



**THIS POLICY GOVERNS THE USE OF THE CITY ALPS WEBSITE (THE "WEBSITE"). THIS WEBSITE IS DESIGNED TO ALLOW USERS TO MAKE CLASS/SUBSCRIPTION PURCHASES, BOOK FOR CLASSES, BUY MERCHANDISE, AND COMMUNICATE WITH CITY ALPS**

**1. RELEASE AND WAIVER**

By i) attending classes, events, workshops, and other activities (the "Classes") and using the City Alps studio premises, facilities and equipment (the "Facilities"), ii) joining the City Alps running club (the "Running Club"), iii) joining the City Alps ride club (the "Ride Club") and/or iv) participating in any other City Alps events, races and/or activities outside of our premises, including swimming (the "Outdoor Activities"), you hereby acknowledge on behalf of yourself, your heirs, personal representatives and/or assigns, that there are certain inherent risks and dangers in the strenuous nature of the Classes, Running Club, Ride Club and Outdoor Activities and using the Facilities (including, but not limited to, heart attacks, muscle strains, muscle pulls, muscle tears, broken bones, shin splints, heat prostration, injuries to knees, back and foot, paralysis and death).

Further, you acknowledge that you have voluntarily chosen to participate in intense physical exercise. You hereby agree to assume full responsibility for any and all injuries or damage, which are sustained or aggravated by you in relation to the Classes, the Running Club, the Ride Club and Outdoor Activities and using the Facilities and release, indemnify, and hold harmless City Alps and each of its officers, directors, members, employees, representatives and agents, and each of their respective successors and assigns and all others, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages, and liabilities to the fullest extent allowed by law arising out of or in any way related to participation in the Classes, the Running Club, the Ride Club and Outdoor Activities or using the Facilities, and you represent that you (a) have no medical or physical condition that would prevent you from participating in Classes, the Running Club, the Ride Club and Outdoor Activities and using the Facilities, and (b) have not been instructed by a physician to not participate in physical exercise.

## 2. TERMS AND CONDITIONS

- i. These are the terms and conditions which apply to your use of this Website and the purchase of Goods and Services from us. If you do not agree to these Conditions, you must not use this Website or purchase Goods and Services from us.
- ii. This Website and the Goods and Services displayed on it are provided by City Alps ("City Alps", or collectively referred to in these Conditions as "we", "us" and "our"). When we refer to "you" and "your" we mean the user of this Website, purchaser of Goods and/or user of our Services.
- iii. You should read these Conditions carefully before using this Website or purchasing any Goods or Services from us.
- iv. We reserve the right to change these Conditions at any time. Any changes to the Conditions will be effective after the change is published on this Website. You should check these Conditions before each order as they may have changed since your last visit.
- v. If you have any questions about the Conditions, the Services or this Website, please contact us using the contact details in the "Contact" section of this Website.
- vi. The following terms have the following meanings, unless the context requires otherwise:
  - i. "Apparel" means City Alps shirts, tops, bib shorts and buffs on sale inside the Studios;
  - ii. "Class" means any City Alps training class provided by us or on our behalf at the Studios as part of the Services (including all RIDE, RIDE & STRENGTH, RIDE & CORE, STRENGTH, RUN CLUB and RIDE CLUB classes (whether outdoors or inside the Studios);
  - iii. "Class Credit" means any class credits purchased via our Website under "Class Packages" on the pricing page of our Website and used to make bookings for Classes;
  - iv. "Conditions" means the terms and conditions as set out in this document and as amended from time to time in accordance with Condition 2.4;
  - v. "Goods" means any goods for sale at any of our Studios, including Apparel;
  - vi. "Services" means any and all services made available to you (through this Website or made available in the Studios or otherwise), including the Classes;

- vii. "Studios" means any of our City Alps studios, as published on our Website from time to time;
- viii. "Subscription" means the membership with the rights and obligations set out in condition 5 below,; and
- ix. "Website" means <http://www.CityAlps.com>.

