

TERMS & CONDITIONS THE WORKOUT LAB

DEFINITIONS

Membership: A Participant Agreement granting the Participant the right to attend an unlimited number of Classes (consisting exclusively of group classes as specified on the Website), for a period of one month, 6 months, or 12 months.

Terms & Conditions: These terms and conditions, as amended from time to time by The Workout Lab. The latest version shall always apply and is available on the Website, in Momence, and at The Workout Lab. A copy of the Terms & Conditions will be provided upon request.

Participant: Any natural person or legal entity that has entered into a Participant Agreement with The Workout Lab. If the Participant is a legal entity or a natural person who does not personally participate, the term "Participant" shall also include any natural person who actually participates in the relevant Class as agreed with the relevant legal entity or non-participating natural person.

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

Momence: The application called "Momence," through which The Workout Lab classes are displayed and bookings can be made.

Credit: The credit purchased by a Participant through the Website in order to book and/or attend a Class at a Studio of The Workout Lab within the applicable Term. A Credit may consist of a credit card, membership, corporate membership, Fit Program, or any other form granting access to one or more Classes at The Workout Lab.

Class: Any individual or group class provided by or on behalf of The Workout Lab at a Studio of The Workout Lab.

Personal Data: All information relating to natural persons provided by a Participant to The Workout Lab as included in the Participant Agreement or otherwise.

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

Term: The period 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 validity period of a Class is unlimited.

The Workout Lab consists of two locations:

1. The Workout Lab – West, a private limited company established in Amsterdam and registered with the Chamber of Commerce under number 75377306.
2. The Workout Lab – De Pijp, a private limited company established in Amsterdam and registered with the Chamber of Commerce under number 75611139.

Website: The website of The Workout Lab, www.theworkoutlab.nl.

1. APPLICABILITY OF THE TERMS & CONDITIONS

1.1 Every Participant is required to read these Terms & Conditions of The Workout Lab. If a Participant Agreement exists between The Workout Lab and a Participant, these Terms & Conditions form an integral and inseparable part thereof.

1.2 If the Participant is a legal entity or a natural person who does not personally participate in the Class, the Participant is obliged to provide these Terms & Conditions to the natural person who actually participates in the Class.

1.3 These Terms & Conditions may only be excluded or amended in whole or in part if agreed upon in writing.

1.4 The Workout Lab reserves the right to adjust the total number of Participants per Class, as well as the Studio opening hours, Class schedules, number of Classes, specific trainer or instructor of a Class, and pricing. Where possible, changes will be communicated through the Website, social media, or Momence.

1.5 The Workout Lab reserves the right to refuse Participants in case of misuse of the membership system or facilities of The Workout Lab. If a Participant causes such nuisance or disruption that, in the opinion of the trainer, the proper execution of a Class is hindered, the trainer may unilaterally exclude the Participant from the Class. Any resulting costs shall be borne by the Participant.

1.6 Persons under the age of 18 are not permitted access to The Workout Lab. Any injury to children or damage to children's property resulting from unauthorized access to The Workout Lab shall be entirely at their own risk.

1.7 Pets are not permitted at The Workout Lab.

1.8 These Terms & Conditions apply to all legal relationships between The Workout Lab and a Participant who has purchased a Credit and/or actually participates in a Class offered and/or provided by The Workout Lab.

1.9 All provisions in these Terms & Conditions are also stipulated for the benefit of all persons involved in the organization of The Workout Lab and all persons working for or engaged by The Workout Lab.

1.10 If any provision or part thereof in these Terms & Conditions conflicts with any law, regulation, treaty, or European directive, or is deemed unreasonably burdensome, void, or annulled, only the invalid or annulled provision shall be excluded. The Workout Lab shall be entitled to replace such provision with one that is legally permissible and reflects the original intent as closely as possible. The invalidity or annulment shall not affect the validity of the remaining provisions.

2. AGREEMENT

2.1 An agreement between The Workout Lab and a Participant is formed upon mutual consent, evidenced by the Participant's (online) registration or written confirmation of the agreement. During registration, the Participant will receive login credentials for The Workout Lab's registration system.

