

GENERAL TERMS AND CONDITIONS

Valid as of 24th of March 2021

I. Interpretation

1. For purposes of these General Terms and Conditions, whenever the context requires a) the singular number shall be understood to include the plural and vice versa; b) the masculine gender shall be understood to include the feminine and vice versa; and c) the words “include” and “including”, and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words without limitation.

2. If the context allows, “Classes” shall be understood to include “events” as well.

II. Definitions

1. Time2Pilates is the unregistered trading name of sole proprietorship of Stephanie Oswald as a natural person. It offers Pilates Classes of different sort, and may also organize related workshops and other events.

2. Time2Pilates refers either to a) Time2Pilates itself as the legal entity under point II.1; or b) its premises located at 4a, rue des Roses, L-3367 Leudelange. Clients are Time2Pilates` Clients who attend, attended or showed interest to attend Time2Pilates` Classes, workshops or other events.

3. Visitors contact Time2Pilates either in person or on its sites and electronic products online, hereafter called “visitors”.

4. Instructors are Pilates or other instructors appointed by Time2Pilates to give Classes, workshops or other events at Time2Pilates, hereafter called “instructors”.

5. The Online booking system on the website www.time2pilates.com or in the Wix App is an

online software specific to and used by Time2Pilates, its instructors and its Clients to manage Clients` data, Class cards and payments as well as their Class schedules, reservations, and participation in any other Time2Pilates events, hereafter called “online booking system”.

6. Client account is the Client`s personal account within the online booking system to manage his personal data, Class bookings, cancellations as well as payments and Class cards.

7. Class schedule is the weekly timetable of collective Classes as it is advertised within the online booking system.

8. Private Classes are Classes given at Time2Pilates for maximum two Clients the same time, at the time agreed between the Client and the Instructor.

9. Collective Classes are Classes in small groups held by Time2Pilates according to the weekly Class schedule.

10. Mat Classes are Classes on the mat including floor exercises, with the possible use of small accessories.

11. Apparatus Classes are Classes where Clients work out on specific Pilates equipment such as the Reformer, Cadillac or Tower.

12. Workshops are specific events organized by Time2Pilates for a group of Clients around a particular subject.

13. Class Cards are pricing options Clients purchase to attend Classes at Time2Pilates. It can be a drop-in ticket for a single session, a 10 entrances card or a monthly membership.

14. Memberships are special Class Cards that are valid for a certain number of Classes held within a certain period of time.

15. Validity period is the period during which Class Cards are valid to be used.

16. Online resources of Time2Pilates are its website and online booking system, irrespective of the electronic device they are viewed on.

17. Website is the official website of Time2Pilates: www.time2pilates.com

18. Newsletter is a monthly electronic letter sent out by Time2Pilates to its Clients about information that may be of interest to them.

19. Time2Pilates` Privacy policy forms an integral part of this General Terms and Conditions and it discloses the ways Time2Pilates collects and processes its customers` and Visitors` personal and other data.

III. Scope of application

1. Time2Pilates` General Terms and Conditions regulate all relations between Time2Pilates, its instructors and its Clients.

2. By registering in Time2Pilates` online booking system, processing payments there within and participating in any of its Classes or workshops the Clients agree to the applicability of these Terms and Conditions.

3. Time2Pilates may change its Terms and Conditions at its own discretion at any time.

4. The most recent version of the Terms and Conditions is always the version available on the website.

5. If any provision of these Terms and Conditions shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

IV. Client intake

1. Anyone who wishes to become Client of Time2Pilates, shall create a personal account on the Time2Pilates website <https://www.time2pilates.com>.

2. Clients agree to be responsible for providing accurate and complete information about themselves during registration and to update such information when necessary.

3. Clients understand that all information they have provided is held in strict confidence and processed according to Time2Pilates` Company Privacy Policy.

V. Class schedule

1. Time2Pilates` all-time Schedule is available within the online booking system, for the coming week minimum.

2. During official Luxembourg school holiday periods and bank holidays Time2Pilates may run a reduced schedule of collective Classes.

4. Time2Pilates reserves the right to change the Class schedule at its own discretion. Where possible, time changes in the Class schedule are announced in advance. If the change effects any Client`s reservation within the cancellation window and the Client does not wish to keep his booking, he can cancel the Class without any penalty.

5. Time2Pilates reserves the right to cancel a scheduled Class at any time. Where possible, cancellations are announced in advance. Last minute cancellations may occur especially in case of sickness, vis major or not enough Clients have reserved the given Class. In case of cancellation by Time2Pilates, Clients who are registered to the cancelled Class will be refunded the Class Card on their Client account.

6. Schedule changes and Class cancellations do not give right to the extension of the validity period of any Class Card.

7. Time2Pilates reserves the right to change the Instructor of any Collective Class, Workshop at any time. The change of instructor does not give right to any Client to

get the Class ticket in question refunded on this basis.

VI. Attendance

1. As places are limited, Time2Pilates` Classes are available by reservation only.

2. Clients are required to make their own reservation on a first come-first served basis, preferably with the online booking system of <https://www.time2pilates.com>. Registration is open for at least 7 days in advance and until 2 hours before any Collective and any Private Class start.

3. In exceptional cases reservations can be requested by e-mail and by phone. In these cases Clients understand that their place will be subject to availability at the time of manual registration and not at the time when their request is sent.

