing via [info@theworkoutlab.nl](mailto:info@theworkoutlab.nl). The suspension period will be added to the end of the subscription term.

3.4 Suspension of the subscription is permitted only in the following cases:

- Serious injury or prolonged illness: Subject to the provision of medical evidence.
- Pregnancy: Upon presentation of a medical certificate or other relevant proof.
- Relocation: If the Participant moves to a location more than five (5) kilometers away from The Workout Lab's premises, with proof of address change.
- Extended stay abroad for work: For a minimum period of six (6) weeks, upon submission of an employer's statement or other supporting documentation.

The Workout Lab reserves the right to request evidence for all the above cases and will assess the suspension request only after such evidence has been received and approved. Upon the Participant's request, The Workout Lab may, at its discretion, also approve suspension in other exceptional circumstances. Suspension is only possible for one or more full calendar months.

3.5 If the Participant decides to enter into a new or additional subscription with The Workout Lab, the terms of the Participation Agreement and these Terms and Conditions will remain fully applicable unless explicitly agreed otherwise in writing.

3.6 If a Participant enters into a Participation Agreement with The Workout Lab, the Participant is entitled to withdraw from the agreement within 14 days of signing it.

3.7 If the Participant withdraws from the Participation Agreement in accordance with these Terms and Conditions, any payments made to The Workout Lab will be refunded, unless the Participant has already utilized The Workout Lab's facilities.

3.8 The Workout Lab reserves the right to terminate the Participation Agreement with immediate effect if:

- The Participant, in the opinion of The Workout Lab, engages in unacceptable behavior;
- The Participant violates The Workout Lab's rules; or
- The Participant causes any form of damage to The Workout Lab.

#### **4. REGISTRATION FEES, PRICES, AND PAYMENT**

4.1 The current prices for a single Credit, a bundle of Credits, or a Subscription are listed on the Website. The most recent prices are always applicable and available on the Website. Price increases do not affect Credits, bundles of Credits, or Subscriptions that have already been purchased and paid for.

4.2 Unless otherwise agreed, payments must be made via the online payment system or by direct debit. A Credit, bundles of Credits, or Subscriptions must be paid for in full upfront.

4.3 By purchasing a Subscription, the Participant authorizes The Workout Lab to charge an initial subscription period fee and a recurring monthly subscription fee at the applicable rate at the time. Increases in the current rate will be communicated to the Participant via email or another form of notification. The Participant also authorizes The Workout Lab to charge additional fees that may arise in connection with the use of the Classes, such as registration or cancellation fees, or a no-show or late-cancellation fee for a missed or late-canceled Class.

4.4 Payments made by the Participant are non-refundable, unless there is a legally valid withdrawal by the Participant.

4.5 The Workout Lab reserves the right to index and adjust its prices and rates.

4.6 No rights can be derived, either retrospectively or prospectively, from promotions or special offers.

#### **5. PARTICIPATION IN AND CANCELLATION OF A WORKOUT**

5.1 Participants must register for a Class in advance using the designated online registration systems: Eversports, Urban Sports Club, and Classpass. Without prior registration, a Participant has no right to attend a Class.

5.2 Cancellation prior to the start of a Class is possible, provided it is done before the specified time as communicated through the online registration systems. If the Participant does not cancel in time, they are considered to have attended the Class, and charges will apply.

5.3 A Participant with a Subscription is allowed to miss the cancellation deadline for a Class once per calendar month without penalty. From the second instance onward, a compensation fee of EUR 10 will be charged for each registered Class the Participant does not attend. This fee is due and payable immediately after the relevant Class, without the need for a formal notice of default.

5.4 The Workout Lab reserves the right to adjust the schedule and/or locations at any time without providing a reason. The most recent schedules and locations are always valid and available on the Website.

5.5 The Workout Lab has the right to cancel a Class due to insufficient interest up until the start time of the Class. In such cases, the Participant is considered not to have been registered for the Class, and no Credit will be deducted.

5.6 If The Workout Lab's facilities cannot be used, in whole or in part, due to circumstances beyond The Workout Lab's control, the costs paid by the Participant for the use of the facilities will not be refunded.

5.7 Extraordinary circumstances constitute force majeure for The Workout Lab and release it from its obligations. In the event of persistent force majeure, The Workout Lab is relieved of its obligation to fulfill the Participant Agreement.

5.8 Classes may be canceled due to hazardous weather conditions, such as thunderstorms, storms, extreme heat, snow, or ice. The Workout Lab is not liable for cancellations caused by hazardous weather conditions.