2.2 Obligations for The Workout Lab under a Participant Agreement only arise after the Participant has fulfilled all obligations, including payment.

2.3 Amendments to an existing Participant Agreement may only be made with prior written consent from The Workout Lab. Amendments may involve additional costs for the Participant.

2.4 An agreement between The Workout Lab and a Participant consists of one or more Credits, entitling the Participant to attend one or more Classes during the applicable Term. Credits are therefore limited in validity. The specific validity is stated in the Participant's account on the Website. Once a Credit or bundle of Credits has expired or been used, the Participant can no longer register for a Class.

3. PARTICIPANT AGREEMENTS AND ACCESS TYPES

3.1 General Provisions

Each Participant Agreement is personal and non-transferable. Participants are not entitled to transfer rights or obligations arising from the Agreement to third parties.

3.2 Memberships

3.2.1.a *Monthly membership*: By purchasing this membership, the member agrees that the minimum term is calculated based on one full subscription month starting from the first full month after activation. Depending on the start date, the total calendar duration may vary between one and two months.

Cancellation must be submitted in writing no later than one calendar month before the end of the current membership term.

Written cancellation can be made by sending an email to info@theworkoutlab.nl.

3.2.1.b *Half year membership*: This membership has a minimum term of six full subscription months starting from the first full month after activation. By purchasing this membership, the member agrees that the actual calendar duration may vary between six and seven months depending on the start date. Early cancellation is not possible.

Six weeks before expiration, the member will automatically receive an email regarding renewal options. If no response is received, the membership will automatically convert into a monthly membership at the applicable rate.

Cancellation must be submitted in writing no later than one calendar month before the end of the current membership term.

Written cancellation can be made by sending an email to info@theworkoutlab.nl.

3.2.1.c Year membership: This membership has a minimum term of twelve full subscription months starting from the first full month after activation. By purchasing this membership, the member agrees that the actual calendar duration may vary between twelve and thirteen months depending on the start date. Early cancellation is not possible.

Six weeks before expiration, the member will automatically receive an email regarding renewal options. If no response is received, the membership will automatically convert into a monthly membership at the applicable rate.

Cancellation must be submitted in writing no later than one calendar month before the end of the current membership term.

Written cancellation can be made by sending an email to info@theworkoutlab.nl.

3.2.1.d Mini membership: By purchasing this membership, the member agrees to a minimum term of one full subscription month starting from the first full month after activation. Depending on the start date, the total calendar duration may vary between one and two months.

The Mini Membership entitles the member to a maximum of four (4) classes per calendar month. Unused classes cannot be carried over to the following month.

Cancellation must be submitted in writing no later than one calendar month before the end of the current membership term.

Written cancellation can be made by sending an email to info@theworkoutlab.nl.

3.1.2 Membership Freeze: Pausing a membership is permitted for a maximum of one (1) calendar month during the membership period. A pause request must be submitted in writing via info@theworkoutlab.nl. The paused period will be added to the end of the membership term. Members with an unlimited membership and a mini membership may pause their membership for a maximum of one calendar month during the membership period in the following cases: medical condition or illness (doctor's statement required), injury (doctor's statement required), extended travel, pregnancy and/or childbirth.

3.1.3 Suspension of Membership: the validity of a Membership may only be suspended in the following cases:

1. Serious injury or prolonged illness, subject to the provision of medical evidence.
2. Pregnancy, upon presentation of a medical certificate or other relevant documentation.
3. Relocation, if the Participant moves to a location more than five (5) kilometers away from The Workout Lab training location, subject to proof of address change.
4. Long-term stay abroad for work purposes, for a minimum period of six (6) weeks, subject to an employer's declaration or other supporting documentation.

The Workout Lab reserves the right to request supporting documentation in all of the above cases and will only assess the suspension request once such documentation has been received and approved. At the Participant's request, The Workout Lab may, at its sole discretion, approve suspension in other exceptional circumstances. Suspension of a Membership is only possible for one or more full calendar months.