### 3. USERS OF OUR CLASSES

- i. You must be aged 15 years or over to attend any of our Classes or to use any of our facilities at the Studios.
- ii. You agree to comply with our Class rules which you may see displayed in all of our locations or otherwise communicated to you. The access rules relate to our opening hours, use of our facilities and your conduct.
- iii. Instructors and Classes are subject to change.
- iv. We reserve the right to refuse you access to the Studios and suspend or terminate your use of the Services if we reasonably consider that your conduct is damaging to our reputation, is in breach of these Conditions or would otherwise be in the interests of other users of the Studios or participants in our Classes.

### 4. CREDITS

- i. To book a Class, your account must include at least one Class Credit. One Class Credit entitles you to attend one Class.
- ii. You can purchase Class Credits via our Website. Multiple Class Credits can also be purchased as bundles at discounted rates from time to time.
- iii. Price details for Class Credits are available on our Website and shall be such prices as determined by us from time to time.
- iv. Class Credits purchased as part of the intro special will expire 14 days from purchase. Single Class Credits will expire after 7 days. Class Credits purchased as part of bundles of 5 Class Credits will expire 2 months from purchase. Class Credits purchased as part of bundles of 10 Class Credits will expire 3 months from purchase. Class Credits purchased as part of bundles of 20 Class Credits will expire 6 months from purchase.
- v. Class Credits and Class bookings are not transferable to any other person and you should not allow anyone else to book Classes using your Class Credits.

- vi. Payments for Class Credits are non-refundable unless otherwise stated in these Conditions.
- vii. Offers are subject to our discretion and may be withdrawn at any time and without notice. Vouchers cannot be re-used and are valid once per customer/per address.
- viii. In certain circumstances you will be issued with free "Buddy Class Credits". Buddy Class Credits can be used to book another person a space in a Class you are also booked into. You may cancel a booking using a Buddy Class Credit in accordance with Condition vi. However, if you do so the Buddy Class Credit will always be refunded first. Buddy Class Credits allocated to a Subscription will expire 1 month from issue. Buddy Credits allocated to a bundle of Class Credits will expire when the last Class Credit in that bundle expires. Buddy Class Credits must only be used to book in friends who have not attended a City Alps class previously. If you try to book in an existing City Alps customer as a 'buddy' it will not be allowed.

## 5. MONTHLY SUBSCRIPTIONS

- i. The provisions of this condition 5 apply to Subscriptions only.
- ii. We offer 2 (two) types of Subscriptions, namely an annual unlimited subscription for 129 euros per month ("Annual Unlimited") and a monthly unlimited subscription for 99 euros per month ("Monthly Unlimited"). These prices are inclusive of VAT. We are authorized at any time to adjust our fees in the event of any changes to the amount of the VAT.
- iii. The minimum commitment period for Monthly Unlimited is 3 months.
- iv. The minimum commitment period for Annual Unlimited is 12 months.
- v. Both the Annual Unlimited and the Monthly Unlimited Subscriptions will be extended automatically after their initial commitment periods.
- vi. You are obligated to cover any outstanding payments before the termination date. Not complying with this will result in an official warning sent to you in writing, followed by engaging in the services of an external collection agency in order to obtain any outstanding payments. We are authorized to decline access to our facilities and/or suspend the membership if you are not complying with this condition until all outstanding payments are covered.

- vii. Each Subscription is strictly personal and can only be transferred with our permission. Such request has to be done in writing to the official email address of City Alps: info@cityalps.com.
- viii. The membership fee must be paid by you using Mollie Direct Debit. We reserve the right to collect overdue payments through Mollie Direct Debit.
- ix. If a Mollie Direct Debit is rejected, we will send a reminder in writing requesting you to cover the outstanding payment. Should the payment remain incomplete, 1 official warning will be issued in writing to you, followed by opening a case within an external collection agency to obtain the outstanding payment.
- x. If we are compelled to engage the services of a collection agency in order to collect payment from you, you will also be required to pay administrative charges and any extrajudicial collection costs in the amount in accordance with the scale of collection costs. You will not be authorized to use the Services and Studios until such time as your overdue debt has been settled in accordance with the arrangements made with the collection agency.
- xi. We may occasionally offers discounts on regular membership fees during special promotions that are indicated on this Website. These discount types are always applicable for the period specified during the actual promotion and confirmed by us in wiring in the event of any uncertainty or ambiguity in the promotion copy.
- xii. If you sign up to a Subscription, you will be entitled to participate in an unlimited number of classes at the Studios until your Subscription terminates.
- xiii. Subscription fees may be increased from time to time at City Alps' discretion. You will be given at least 7 working days' notice of any increase in Subscription fees. If you do not wish to accept a proposed change to our Subscription fees, you may cancel their Subscription by cancelling their Subscription on one month's written notice to us.
- xiv. If you have a Subscription and book a class, but do not show up without cancelling, you will be fined EUR 8 per class not attended. You will not be fined if you cancel via this e-mail or by telephoning the studio at least two hours before the start of the class. A Mollie Direct Debit from the your bank account will be issued. If you fail to complete the payment in timely manner, the condition in ix above will apply.

