

## GENERAL TERMS AND CONDITIONS

### 1. Conclusion of Contract

1.1 When concluding a contract online via our website, clicking the "Join Now / Purchase" button constitutes a binding offer to conclude a contract. Acceptance of the offer occurs through confirmation by Mindful Pilates GbR. For online contracts, the statutory 14-day right of withdrawal applies, which will be specifically pointed out at the time of contract conclusion.

1.2 The member is obliged to immediately inform us of any changes to contract-relevant data (e.g., name, address, etc.).

### 2. Scope of Services

2.1 Within the framework of the contractual agreement, the member is entitled to shared use of the facilities and club rooms and to utilize services according to the agreed contract.

2.2 Additional services may be used for an extra fee, if applicable. If we voluntarily provide certain additional services free of charge, this does not create any obligation to provide them permanently, nor does it create any claim for the member to use them. We will clearly mark any free additional services and reserve the right to discontinue them partially or entirely. Members will be informed of any discontinuation within a reasonable period in advance.

### 3. Credit Booking

3.1 After joining, the member's chosen number of credits (depending on the membership model) will be credited to their account. These serve as proof of active membership for booking classes. Credits may only be used personally by the member or contractual user and may not be transferred to third parties. Class bookings are done independently by the member.

3.2 The account can also be used as a payment method for retail items and other services in our club rooms by saving payment details.

3.3 Purchased credits are activated for one month and automatically expire at the end of the month.

3.4 Pausing a membership at Mindful Pilates GbR is free of charge for up to two months per year. Each additional pause incurs a fee of €20. Requests for a pause must be submitted in writing to the studio management. Approval of a pause is at the discretion of the studio and studio management and does not constitute an obligation on the part of Mindful Pilates GbR. Termination of membership during the pause period or after the regular minimum term is permitted. In this case, the notice period is four weeks from the end of the pause period. If the member is still in the minimum term, the contract duration will be extended by the length of the paused period.

### 4. Cancellation Deadlines and Fees

For all courses offered by Mindful Pilates GbR, a cancellation deadline of 12 hours before the course starts applies. Cancellations must be made in writing via email or WhatsApp. If a course is not canceled within the 12-hour deadline or the customer does not attend the course, the following rules apply, depending on the type of membership:

a. Customers who do not cancel a course reservation and do not attend the course accept a credit loss of 1 course credit, which will be deducted from their course balance.

b. For unlimited membership customers who do not cancel a course reservation and do not attend, a fee of €15 applies. Mindful Pilates GbR reserves the right to exclude customers who repeatedly violate these cancellation policies from future course bookings or to charge a fee of €15.

### 5. Late Arrival to Courses

For safety reasons, smooth course flow, and consideration of other participants, entry to our courses is only permitted up to 5 minutes after the start of the course. Late entry is not allowed. In this case, the booking is considered used, and there is no entitlement to a refund.

### 6. Payment

6.1 If the member is in arrears with a total amount equivalent to two months' membership fees, we are entitled to demand payment of all outstanding fees until the end of the contract term. Other claims due to late payment remain unaffected.

6.2 The member may only offset claims (i) that are undisputed or legally established, and (ii) claims for damages or reimbursement due to defects or claims arising from unjust enrichment, if the member has notified us in writing of this intention at least one month before the due date.

### 7. Membership Agreement

The membership agreement may be properly terminated after the minimum term of three full months by observing the agreed notice period of one month to the end of the month. The date of receipt of the termination notice is decisive for compliance with the notice period. The right to terminate for good cause remains unaffected. All terminations must be made in writing. The membership automatically extends by one month if the termination is not submitted on time or the minimum term has expired. The last month of membership cannot be a paused month.

### 8. Liability

8.1 Subject to the following provisions, we are only liable in cases of intent, gross negligence, or culpable violation of essential contractual obligations. Essential contractual obligations are those obligations that make the achievement of the contract's purpose possible and on which the member regularly relies and is entitled to rely. In the event of a breach of essential contractual obligations due to slight negligence, our liability is limited to the typical, foreseeable damage.

8.2 The above limitations of liability do not apply in cases of culpable injury to life, body, or health.

### 9. House Rules

9.1 We are entitled to establish house rules binding for members for the respective club premises. Staff present are authorized to issue instructions as necessary to maintain orderly club operations, order, safety, or compliance with the house rules. These instructions must be followed.

9.2 The usage and participation rights acquired with membership are not transferable to third parties. Transfer of the entire membership to a third party is only possible with prior written consent.

### 10. Amendments to these Terms and Conditions

We are entitled to amend these General Terms and Conditions, including the conditions specified in the membership agreement, except for essential contractual obligations, with future effect if required due to changes in laws, case law, or other significant changes in underlying conditions. In such cases, we will inform the member in writing or by email at least six weeks before the intended effective date. The amendment is deemed accepted if the member does not object in writing before the effective date. We will explicitly inform the member of this legal consequence when communicating the amendment.

### 11. Consumer Dispute Resolution

Within the framework of the contractual relationship between us and the members, we process the personal data of members required for the initiation, execution, and termination of the contract as the data controller in accordance with Article 4(7) of the EU General Data Protection Regulation (GDPR). If a member has given consent for marketing purposes, we process the member's personal data on the basis of this consent also for marketing purposes. We process all personal data of members exclusively in accordance with applicable data protection laws, particularly in compliance with the GDPR. Further information about data processing can be found in the member privacy notice.