3.1.4 If the Participant decides to purchase a new or additional Membership with The Workout Lab, the terms of the Participant Agreement and these Terms & Conditions shall continue to apply in full, unless explicitly agreed otherwise in writing.

3.1.5 If a Participant has entered into a Participant Agreement with The Workout Lab, the Participant has the right to revoke the Agreement within fourteen (14) days after signing the Participant Agreement.

3.1.6 If the Participant revokes the Participant Agreement in accordance with these Terms & Conditions, the Participant shall receive a refund of all payments made to The Workout Lab, unless the Participant has already used the facilities of The Workout Lab.

3.1.7 If the Participant makes use of the facilities during the withdrawal period and subsequently terminates the Agreement, the right to a refund shall lapse and the Agreement shall end immediately without further access.

3.1.8 The Workout Lab has the right to terminate the Participant Agreement with immediate effect if:

- the Participant is, in the opinion of The Workout Lab, guilty of unacceptable behavior;
- the Participant violates the rules of The Workout Lab; or
- the Participant causes damage to The Workout Lab in any way.

3.1.9.1 The following conditions apply to all annual, 6-month and monthly memberships, credit card holders, and single credit holders:

1. Class Reservations: Participants may register for Classes through Momence up to three (3) weeks prior to the relevant Class, subject to availability.
2. Access to Studios: A Membership entitles the Participant to an unlimited number of Classes at two (2) The Workout Lab Studios during the term of the Participant Agreement, as listed on the Website.
3. Towel Service: The Workout Lab provides a towel service in the Studios for Participants who have forgotten their own towel. This service is an additional facility to which no permanent rights may be derived, and availability cannot be guaranteed.

3.1.9.2 The following additional conditions apply to all annual, 6-month and monthly Membership holders:

1. Events: Participants may be eligible for priority registration and/or discounts for events organized by or on behalf of The Workout Lab. Participation in events may be subject to additional terms and conditions, which will be communicated separately.
2. Clothing Discount: The Participant is entitled to a twenty percent (20%) discount on sportswear through clothing partner I Can I Will (ICIW). This discount is subject to availability and the terms and conditions of the relevant partner.
3. Fit Program Discounts: After completion of the program, the Participant will receive two (2) weeks of free workouts. This will be processed administratively in Momence. This effectively results in the following benefits:
 - 6 Weeks Fit: two (2) months without membership fees.

- 10 Weeks Workout Mama: three (3) months without membership fees.
- 4. Discount on protein shakes available at the West location.

3.2 Credit cards

3.2.1.a *Try-Out Deal*: By purchasing the Try-Out Deal, the Participant receives three (3) credits, which may be used to book Classes at The Workout Lab.

The credits are valid for a period of one (1) month from the date of the first booked Class. Unused credits automatically expire after this validity period and cannot be extended, carried over, or refunded.

The Try-Out Deal is intended exclusively for new Participants, is personal, and the credits are non-transferable.

3.2.1.b *10-Credit Card*: By purchasing a 10-Credit Card, the Participant receives ten (10) credits, which may be used to book Classes at The Workout Lab.

The credits are valid for a period of six (6) months from the date of purchase. Unused credits automatically expire after this validity period and cannot be extended, carried over, or refunded.

The 10-Credit Card is personal and non-transferable.

3.2.1.c *20-Credit Card*: By purchasing a 20-Credit Card, the Participant receives twenty (20) credits, which may be used to book Classes at The Workout Lab.

The credits are valid for a period of six (6) months from the date of purchase. Unused credits automatically expire after this validity period and cannot be extended, carried over, or refunded.

The 20-Credit Card is personal and non-transferable.

3.2.1.d *Workout Mama 10-Credit Card*: By purchasing the Workout Mama 10-Credit Card, the Participant receives ten (10) credits that may only be used for Workout Mama Classes at The Workout Lab.

The credits are valid for a period of twelve (12) months from the date of purchase. Unused credits automatically expire after this validity period and cannot be extended, carried over, or refunded.

The Workout Mama 10-Credit Card is personal and non-transferable.

3.3 Single credit

By purchasing a single credit, the Participant receives one (1) credit, which may be used to book one Class at The Workout Lab.