4. In case of unavailability of places, Clients can still register for the waiting list of the Class. In case of cancellation from the Class roster outside the cancellation window the first Client on the waiting list will be added automatically to the Class roster and get notified by e-mail. It is the responsibility of the waitlisted Client to be able to receive and read such automated email. Once the waitlisted Client is automatically placed on the Class roster, the cancellation rules apply. In case of cancellation from the Class roster within the cancellation window, the first Client on the waitlist will be informed by phone and can decide if she wants to get enrolled into the Class. The cancellation rules start applying from the moment the waitlisted Client is placed manually on the Class roster.

5. All Classes start on time as scheduled. It is the responsibility of the Clients to arrive on time and get ready for the start of the Class. All Classes will finish as scheduled despite any late arrival. All online streaming Classes start on time as scheduled. It is the responsibility of the

Clients to connect to the link received by mail on time and get ready for the start of the Class.

6. Clients are requested to wear suitable attire for all Classes. If the Instructor finds that any clothing may pose a threat to the safety of the Client or fellow Clients, she/he may deny the Client`s participation.

7. The use of mobile phones or any other mobile device by the Client in Collective Classes is not allowed.

8. Clients take up any Time2Pilates Class voluntarily. They are fully aware of the risks and hazards involved, acknowledging that Time2Pilates Pilates Classes present a form of physical exercise activity and such as any sport, it may lead to injury, especially if practiced inappropriately. Therefore, Clients agree to follow instructions given by the instructor and to respect safety rules.

9. The Clients, by presenting themselves to a Class, represent and warrant that they are physically fit and have no medical condition that would prevent their full participation in any Class. The Clients understand that it is their responsibility to consult with their medical practitioners prior to and regarding their participation. In case of any health-related issue, they warrant to have been cleared to exercise by their medical practitioners and to have informed Time2Pilates accordingly in any written form.

10. Clients understand that no Class or event is suitable for participation under the influence of alcohol or any other drug or medication, prescribed or not, leading to the impairment of concentration or physical coordination. In case of doubt about the suitability of the Class, the Client is responsible to signal it before the Class starts so that appropriate measures can be taken, if necessary. Time2Pilates reserves the right to refuse access to the Class where the Client`s participation is considered to carry an unacceptable level of risk to his health and/or

would be detrimental to the experience of other Clients present.

VII. Safety rules

1. Any Client arriving late to a Collective Class can participate only at his own risk and Time2Pilates cannot in any circumstance take responsibility for any injury.
2. Clients are recommended to wear close-fitting clothing, nothing too baggy, for the benefit of personal safety, free movement and efficient teaching.
3. No jewellery is allowed for Apparatus Classes as they may get caught in springs and straps. Long hairs have to be tied up.
4. No lotion and cream is allowed on hands and exposed skin as it presents a slip-and-fall potential.
5. No glass bottles and other drinks than water are accepted in the exercise rooms.
6. In case of special circumstances Time2Pilates may impose other safety and security rules and inform the Clients about them in writing.

VIII. Pricing and payment terms

1. Participation in all Classes are to be paid in advance.
2. Clients have various Class Cards and subscriptions available to purchase, which give rights to the holder of the pricing option to participate in Time2Pilates`s Classes.
3. The Class Cards` price, their validity and the type of Classes to which they give access are listed on the Website under the menu point "Pricing & Memberships" as well as within the online booking system. In case of discrepancy, prices and validity periods listed within the online booking system take precedent over those on the website. All prices are per person

and inclusive of the applicable value-added tax.

4. Payments shall preferably be made online by credit card or PayPal.
5. Clients storing their credit card or debit card details within their Client account can request Time2Pilates to process their purchase online.
6. In case of unpaid Class on the Client`s account for more than 2 weeks counted from the date of the unpaid Class, Time2Pilates reserves the right to process the purchase of a drop-in pricing option using the Client`s credit card stored.
7. Class Cards are for the personal use of each Client. No Class Card can be transferred to any other Client, unless accepted in writing by Time2Pilates.
8. Class Cards are not refundable, even if unused, irrespective of any reason.
9. Clients take the responsibility to use their purchased Class Card within its validity period. A validity period starts principally from the first day the Class Card is used. Class Cards in subscriptions may deviate from this general rule and activate on the day of purchase. Clients understand that the validity period of Class Cards cannot in principle be extended.
10. In case of prolonged sickness or invalidity after an injury of min. 1 week, Clients can request in writing, the suspension of their running Class Card. A medical certificate attesting the expected lengths of unavailability of the Client is to be provided within 1 week from the first day of sickness or date of injury so that the request is considered. Time2Pilates can decide on its own discretion whether to extend the validity of the Class Card in question or reimburse the sum equal to the price of the remaining session onto the Client`s Time2Pilates account for further use. Unless otherwise stated on the certificate, the date of the certificate will serve as starting date for the

invalidity and any suspension of the validity of the Class Card.

11. Time2Pilates reserves the right to change its prices and pricing policies at any time. Where possible, changes will be announced in advance. The Class Cards purchased prior to any such change will be valid until their validity end with the same conditions as those in effect at the time of purchase.

IX. Special conditions for Memberships

1. Memberships can be purchased only through the Time2Pilates website and they automatically debit the Client's credit card at the advertised intervals for the advertised amount of time. Clients wishing to purchase a Membership have to save their credit card information within the Time2Pilates account and it is their responsibility to ensure that their credit card is valid minimum until the date of the last scheduled payment within the purchased contract.

2. The validity of each bundle within the subscription starts on the date of purchase.

3. Memberships can be suspended for maximum 3 months in case of prolonged sickness or invalidity after an injury of min. 1 week duration, which has to be attested by a medical certificate including the expected lengths of unavailability.

4. Memberships cannot be terminated or reimbursed, irrespective of the reason for any such request.

X. Cancellation policy

1. Clients agree to observe Time2Pilates' Class cancellation policy.