## 6. SUSPENSION

- i. In the event of long-term illness, incapacitation, pregnancy, injury or long-term holiday (1 month or longer), a temporary suspension of membership may be granted with a written permission of City Alps, up to a maximum of 2 (two) periods of 1 month. Suspension is only possible under a written submission, acceptance and confirmation to the member with a Subscription in writing by City Alps.
- ii. The membership can never be suspended retroactively.
- iii. The payment obligation in respect of a suspended Subscription will be deferred to the actual term of the suspension. The termination date of the Subscription will be extended by the term of the actual suspension.

## 7. BOOKING A CLASS

- i. You can check availability and book Classes in advance online via our Website. When you book a Class, one Class Credit will be deducted from your account.
- ii. Classes are subject to availability and demand – we do not guarantee that spaces will be available in any given Class, even if you have sufficient Class Credits in your account, or that all Classes will be provided. We will make every effort to ensure that there are a suitable number of Classes available at different times of the day in line with demand.
- iii. For Class Credit Holders, you may cancel a booking up to 6 hours before the Class and receive a refund of your Class Credit. If you cancel less than 6 hours in advance, credit refunds are made only in exceptional circumstances and on an ad-hoc basis. This is to encourage our members to stick to their bookings.
- iv. If the Class you wish to attend is fully booked, you may choose an alternative Class with remaining spaces. Alternatively, you may join a waitlist for the fully booked class.
- v. Waitlist entries will automatically be allocated when a space becomes available, up until 2 hours before the class start time - please ensure that you remove yourself from the waitlist if you don't think you'll be able to make it to a class on time. You can cancel your waitlist at any time up until they are allocated for a full refund.
- vi. If we cancel a class, your Class Credit will be refunded.

## 8. PHOTOGRAPHY AND SOCIAL MEDIA

- i. We may gather photography and video footage from you from time to time for marketing and social media purposes (including, without limitation, Facebook and Instagram).

- ii. We will always try to make you aware that this is happening. If for any reason you do not wish to be in a shot or video, you should let the photographer or instructor know and we will ensure that you do not feature.

## 9. PERSONAL BELONGINGS AND SAFETY

Any personal belongings brought into our facilities are at your own risk and we do not accept liability for loss or damage to those items whatsoever.

## 10. GOODS

- i. If you change your mind about any Apparel purchased from us, you may return it to any of our Studios within 7 days with your receipt and we will give you a full refund provided that the Apparel is unused and undamaged.
- ii. We do not offer refunds on purchases of any other kind of Goods or Services sold.

## 11. USE OF OUR WEBSITE

- i. You may use our site only for lawful purposes. You may not use our site:
  - i. In any way that breaches any applicable local, national or international law or regulation.
  - ii. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
  - iii. For the purpose of harming or attempting to harm minors in any way.
  - iv. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
  - v. To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- ii. You also agree not to access, without authority, interfere with, damage or disrupt:
  - i. any part of our Website;
  - ii. any equipment or network on which our Website is stored;
  - iii. any software used in the provision of our Website; or
  - iv. any equipment or network or software owned or used by any third party.

- iii. We do not guarantee that our Website, or any content on it, will be free from errors or omissions. If you are aware of any error on this Website please contact us and we will endeavour to correct it.
- iv. If you decide to access any third party Websites linked to this Website, you do this entirely at your own risk. We provide these links purely for your convenience and the inclusion of such links does not imply that we endorse or accept any responsibility for, or have any control over, the content or use of such Websites. You may be subject to the terms of use applicable to such third party sites.