The credit is valid for a period of three (3) months from the date of purchase. Unused credits automatically expire after this validity period and cannot be extended, carried over, or refunded.

The single credit is personal and non-transferable.

4. REGISTRATION FEES, PRICES, AND PAYMENT

4.1 The current prices for a Credit, bundle of Credits, or Membership are listed on the Website. The latest prices shall always apply and are continuously available on the Website. Price increases do not affect purchased and paid Credits, bundles of Credits, or Memberships already in effect.

4.2 Unless agreed otherwise, payments must be made through the online payment system or by direct debit. Credits, bundles of Credits, and Memberships must be paid in full in advance.

4.3 By purchasing a Membership, the Participant authorizes The Workout Lab to charge an initial membership period and a recurring monthly membership fee at the applicable rate. Increases in the current rate will be communicated to the Participant by email or other notice. The Participant also authorizes The Workout Lab to charge any additional costs incurred in connection with the use of the Classes, such as registration fees, cancellation fees, no-show fees, or late cancellation fees.

4.4 Payments already made by the Participant shall not be refunded unless there is a legally valid withdrawal by the Participant.

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

4.6 No rights may ever be derived from promotions or special offers, either before or after participation.

5. PARTICIPATION IN AND CANCELLATION OF A WORKOUT

5.1 A Participant must register for a Class in advance through the designated online booking systems: Momence, Urban Sports Club, and ClassPass. Without registration, a Participant is not entitled to attend a Class.

5.2 The use of a towel and clean sports shoes is mandatory for every Participant during participation in a Class.

5.3 Cancellation before the start of a Class is possible provided this occurs no later than twelve (12) hours before the start of the relevant Class, as communicated through the online booking systems. If cancellation occurs within 12 hours before the Class or if the Participant fails to attend, the Participant shall be deemed to have attended the Class and the applicable costs will be charged or a credit deducted.

5.4 A Participant with an annual, 6-month, or monthly Membership may cancel late or fail to timely cancel a reserved Class a maximum of two (2) times per calendar month without charge. From the third occurrence within the same calendar month, an amount of EUR 10 will be charged per missed Class or late cancellation.

In addition, every no-show (failure to attend a reserved Class without timely cancellation) shall immediately be considered a missed reservation and will also incur a EUR 10 charge per occurrence.

This amount becomes due immediately after the relevant Class and will automatically be charged 24 hours after the end of the Class through the reservation system, of which the Participant will receive a notification.

For credit card holders and credit holders, a late cancellation (within 12 hours before the start of the Class) or no-show will result in the relevant credit automatically expiring and being deducted.

5.5 The Workout Lab is entitled to amend schedules and/or locations at any time without stating reasons. The latest schedules and locations shall always apply and are continuously available on the Website.

5.6 The Workout Lab has the right to cancel a Class up until the start time in the event of insufficient interest. In such cases, the Participant shall be deemed never to have registered for the relevant Class and no Credit shall be deducted.

5.7 If the facilities of The Workout Lab cannot be used, or cannot be fully used, due to circumstances beyond the control of The Workout Lab, the fees owed by the Participant for the use of the facilities of The Workout Lab shall not be refunded.

5.8 Extraordinary circumstances shall always constitute force majeure for The Workout Lab and release The Workout Lab from its obligations. In the event of permanent force majeure, The Workout Lab shall be released from its obligation to fulfill the Participant Agreement.

5.9 In the event of dangerous weather conditions, including thunderstorms, storms, extreme heat, snow, or icy conditions, a Class may be cancelled. The Workout Lab shall not be liable for cancellations caused by dangerous weather conditions.

5.10 In the event of any discrepancy between the information available in Momence and on the Website, the information in Momence shall prevail. Participants are expected to check the Website for the most recent and accurate information.

6. LIABILITY

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

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

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

6.4 The Workout Lab shall not be liable for any injury or other damage sustained by a Participant 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 Each Participant is obliged to inform The Workout Lab before, during, and after any Class about their physical condition, including injuries, illnesses, and/or other physical conditions, and/or provide information that the Participant could reasonably understand to be necessary for performing exercises safely. The Participant is personally responsible for reporting such information.

