



GENERAL TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

In these general terms and conditions, the following terms are used in the following sense, insofar as the nature or purport of the clauses in question does not indicate otherwise.

1. RYS Personal Training the user of these general terms and conditions, established in Amsterdam, registered in the Trade Register under KVK number 84177977 with VAT number NL863122607B01.
2. Participant: every natural person with whom RYS Personal Training has concluded or intends to conclude an agreement and who participates or intends to participate in training sessions organized by RYS Personal Training.
3. Agreement: every agreement made between RYS Personal Training and the participant by which RYS Personal Training has committed itself towards the participant to provide personal training at the agreed price.
4. Session: each separate personal training session offered to the participant by or on behalf of RYS Personal Training on a specific day and at a specific time within the framework of the agreement.
5. Written: both traditional written communication and digital communication to be stored on a durable data carrier, such as e-mail communication.

ARTICLE 2. GENERAL PROVISIONS

1. These general terms and conditions apply to any offer made by RYS Personal Training and any agreement concluded.
2. The applicability of the participant's general or other terms and conditions is expressly rejected.
3. The provisions of these general terms and conditions can only be deviated from in writing. If and insofar as that which the parties have expressly agreed in writing deviates from the provisions of these general terms and conditions, that which the parties have expressly agreed in writing shall apply.



4. Destruction or nullity of one or more of the present provisions shall not affect the validity of the remaining clauses. In such a case the parties are obliged to enter into mutual consultation in order to reach a substitute arrangement in respect of the affected clause. The purpose and purport of the original provision will be taken into account as far as possible.
5. RYS Personal Training has the authority to amend these general terms and conditions at any time.

ARTICLE 3. OFFER AND FORMATION OF THE CONTRACT

1. The conclusion of the agreement requires an intake interview without obligation and subsequent registration by means of a registration form. Any offer by RYS Personal Training is without obligation; RYS Personal Training is never obliged to accept a registration or request for an intake interview.
2. The participant guarantees that the registration form is completed fully and truthfully. The agreement is concluded at the moment the completed registration form is provided to RYS Personal Training and the participant's registration is expressly accepted by RYS Personal Training.
3. To establish the agreement, the participant completes the anamnesis form offered by RYS Personal Training completely and truthfully. This form is intended to inform RYS Personal Training of the participant's personal circumstances and, in the event that the agreement is concluded, does not release the participant from his obligations as referred to in the following paragraphs of this article.
4. By establishing the agreement, the participant declares that to the best of his knowledge he is healthy and physically able to follow the personal trainer's instructions without harm to his health. In case of doubt, before entering into the agreement with RYS Personal Training, it is the participant's responsibility to consult his doctor.
5. By realization of the agreement, the participant further declares that he is in good physical and mental condition and that he is not aware of any medical or other reason why he would be unable to engage in active or passive training and that such training is not harmful to his health, safety, well-being or physical condition.

ARTICLE 4. CONTENT AND DURATION OF AGREEMENTS.

1. RYS Personal Training is entitled in the event of illness or other force majeure to leave the execution of the agreement wholly or partly to third parties, but is not obliged to do so. The applicability of articles 7:404 and 7:407 paragraph 2 of the Civil Code is excluded. In the event



that RYS Personal Training leaves the execution of the agreement to third parties, it is never liable for damage caused as a result of shortcomings attributable to these third parties.

2. Unless expressly agreed otherwise, the agreement is entered into for the agreed duration. The registration form explicitly states the duration of the agreement as well as the number of sessions to be taken.

3. The agreement ends after the term of the agreement has expired.

4. The agreement can be terminated early by the participant. In that case a final invoice will follow. The used period will then be settled with the hourly rate of the subscription period closest to it. Example: participant has signed for one year, but wants to stop after six months. In that case, the hourly rate for six months will be charged instead of one year.

ARTICLE 5. CANCELLATION OF A SESSION

If the participant fails to participate in a session, this session will be canceled for the participant without him/her being entitled to catch up the session at a later time or to any other (financial) compensation. In deviation from the above, the participant is entitled to catch up a session on a day and time to be agreed upon between the parties on the basis of illness or other force majeure, provided that the participant canceled the session no later than 24 hours before the start of the session, giving the reason for the cancellation. In case RYS Personal Training has good reason to believe that there is no question of illness or force majeure, there is no right to catch up the canceled session or any other compensation.

ARTICLE 6. RELOCATION OF A SESSION BY RYS PERSONAL TRAINING

1. RYS Personal Training makes every effort to allow a scheduled session to go ahead, but may be forced to reschedule on grounds of force majeure. RYS Personal Training aims to notify the participant of this at least 24 hours in advance.

2. If a planned session cannot take place due to force majeure, an alternative date will be agreed in consultation with the participant.