## 12. YOUR USERNAME AND PASSWORD

- i. Certain areas of our Website are restricted and may only be accessed if you are registered with us and have been issued with or have chosen a username and password.
- ii. You must not allow any other person to use your username, password or other login details and must treat such information as confidential and must not disclose it to any third party. If you believe or suspect that someone else knows your login details you must contact us as soon as possible.
- iii. We reserve the right to disable any user identification code or password used to access to this Website at any time if in our reasonable opinion you have failed to comply with these Conditions.
- iv. You shall not obtain or attempt to obtain unauthorised access to an area of this Website which is only accessible with a username and password other than that which has been identified as being available to you through the logins and passwords notified to you and you will not attempt to evade our authentication or security procedures nor assist, encourage or permit any other person to do any of the above things.
- v. You should be aware that some of the documents, files and other information may contain personal data subject to applicable data protection legislation. You must not use that data contrary to such legislation.
- vi. We shall not be liable for any losses you suffer as a result of unauthorised access to your account until such time as you have informed us of unauthorised use or possible unauthorised use of your login details or of a breach of security.
- vii. If you are accessing an area of our Website protected by a username and password to use the Services available through it otherwise than in the course of your business, you have



certain statutory rights as a consumer regarding the performance of Services. These statutory rights will not be affected by any statement contained in these Conditions.

### **13. INTELLECTUAL PROPERTY**

- i. We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- ii. You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.
- iii. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- iv. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- v. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- vi. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- vii. The trade marks, logos and trade names displayed on this Website ("Marks") are the property of City Alps or other third parties. You are not permitted to download, copy, modify or use the Marks without our prior written consent or the consent of such third party who may own the Marks.
- viii. We and our suppliers own the intellectual property rights in the software that runs this Website. Save to the extent expressly permitted by applicable laws, you must not copy, modify, download, distribute, decipher, de-compile, interfere with or attempt to interfere with that software without our prior written consent.

### **14. PRIVACY POLICY**

Our privacy policy, which is available online, sets out the terms on which we process and use any personal data we collect from you or that you provide to us. By using this Website you consent to such processing and terms and you warrant that all data provided by you is accurate.

## 15. LIMITATION OF LIABILITY

- i. We will not be liable for any injury or accident occurred on its premises, or any lost items of any nature whatsoever and which have gone missing for any reason whatsoever, except in the case of wilful misconduct or deliberate recklessness on the part of City Alps and its staff.
- ii. You are individually responsible for personal accidents and their personal possessions. Neither City Alps nor its employees can be held liable for the loss, damage or theft of goods at the facility's site.
- iii. In no event will City Alps be liable for any direct, indirect, special, or other consequential damages resulting from visitor or member use of this Website, or on any other linked/third-party website, including without limitation, any lost profits, business interruption, loss of programs, or other data on user information handling systems or otherwise, including any claims waived by the visitor or member previously in this agreement even if City Alps expressly advised of the possibility of such damage.
- iv. All information is provided by us on an "as is" basis only. We do not provide representations and warranties, express or implied, including the implied warranties of fitness for a particular purpose, merchantability, and non-infringement.

## 16. ENTIRE AGREEMENT

These Conditions, together with our Privacy Policy, constitute the entire agreement between you and us in relation to your use of our Website and our provision of Goods and Services to you.

## 17. VARIATION

We reserve the right to vary or amend these Conditions from time to time. Any changes shall take effect upon posting to this Website and our provision of Goods and Services to you.

## 18. SEVERANCE

If any of these Conditions are or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- i. the legality, validity or enforceability in that jurisdiction of any other term or condition, which shall continue to have full force and effect; or
- ii. the legality, validity or enforceability in other jurisdictions of that or any other term or condition, which shall continue to have full force and effect.

## 19. WAIVER

No waiver of any of these Conditions shall be valid unless provided in writing by us.

## 20. GOVERNING LAW AND JURISDICTION

- i. These Conditions and any non-contractual obligation arising out of or in connection with the agreement are governed exclusively by Dutch law.
- ii. The Amsterdam District Court, the Netherlands, has exclusive jurisdiction to settle all disputes arising out of or in connection with these, including disputes concerning its existence and its validity and any non-contractual obligations.