

## GENERAL TERMS AND CONDITIONS

CrossFit Eudokia is located in Rotterdam and registered in the trade register of the Chamber of Commerce with registered office number 60345314. CrossFit Eudokia uses the following General Terms and Conditions, published on the website [www.crossfiteudokia.com](http://www.crossfiteudokia.com).

### Article 1 Applicability of the terms and conditions and Dutch law

1. These General Terms and Conditions apply to any legal relationship between a consumer (hereinafter: the client/ member) who participates in one of the services of CrossFit Eudokia and to any product/ agreement that is entitled indicates participation in one of the services of CrossFit Eudokia.
2. By participating in the services of CrossFit Eudokia and by purchasing a product that gives access to the services, the client/ member declares to agree to these Terms and Conditions.
3. Only if this is deviated from in writing by CrossFit Eudokia, these General Terms and Conditions may not apply in whole or in part.
4. These General Terms and Conditions and all agreements of CrossFit Eudokia are governed by Dutch law. CrossFit Eudokia is entitled to change the General Terms and Conditions at any time. After modification and publication on the website of CrossFit Eudokia, these apply to both existing and new clients/ members. By purchasing services from CrossFit Eudokia, the client/ member declares to agree with the content and scope of the General Terms and Conditions. These conditions govern the legal relationship between CrossFit Eudokia and its clients/ members.
5. If a provision or part of a provision in these General Terms and Conditions (a) is in conflict with a decision, law, regulation, treaty or European directive, (b) is considered unreasonably onerous or (c) on the basis of any decision, law, regulation, treaty or European directive is null and void or nullified, only the null or nullified provision or the null and void or nullified part of the relevant provision will remain inapplicable, and CrossFit Eudokia is permitted to apply a replacement provision that is legally permissible and as closely as possible with the purport and content of the (partially) invalid or voided provision.

### Article 2 Membership / Agreement

1. A membership/ agreement between CrossFit Eudokia and a client/ member is created by oral or/ and written agreement between both parties. For memberships: The Subscription Form applies.
2. The membership/ agreement is strictly personal and non-transferable
3. The membership/ agreement can be started at any time agreed upon.
4. The membership/ agreement applies for the agreed fixed period or for a specific number of training sessions/ consultations as agreed in writing or verbally.
5. During a cooling- off period of fourteen (14) calendar days after written or oral approval of the membership/ agreement, the client/ member has the option to withdraw from the membership/ agreement free of charge. The aforementioned right of withdrawal ends when the client/ member uses the services of CrossFit Eudokia earlier than those fourteen (14) calendar days.
6. Commitment period: If a member takes out a membership for the first time, the member agrees to the mandatory minimum membership period of three (3) calendar months. After this period of three (3) calendar months, the membership is automatically renewed for an indefinite period and can be terminated at any time with due observance of a notice period of one (1) calendar month.
7. Memberships: Each membership and agreement has a separate period of validity:
  - a. A punch card expires when 1. The member has participated in the maximum number of training sessions to which the punch card gives access and 2. the validity period of three (3) calendar months expires, regardless of outstanding training sessions. In case 2, the member is not entitled to a refund of outstanding training sessions. A punch card is not automatically renewed.
  - b. A membership has a term of one (1) calendar month or six (6) calendar months. The membership with term of one (1) calendar month is automatically renewed for an indefinite period. From there, the membership can be canceled at any time with due observance of a notice period of one (1) calendar month. A membership with a term of six (6) months expires automatically, without mid- term termination option for the member. After expiration, the member has the option to take out a new subscription, in case of a membership of one (1) calendar month, the commitment period does not apply.
  - c. An agreement for personal training or for lifestyle coaching ends when 1. The member/ client has participated in the

maximum number of training sessions/ consultations to which the agreement gives access and 2. the agreed period of validity will expire, regardless of any outstanding training sessions/ consultations. In case 2, the member/ client is not entitled to a refund of outstanding training sessions/ consultations. An agreement for personal training or lifestyle coaching is not automatically renewed.

### **Article 3 Changes and pausing of membership / agreement**

1. A change of membership/ agreement is possible in consultation and only after approval of CrossFit Eudokia. The request for this must be made in writing, by filling in the Change Form of CrossFit Eudokia. The new membership/ agreement will take effect on the desired date and the new rate will be calculated immediately. The member / client is not entitled to any refund or compensation in any form.
2. It is possible to pause the membership/ agreement for a minimum period of one (1) calendar month, if there is a long-term illness, injury or disability that makes it no longer possible to participate in the foreseeable future or, for example, in the event of a necessary stay at a location with such a travel distance from CrossFit Eudokia that it is no longer possible to use the services of CrossFit Eudokia under reasonable conditions. A request for a break must be motivated in writing by filling in the Change Form of CrossFit Eudokia, if applicable accompanied by a medical statement, to CrossFit Eudokia no later than fourteen (14) calendar days prior to the start date of the break. After the agreed break, the membership/ agreement is automatically activated. CrossFit Eudokia reserves the right to reject a request at any time without stating reasons.