3. Unless for compelling reasons on the part of the participant an alternative date for the session cannot be set, if the participant refuses to cooperate in setting such a date, the right to compensation, both financial and in terms of catching up, lapses.

ARTICLE 7. GENERAL PROVISIONS FOR TRAINING COURSES



1. RYS Personal Training performs each session to the best of its knowledge and ability. At all times, however, RYS Personal Training undertakes an obligation of effort only. RYS Personal Training never guarantees the results the participant intends to achieve by entering into the agreement.
2. The rights accruing to the participant under the agreement are strictly personal and cannot be transferred by the participant to third parties.
3. Sessions are provided at RYS Personal Training's facility, at Ceintuurbaan 5 in Amsterdam, unless expressly agreed otherwise. Use of clean sportswear and footwear is mandatory.
4. The participant undertakes to follow the trainer's instructions during the session.
5. The participant will comply with the provisions of these terms and conditions and any house rules of the training location.
6. The participant accepts to take on all effort obligations assigned to him/her in accordance with the instructions provided by RYS Personal Training.
7. The participant must always inform RYS Personal Training in a timely manner of all facts and circumstances that may be relevant to following the session responsibly.
8. The participant is obliged to report pain, fatigue, or changes that occur during or after the session to RYS Personal Training, as well as changes in physical condition that occur during the duration of the agreement.

ARTICLE 8. SUSPENSION AND TERMINATION

1. RYS Personal Training is authorized, if the circumstances warrant it, to suspend the execution of the agreement or to dissolve all or part of the agreement with immediate effect, if and insofar as the participant does not, does not timely or does not fully comply with the obligations under the agreement, or if after the conclusion of the agreement RYS Personal Training learns of circumstances that give good reason to fear that the participant will not comply with his/her obligations.
2. If the Dutch Natural Persons Debt Rescheduling Act is declared applicable to him, his goods are seized, or in cases in which the participant cannot freely dispose of his assets in any other way, RYS Personal Training is entitled to terminate the agreement with immediate effect, unless the participant has already provided sufficient security for the payment(s).



3. Furthermore, RYS Personal Training is entitled to terminate the agreement if and insofar as circumstances arise which are of such a nature that compliance with the agreement is impossible or cannot reasonably be required of RYS Personal Training.
4. Insofar as this can be attributed to him, all additional costs incurred and damage suffered by RYS Personal Training in connection with the suspension and/or dissolution of the agreement will be borne by the participant.
5. The participant never claims any form of compensation in connection with the right of suspension and termination exercised by RYS Personal Training under this Article.
6. If RYS Personal Training terminates the agreement on the basis of this article, all claims on the participant are immediately due and payable.

ARTICLE 9. TRANSFER

1. RYS Personal Training is not obliged to fulfill any obligation under the agreement if he is hindered to do so by a circumstance that cannot be attributed to him by virtue of the law, a legal act or socially accepted views.
2. By the occurrence of force majeure, the obligations of RYS Personal Training that are hindered by it are suspended, unless fulfillment becomes permanently impossible due to force majeure, in which case the parties can dissolve the agreement with immediate effect.
3. If RYS Personal Training has already partially fulfilled its obligations when the force majeure situation arises, or can only partially fulfill its obligations, the participant remains liable for the price of the part of the agreement that has already been carried out, or part that can be carried out, as if it were an independent agreement.
4. Damage resulting from force majeure, other than full or partial refund or remission of the agreed price as provided for in these general terms and conditions, shall never be eligible for compensation.

ARTICLE 10. PRICES AND PAYMENTS

1. The registration form contains as complete a statement as possible of all price factors. In case it is agreed that the agreement will be executed at a location designated by the participant, the travel expenses to be incurred by RYS Personal Training will be additionally borne by the participant.



2. RYS Personal Training is entitled to change its prices and will notify the participant in writing as soon as possible in the event of a price increase. The price increase will take place after the term of the current agreement has expired.
3. Unless expressly agreed otherwise, payments shall be made monthly by direct debit.
4. Invoices must always be paid in advance. On the first of the month, the agreed amount for that month must be paid. In case of direct debit, RYS Personal Training is entitled to charge reasonable administration costs if a payment cannot be collected automatically or is reversed. RYS Personal Training is in that case entitled to claim payment, including these administration costs, by transfer.
5. In case payment by bank transfer has been agreed upon, this should be done within seven days after the invoice date, in the manner prescribed by RYS Personal Training.
6. If payment is not made on time, the participant will be in default by operation of law. From the day that the participant's default commences, the participant will owe the then current statutory interest on the outstanding amount.
7. All reasonable costs, both judicial, extrajudicial and execution costs, to obtain the amounts owed by the participant will be at his expense.