5.9 In case of a discrepancy between the information available on Eversports and the Website, the information on Eversports takes precedence. Participants are expected to check the Website for the most up-to-date and accurate information.

## **6. LIABILITY**

6.1 The use of The Workout Lab's facilities, including but not limited to strength and conditioning training, participation in any Class, training program, or activities of any kind at The Workout Lab, is entirely at the Participant's own risk.

6.2 The Workout Lab, its organization, staff, and trainers are not liable for personal injury or damage to a Participant's property.

6.3 The Workout Lab is also not liable for any material or immaterial damage arising from other services or advice provided by The Workout Lab, its organization, staff, and trainers.

6.4 The Workout Lab is not responsible for any injury or other damage a Participant may sustain during or as a result of a Class. Any advice provided is entirely non-binding and followed at the Participant's own risk.

6.5 Every Participant is required to inform The Workout Lab of their physical condition, such as injuries, illnesses, or other physical conditions, before, during, and after a Class, and to provide any information that could reasonably be understood as necessary for performing exercises. Participants are responsible for communicating this information.

6.6 The Workout Lab is not liable for damage to or loss of property, regardless of the cause, occurring during or in connection with a Class. Classes can be intense and may lead to injuries. It is the responsibility of the Participant to assess whether they are fit to participate. If a Participant has health concerns or other reasons to doubt their suitability, they should consult a doctor or specialist before attending.

6.7 The Workout Lab reserves the right to exclude Participants deemed unsuitable, at its discretion, from participating in a Class.

6.8 Every Participant, contractual partner, or counterparty declares that they are insured against any damage suffered as a result of participating in a Class, unless such damage is caused by gross negligence or intent on the part of The Workout Lab.

6.9 The Participant hereby unconditionally and irrevocably waives their right to claim compensation for any direct or indirect damage (whether arising from contract or tort) related to their participation in a Workout, whether such damage has occurred, occurs, or will occur.

6.10 A Participant is liable for damage caused to The Workout Lab's property if the damage results from the Participant's negligence and/or fault.

6.11 The exclusions and limitations of liability outlined in these Terms and Conditions also apply to employees of The Workout Lab and anyone else whose assistance The Workout Lab utilizes in fulfilling the Participant Agreement or conducting a Class.

## **7. PERSONAL DATA AND PRIVACY POLICY**

7.1 Each Participant is aware that he/she provides certain Personal Data to The Workout Lab, including but not limited to name, age, address, and email address. The Personal Data of the Participants is strictly confidential and will only be used for administrative purposes of The Workout Lab and to improve the training results of a Participant.

7.2 If the Participant agrees to these General Terms and Conditions, the Participant grants The Workout Lab permission to process his/her personal data in connection with the commercial use of The Workout Lab. Any processing of personal data by The Workout Lab will be done in accordance with the General Data Protection Regulation and the relevant implementing legislation. The Workout Lab will destroy all data related to the Participant's Personal Data upon written request from the Participant.

7.3 By agreeing to these General Terms and Conditions, the Participant explicitly gives The Workout Lab permission to receive offers from The Workout Lab via email and other means.

7.4 Only with explicit consent from a Participant will Personal Data in the form of personal photographs be used for commercial purposes of The Workout Lab. Photos and video recordings made during a Class may always be used by The Workout Lab for commercial purposes, such as posting on social media or the Website.

7.5 For security reasons, The Workout Lab may use video and audio surveillance equipment to monitor the studios. Video and audio surveillance is limited to the exercise areas and is not present in the toilet and shower areas.

## **8. COMPLAINTS**

8.1 A participant must report any complaint regarding any performance of The Workout Lab as soon as possible after the complaint arises. In the event of any damage or defect in the execution of a class, a report must be made no later than fourteen days after the Participant has discovered the damage or defect. The complaint should be submitted by phone or in writing to The Workout Lab, mentioning the relevant Class and a description of the complaint.

8.2 The complaint must be fully and clearly described and should include any evidence.

8.3 The Workout Lab will respond to the complaint submitted by the Participant as soon as possible, but no later than four weeks from the date of receipt. If The Workout Lab expects to need a longer time to process the complaint, it will notify the Participant immediately via email after this determination.

8.4 If the complaint cannot be resolved by mutual agreement, a dispute arises in accordance with Article 9 of these General Terms and Conditions.

## **9. DISPUTES AND APPLICABLE LAW**

9.1 Dutch law applies to this agreement and all legal relationships arising therefrom.

9.2 Disputes arising from this agreement that cannot be resolved amicably will be submitted to the competent court in Amsterdam.