### **Article 4 Termination of membership / agreement**

1. A cancellation period of one (1) calendar month applies to membership with a term of one (1) calendar month. This means that cancellation must be given no later than the beginning of the last calendar month. A contribution is due for this last month. If the cancellation does not take place on time, the membership will end in the following calendar month. A membership with a term of six (6) months, expires automatically without mid-term termination option for the member.
2. Termination of membership must be done in the same way as the membership was entered into: by filling in the Subscription Form of CrossFit Eudokia. A written confirmation of cancellation will be sent to the member by CrossFit Eudokia.
3. Early termination: If the member/ client has entered into an agreement with CrossFit Eudokia for a specific number of training sessions/ consultations or for a specific period with a fixed start and end date, interim termination by the member/ client is only possible when:
  - a. The member/ client will be given a different home address that can be demonstrated in writing and - as a result of the increased travel time - it is no longer possible for the member/ client to use the services of CrossFit Eudokia under reasonable conditions or if CrossFit Eudokia provides the services at the client location and the new residential address is outside the CrossFit Eudokia operating area (> 25 km from the CrossFit Eudokia business address);
  - b. it has become impossible for the member/ client to use the services of CrossFit Eudokia as a result of a long-term illness, injury or disability (being longer than one (1) calendar month). After mutual consultation with CrossFit Eudokia and the submission of a written medical statement, the agreement will be temporarily suspended, amended or terminated. In the event of suspension, the duration of the agreement will be extended by the agreed period/ number of training sessions/ consultations without charging an additional rate. Upon termination, written confirmation of termination of the agreement takes place. Suspension or termination can never be retroactive.
  - c. Only in the aforementioned cases paragraph 3 a and paragraph 3 b will a refund be made of the remaining part of the agreed amount of the agreement with a specific number of training sessions/ consultations or for a specific period with a fixed start and end date, for the period in which the member/ the client can no longer use the services of CrossFit Eudokia for the above reasons. In all other cases, the right to a refund or compensation in any form will lapse.

### **Article 5 Prices and payments**

1. The contract payment is to be done prior to the start of the membership/ agreement.
2. CrossFit Eudokia reserves the right to unilaterally increase prices.
3. In the event of a price increase, the member/ client has the right to cancel the membership/ agreement within four (4) calendar weeks of CrossFit Eudokia's announcement of that increase.
4. A membership with a term of one (1) calendar month is automatically debited monthly from the member's bank account. A membership for six (6) calendar months has to be paid per pin payment or bank transfer prior to the start.

5. An agreement for a specific number of training session / consultations, other than a membership, must be paid in advance by pin or bank transfer.
6. Unless otherwise agreed, payments must be made by direct debit or by debit card payment.
7. If the amount due cannot be collected, a payment reminder will be sent. If this is not responded to within fourteen (14) calendar days, the member/ client will be given the opportunity to pay the due payment for the last time.
8. If the member/ client is still in default after a period of four (4) calendar weeks, the collection of all outstanding claims will be transferred to a collection agency. The resulting costs are entirely at the expense of the member/ client.
9. In the event of late payment of amounts due, training/ consultations by CrossFit Eudokia will be suspended until the entire amount due has been paid. The member/ client cannot claim a refund.
10. CrossFit Eudokia reserves the right to deny access to the member/ client as long as the claim has not been settled.
11. The contract fee must also to be payed if the member/ client is unable to participate in the services of CrossFit Eudokia unless the member/ client has been explicitly authorized to do so by CrossFit Eudokia upon written request.

