

Terms and conditions

Article 1 - Definitions

Participant: Anyone who enters into an agreement with Healthy Habits.

Healthy Habits: The private company, located in Eindhoven at Willemstraat 22, 5611 HD Eindhoven, KvK 68203152.

Participant Agreement: The agreement between Healthy Habits and a participant.

Personal Data: All data provided by participant to Healthy Habits as described in the participant agreement.

Article 2 - Applicability

- 2.1 These participant terms and conditions apply to all legal relationships between Healthy Habits and each participant.
- 2.2 All clauses in these Terms and Conditions are also drawn up for the benefit of all directors of Healthy Habits and everyone working for Healthy Habits and/or appointed by Healthy Habits.
- 2.3 Deviations from these participant terms and conditions shall be valid only if expressly agreed in writing.

Article 3 - Participation agreement

- 3.1 The Participant Agreement between the Participant and Healthy Habits comes into effect at the moment that (a) the Participant has completed and signed for approval all requested information as shown in the Participant Agreement or (b) the Participant has used the training facilities of Healthy Habits. The Participant Agreement is entered into for an indefinite period of time and can be terminated prematurely in accordance with article 5 of these Terms and Conditions.
- 3.2 The Participation Agreement completed by the Participant and these Terms and Conditions of Participation together constitute the complete representation of the rights and obligations of Healthy Habits and Participant and replace all previous written and oral announcements, agreements and all other correspondence.
- 3.3 Participant shall ensure that all information - which Healthy Habits indicates is desirable or which Participant should reasonably understand is necessary for the implementation of the Participation Agreement - is provided to Healthy Habits in a timely manner.

- 3.4 The Participant Agreement is personal and Participant is not entitled to transfer the rights and obligations arising from the Participant Agreement concluded under these Participant Terms and Conditions to third parties in whole or in part.
- 3.5 If a participant has entered into a Participation Agreement with Healthy Habits, the participant is entitled to revoke for 28 days after signing the Participation Agreement concluded with Healthy Habits.
- 3.6 If the participant revokes the participant agreement in accordance with Article 3.5, the participant will receive a refund of all payments made by the participant to Healthy Habits, unless the participant has already used Healthy Habits' facilities and/or you have entered Healthy Habits' premises.
- 3.7 If the participant decides to purchase a new/additional package from Healthy Habits, the terms and conditions of the agreement and these participant terms and conditions shall continue to apply in full unless expressly agreed otherwise in writing.

Article 4 - Prices and payment

- 4.1 The subscription fee for the 4 weekly use of Healthy Habits' facilities must be paid to Healthy Habits prior to their use.
- 4.2 By signing the participant agreement, the participant authorizes Healthy Habits to debit the subscription fees due to Healthy Habits by direct debit.
- 4.3 Payments already made by the participant will not be refunded, unless there is a valid revocation by the participant in the sense of article 3.5.
- 4.4 Healthy Habits reserves the right to index and change its prices and rates.
- 4.5 Subscription fees payable by the Participant for the use of the Healthy Habits facilities, which cannot be fully used due to circumstances beyond the control of Healthy Habits, will not be refunded.

Terms and conditions

Article 5 - Termination of the Participation Agreement

- 5.1 Participant may terminate the Participation Agreement by giving one month's written notice. Healthy Habits will send a confirmation to the participant within seven days after receipt of the participant's written cancellation. Should the participant not have received this confirmation in time, the participant should immediately contact Healthy Habits, failing which Healthy Habits will assume that the written cancellation has not taken place or has not taken place in time.
- 5.2 In case of long-term illness, injury and/or pregnancy of the participant, the participant agreement can be temporarily terminated after consultation and submission of a written doctor's statement.
- 5.3 Healthy Habits has the right to terminate the participant agreement with immediate effect, if: The participant, in the opinion of Healthy Habits, is guilty of inadmissible behavior or if the participant systematically violates the rules of Healthy Habits.

Article 6 - Risk and liability

- 6.1 Participation in trainings and use of our equipment/facilities of Healthy Habits is entirely at your own risk.
- 6.2 Participant is obliged both before, during and after any training program supervised by a trainer to report his or her physical condition such as injuries, illnesses and / or other physical conditions and / or to provide information that participant should reasonably understand is necessary for the exercise. Participant is responsible for reporting this information.
- 6.3 Both Healthy Habits and its employees are not liable for any material and/or immaterial damage resulting from an accident or injury of the participant and/or third parties.
- 6.4 Healthy Habits and its staff accept no liability for damage, loss or theft of property of participant and/or third parties.
- 6.5 Participant is liable for damage caused to property of Healthy Habits, if this damage is the result of negligence and/or fault of the participant.
- 6.6 The exclusions and limitations of liability as mentioned in this article are also stipulated for and on behalf of subordinates of Healthy Habits and anyone else whose assistance Healthy Habits uses in the execution of the Participant Agreement.

Article 7 - Personal data and privacy policy

- 7.1 Participant is aware that he/she provides certain personal data to Healthy Habits, such as name, age, address and e-mail address, among others.
- 7.2 If the participant agrees to these terms and conditions, the participant gives permission to Healthy Habits to process his/her personal data in connection with the use for commercial purposes of Healthy Habits. Any processing of personal data by Healthy Habits will be done in accordance with the Personal Data Protection Act (WBP). Healthy Habits will destroy all data of the participant upon written request of participant.
- 7.3 Participant, by agreeing to these participant terms and conditions, unambiguously grants Healthy Habits permission to send participant offers from Healthy Habits by email and otherwise.

Article 8 - Applicable law and competent court

- 8.1 These participant terms and conditions are effective as of December 1, 2022.
- 8.2 In the event that any provision in these participant terms and conditions should be null and void or destroyed, this shall not affect the validity of the remaining provisions. Healthy Habits and the participant will then agree on new provisions to replace the void or nullified provisions, taking into account as much as possible the purpose and intent of the original provision.
- 8.3 All legal relationships with Healthy Habits are governed by Dutch law. All disputes between the Participant and Healthy Habits arising out of or in connection with the agreement shall be settled to the exclusion of all others by the competent court in Oost-Brabant.