ARTICLE 11. LIABILITY AND INDEMNIFICATION

1. Except for intent and deliberate recklessness of RYS Personal Training, it bears no liability for any damage suffered in connection with the performance of the agreement. In particular, RYS Personal Training is not liable for damages as referred to in the cases mentioned in the remainder of these general terms and conditions.
2. Participation in sessions is at the participant's own risk. RYS Personal Training is not liable for any injury or other damage incurred during or as a result of a session. The participant indemnifies RYS Personal Training against all claims and claims of third parties in this regard.
(Nutrition) advice and (training) instructions are followed at the participant's own risk at all times.
4. RYS Personal Training carries out sessions to the best of its knowledge and ability. However, RYS Personal Training is only bound by a best-efforts obligation and bears no liability for damage resulting from not or insufficiently achieving the results the participant intended to achieve when entering into the agreement, as well as for any damage caused by following the advice and/or instructions of RYS Personal Training, whether or not incorrect and/or incomplete.



5. RYS Personal Training bears no liability for damage caused because it has relied on incorrect or incomplete data or information provided by the participant, which in the interests of proper performance of the agreement was not provided correctly or fully to RYS Personal Training.

6. All information provided by RYS Personal Training is for informational purposes only. The information is not intended to replace medical advice. It is the participant's responsibility to consult a physician before adjusting diets and/or beginning an exercise program. The participant voluntarily agrees to assume all risks associated with the services provided by RYS Personal Training at his/her own expense.

7. RYS Personal Training is indemnified against all medical claims, lawsuits, loss, damage or theft of participant's property or property brought by the participant, injury or death, incorporating claims of negligence arising out of the services offered by RYS Personal Training. Also, RYS Personal Training cannot be held liable for any mental and/or psychological complaints.

8. RYS Personal Training is never liable for consequential damages. If despite the provisions in these general conditions RYS Personal Training is liable, only direct damage qualifies for compensation. Direct damage means exclusively:

- The reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage that qualifies for compensation within the meaning of these terms and conditions;
- any reasonable costs incurred to have the faulty performance of RYS Personal Training comply with the agreement, insofar as these can be attributed to RYS Personal Training;
- reasonable costs incurred to prevent or limit damage, to the extent that the participant demonstrates that these costs have resulted in limiting the damage that qualifies for compensation within the meaning of these terms and conditions.

9. If, despite the provisions in the rest of these general terms and conditions, RYS Personal Training's liability should exist, this liability is limited to a maximum of three times the invoice value of the agreement, or at least to that part of the agreement to which RYS Personal Training's liability relates, on the understanding that RYS Personal Training's liability will never exceed the amount paid out in the case in question, on the basis of the liability insurance it has taken out, increased by any excess borne by RYS Personal Training that applies under that insurance. Contrary to the previous sentence, if the agreement has a longer duration than six months, only the last six months of the agreement will be taken into account to determine the invoice value.

10. Except in the case of intent or deliberate recklessness on the part of RYS Personal Training, the participant will indemnify RYS Personal Training against all claims by third parties, for whatever reason, regarding compensation for damage, costs or interest related to the execution of the agreement by RYS Personal Training.



11. The participant is liable for all damages attributable to him or her in connection with the use of the training materials provided by RYS Personal Training and other property of RYS Personal Training. The participant guarantees that he is adequately insured against such risks.

12. The statute of limitations for all claims and defenses against RYS Personal Training is one year.

ARTICLE 12. CONFIDENTIALITY

1. The parties are obliged to keep confidential all confidential information obtained from each other or from other sources in the context of the agreement. Information is considered confidential if the other party has communicated this or arises from the nature of the information.

2. If RYS Personal Training is obliged on the basis of a statutory provision or a judicial decision to provide confidential information to third parties designated by the law or the competent court, and RYS Personal Training cannot invoke a legal right to refuse to give evidence or a right recognized or permitted by the competent court, then RYS Personal Training is not obliged to pay compensation.

ARTICLE 13. INTELLECTUAL PROPERTY

RYS Personal Training reserves all intellectual property rights to all information, tips and ideas provided by him, as well as to the working methods used by him, in any form whatsoever. The participant is prohibited from reproducing these intellectual property rights of RYS Personal Training (or having them reproduced), making them available (or having them made available) to third parties or using them (or having them used) in any way other than that provided for in the agreement.

ARTICLE 14. FINAL PROVISIONS

1. Each agreement and all resulting legal relationships shall be governed exclusively by Dutch law.

2. Before resorting to the courts, the parties are obliged to make every effort to settle the dispute in mutual consultation.

3. Insofar as the law does not imperatively deviate from this, only the competent judge within the district of the place of business of RYS Personal Training is designated to take cognizance of judicial disputes.