#### **Article 6 Participation in services**

1. CrossFit Eudokia reserves the right to change or postpone or cancel services due to holidays, sick leave, any form of force majeure or other circumstances to be determined by CrossFit Eudokia, without right for refund or compensation in any form. In the event of a long-term absence of a coach, CrossFit Eudokia will take care of coordination with the member/ client about the desired progress of the services as soon as possible without any obligation. CrossFit Eudokia reserves the right to impose additional conditions on services such as a minimum number of participants.
2. In the event of changes, as referred to in paragraph 1, to the detriment of the member/ client, the member/ client has the right to cancel the membership/ agreement with one (1) notice period for four (4) calendar weeks after the announcement unless the change does not justify termination.
3. To participate in a training session, the member must register via the CrossFit Eudokia booking system. The member can book regular lessons up to one (1) calendar week in advance.
4. The member can cancel up a by CrossFit Eudokia determined time prior to a training by unsubscribing via the booking system, without the member losing a credit. If the member does not cancel on time, or does not show up, the credit will lapse. The member can get the credit back immediately by making a donation at their discretion to a charity assigned by CrossFit Eudokia or by making a contribution to the CrossFit Eudokia community at their discretion.
5. In case of an agreement for the introduction course (on ramp), personal training, lifestyle coaching or other personal consultations, cancellation must be made in writing or orally no later than 24 hours before the start. In case of late cancellation or failure to show up, the client owes 100% of the costs of the consultation and the right to a refund of the relevant consultation that was not canceled in time lapses.
6. Before participating in the regular CrossFit Eudokia training sessions, every new member without recent CrossFit experience at a CrossFit affiliate must have completed the introduction course (on ramp). Additional fees may be charged. If the member can demonstrate that he has gained comparable experience elsewhere, this obligation lapses.
7. A drop-in and a punchcard are only allowed if the visitor can demonstrate CrossFit experience. A drop-in and a punchcard are only allowed in regular training sessions and are excluded from Open Gym.

#### **Article 7 House rules**

1. The member/ client adheres to the house rules and the associated code of conduct available on the website and at the location of CrossFit Eudokia.
2. The member/Client follows the instructions given by CrossFit Eudokia and informs CrossFit Eudokia of any restrictions, medical contraindications or other relevant information for participating in the CrossFit Eudokia services.
3. The member/ client must use their own clean towel while participating in the services of CrossFit Eudokia and must clean the used material afterwards with cleaning products provided by CrossFit Eudokia and clean up the material afterwards.
4. The member/client is requested not to bring valuables to the CrossFit Eudokia site.
5. In the training area, it is not allowed to use telephones or cameras, to make phone calls, play music or take photos and recordings.
6. The member/ client is not permitted to participate in CrossFit Eudokia services if the member/ client is under the influence of alcohol, drugs, stimulants, narcotics or substances designated as doping.
7. The member/ client is requested to wear clean and safe sports clothing and sports shoes. Headgear such as caps and caps are not allowed in the training area unless they are worn on the basis of religion.

8. Theft, destruction, discrimination, intimidation, aggression and transgressive behavior in any form will not be accepted and will lead to immediate denial of access to CrossFit Eudokia and unilateral and immediate termination of the membership/ agreement, without this leading to reduce or refund the contribution. CrossFit Eudokia will in all cases report the matter to the police.
9. In case of violation of the house rules, CrossFit Eudokia is entitled to deny the member/ client access and to terminate the membership/ agreement unilaterally and immediately, without this leading to a reduction or refund of the contribution.

#### **Article 8 Risk and liability**

1. Participation in the services of CrossFit Eudokia is entirely at your own risk. Therefore, all costs of any accident, accident and/ or injury in the broadest sense of the word will be borne entirely by the member/ client.
2. CrossFit Eudokia is not liable for personal or physical injury or other damage that the member/ client may incur during or as a result of participating in the services of CrossFit Eudokia. CrossFit Eudokia does not accept any liability for damage, injury, loss or theft of property of the member/ client or third parties. The member/ client is aware that participation in the services of CrossFit Eudokia entails risks and will fully and completely indemnify CrossFit Eudokia against any damage resulting from participation as well as all claims from third parties in the broadest sense of the word.
3. The member/ client is liable for damage caused to property of CrossFit Eudokia, if this damage is due to negligence and/ or fault of the member/ client.
4. CrossFit Eudokia reserves the right to exclude members/ clients in its discretion from participating in a training course in order to maintain the safety of the member/ client.

#### **Article 9 Personal data and privacy**

1. CrossFit Eudokia processes personal data of the member/ client for the purpose of correct and complete business operations, including correct and complete client administration. CrossFit Eudokia handles this information confidentially and information will never be provided to third parties without the consent of the member/ client. Personal data is not kept longer than necessary. The member/ client must timely notify CrossFit Eudokia of changes in personal data, postal address, email address, bank account number and telephone number. If this is not communicated on time, costs incurred by CrossFit Eudokia to retrieve the new data will be charged to the client.
2. CCTV surveillance takes place at the location of CrossFit Eudokia to guarantee safety. Photos and video recordings can also be made for publication purposes. The member/ client declares to agree with permission to use these photos and video recordings for said purposes.
3. The General Personal Data Regulation applies to the processing of personal data by CrossFit Eudokia. This is further detailed in the privacy statement published on the CrossFit Eudokia website.