6.6 The Workout Lab shall not be liable for damage to and/or loss of personal belongings arising during or in connection with a Class, regardless of the cause. A Class is intensive and may potentially lead to injuries. Participants must assess for themselves whether they are fit to participate in a Class. If a Participant has health complaints or any other reason to doubt participation, the Participant should seek advice from a doctor and/or specialist.

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

6.8 Each Participant, contractual partner, or counterparty declares that they are insured for damages suffered as a result of participation in a Class, insofar as such damages are not the result of gross negligence or intentional misconduct on the part of The Workout Lab.

6.9 The Participant hereby unconditionally and irrevocably waives any right to compensation for any direct or indirect damage (whether arising from contract or tort) related to participation in a Workout that has arisen, may arise, or will arise.

6.10 A Participant shall be liable for damage caused to the property of The Workout Lab if such damage results from negligence and/or fault of the Participant.

6.11 The exclusions and limitations of liability set out in these Terms & Conditions shall also apply for the benefit of employees of The Workout Lab and any other persons engaged by The Workout Lab in the execution of the Participant Agreement or a Class.

7. PERSONAL DATA AND PRIVACY POLICY

7.1 Each Participant acknowledges that they provide certain Personal Data to The Workout Lab, including but not limited to name, age, address, and email address. The Personal Data of Participants shall be treated as strictly confidential and used exclusively for administrative purposes of The Workout Lab and for improving the Participant's training results.

7.2 By agreeing to these Terms & Conditions, the Participant grants The Workout Lab permission to process their personal data in connection with the commercial purposes of The Workout Lab. Any processing of personal data by The Workout Lab shall take place in accordance with the General Data Protection Regulation (GDPR) and applicable implementing legislation. The Workout Lab shall delete personal data upon written request by the Participant, insofar as legally permitted.

7.3 If the Participant has explicitly consented, The Workout Lab may send commercial messages by email or otherwise.

7.4 Personal Data in the form of personal photographs shall only be used for commercial purposes of The Workout Lab after explicit consent has been given by the Participant. Photos and video recordings made during a Class may always be used by The Workout Lab for commercial purposes, such as publication on social media or the Website.

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

7.6 During Classes, events, or other activities of The Workout Lab, photos and video recordings may be made for promotional and commercial purposes, such as use on social media, the Website, and other marketing channels of The Workout Lab.

Personal Data in the form of recognizable portrait photos or targeted images of Participants will only be used if explicit prior consent has been obtained.

General atmosphere images and group photos may be used by The Workout Lab on the basis of legitimate interest, while taking Participants' privacy into account.

If you object to the use of visual material in which you are recognizable, you may contact info@theworkoutlab.nl.

7.7 The processing of personal data by The Workout Lab is subject to the Privacy Policy. This policy describes which personal data is processed, for what purposes, how such data is secured, and which rights the Participant has under applicable privacy legislation.

The most recent version of the Privacy Policy is available on The Workout Lab website. By agreeing to these Terms & Conditions, the Participant declares that they have taken note of the Privacy Policy.

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 damage or deficiencies in the execution of a Class, notification must be made no later than fourteen (14) days after the Participant discovered the damage or deficiency. Complaints must be submitted verbally or in writing to The Workout Lab, stating the relevant Class and a description of the complaint.

8.2 The complaint must be complete, clearly described, and supported by any available evidence.

8.3 The Workout Lab shall respond to complaints submitted by the Participant as soon as possible, but no later than four (4) weeks after receipt. If The Workout Lab expects to require more time to process the complaint, it shall immediately notify the Participant by email upon becoming aware of this.

8.4 If the complaint cannot be resolved through mutual consultation, a dispute shall arise in accordance with Article 9 of these Terms & Conditions.

9. DISPUTES AND APPLICABLE LAW

9.1 These Terms & Conditions and all legal relationships arising therefrom shall be governed exclusively by Dutch law.

9.2 Disputes arising from these Terms & Conditions that cannot be resolved amicably shall be submitted to the competent court in Amsterdam.