

Booster Pilates Terms & Conditions, and Waiver Policy

This Site is owned and operated by Booster Pilates. Booster Pilates is the trading name of Booster Pilates AG, Registered in Switzerland.

These terms and conditions include general terms and conditions for use of this Site, terms and conditions relating to the services provided by Booster Pilates on the site and in our Studio. Please read these terms and conditions carefully. Your use of the Site, the purchase of any Products or Services on this Site or in our Studio will be subject to these terms and conditions. And you now hereby agree to our terms and conditions. If you do not accept the Terms, do not use the Site.

Definitions

In these terms and conditions, the following definitions apply: "Services" means any information and services ordered and/or provided by Booster Pilates through or via the Site or our Studio ("Studio") and all services offered as part of any course. Any electronic information supplied to you by Booster Pilates will constitute part of "Service". "Products" means any products offered for sale on the Site or in the Booster Pilates Studio. "Site" means the web site at the URL www.boosterpilates.ch or replacement site(s) from time to time. "Member" means any person that has completed and submitted the online registration form (the "Registration Form") at the website. "Terms and Conditions" means these terms and conditions. The Terms and Conditions are incorporated into the Registration Form.

TERMS AND CONDITIONS

1. BOOKINGS AND CANCELLATIONS

Subject to these Terms and Conditions, when a person has booked a class, he becomes a Member of Booster Pilates. Acceptance of a person as a Member is in the absolute discretion of Booster Pilates.

Members must be 18 or over or have their parents' written consent before becoming a Member of the Studio.

Classes are always subject to availability but at Booster Pilates we will always do our best to accommodate you in your chosen class. **Bookings are made through our website www.boosterpilates.ch**

All classes must be prepaid and all clients agree to our 12hr notice policy when cancelling and/or rescheduling. So if you're booked into a class, but miss it or cancel with less than 12 hours' notice, you will be charged for it. If you cancel within the 12 hours' notice, the class will be re-credited to your account.

Apart for the "4 days in 14 days" package and specific promotional offers, class packages and personal training sessions are valid for 12 months from the date of purchase. No extensions to expiry date are available, except in case of injury, with a valid medical certificate.

Sessions are booked on a first-come first-served basis. A Member may use the waiting list facility at www.boosterpilates.ch in the event that his first choice session is unavailable. His/her account will appear as having being debited of that session. If a spot opens up, the Member will be added to the class and receive a confirmation email. We assume that by being on the waitlist, the Member wants to take the class. If he/she changes their mind, they must remove themselves from the waiting list 12 hours before the start of the class, by going in "My Account". If the session does not become available, the session will be credited back to the Members' account for future use.

Booster Pilates reserves the right to expel from the Studio, suspend for a specific period or refuse to accept the booking of any Member whose conduct is or may, in Booster Pilates' reasonable opinion, be injurious to the character of the Studio or other Members or which

amounts to a breach of the Terms and Conditions. Any Member so expelled will forthwith cease to be a Member of the Studio and will not be entitled to any refund for any period during which his membership is suspended.

2. PAYMENT TERMS

2.1 Details of session prices and gift certificate prices are available at www.boosterpilates.ch and will be such prices, as determined by Booster Pilates from time to time, subject to change by Booster Pilates.

2.2 The first trial session is free and must be booked through the Site at www.boosterpilates.ch. If a Member does not attend that trial session or cancels beyond the 12h policy, that Member loses the right to a free session and his next bookings will be charged at standard applicable prices and under the Terms and Conditions shown on this Site.

2.3 Payments for all Booster Pilates (sessions, products from the online store) by any means and in any amount are non-refundable.

2.4 Payments for gift certificates are processed only once the gift recipient redeems the gift. If the gift is not redeemed, the amount is not debited from the credit card or account of the person making the gift.

2.5 Booster Pilates does not accept any overseas payments.

3. FITNESS AND HEALTH

By agreeing to these Terms and Conditions Members hereby represent and warrant that they are sufficiently physically fit to participate in the training offered by Booster Pilates, and that they have no medical condition that would prevent their participation.

Members are advised not to undertake strenuous physical activity without first seeking medical advice if they have concerns over their physical condition and wellbeing. Our trainers are not medically qualified so if you have any doubts about your physical condition, wellbeing and capability to exercise, we strongly recommend that you get advice from a doctor first.

It is the Member's sole responsibility to notify the Studio before attending any session of any circumstances affecting their health.

The Studio reserves the right to refuse access to any Member if, in its absolute discretion, it considers that the health of the individual concerned may be endangered by the use of Studio facilities.

Members are required to follow the instructions of the instructor at all times.

At the time being, Booster Pilates does not provide Services and offer classes for women who are pregnant, however that may change in the future. For women who wish to train and get back in shape after a pregnancy, all we ask is for a medical certificate stating that they can exercise.

4. DRESS / SAFETY AND HYGIENE

Members should attend sessions in cloth they feel comfortable to workout in, preferably a gym gear. Although the machines are cleaned after each class, Booster Pilates highly recommends to use toe socks (i.e. non slippery socks) which can be ordered online at www.boosterpilates.ch and picked up in the Studio just before the Member's session. If there is available stock, and as long as the toe socks have not been worn, the Member can

exchange the toe socks in the Studio for another size or colour. The toe socks will not be reimbursed unless they were damaged before the Member even used them.

Footwear should be removed before entry to the Studio and can be placed in a cupboard in the Studio. However Booster Pilates will not be held liable if the shoes are stolen or damaged.

In the interests of safety and hygiene, no crockery, glass or food are permitted in the Studio.

Fire exits, which are clearly marked, are present in the Studio. In the interests of safety and Members must not interfere with these exits for any reason. In the event of a fire, Members are asked to make their way to the nearest available exit.

5. BOOSTER PILATES LOYALTY PROGRAM

Booster Pilates is offering a rewards program to all members who want to take part in it. The program is free of charge. Customers can register to the program while registering with Booster Pilates.

Members can earn loyalty points each time they purchase a Service, book a session or refer a new client (the referral of a client gives right to points when the new client has completed the purchase of at least one session, excluding the first free trial session). The value of the point and number of points assigned to these different actions are presented in the "PRICES AND OFFERS" section on www.boosterpilates.ch.

The points can be redeemed when a minimum of 1000 points have been earned. Once this is the case, they are converted in a monetary value that can be used to complete the purchase of a service with Booster Pilates exclusively. The points expire after 12 months.

If not used, points and their monetary equivalence are not refunded.

Booster Pilates reserves the right to i) amend the rules of the rewards program from time to time or ii) terminate it and will give Members reasonable prior notice.

6. IMPORTANT LIABILITY STATEMENT

Booster Pilates cannot be held responsible for any particular session, instructor and/or item of equipment not being available for whatever reason. Booster Pilates reserves the right to make alterations to the sessions, instructors and/or equipment, as well as to those ancillary facilities (e.g. toilets), provided to Members, without notice and in its absolute discretion and Booster Pilates will not be liable for any loss occasioned by such alterations except insofar as such loss is by law incapable of exclusion.

It is the Member's responsibility to ensure that he/she is fit and well and capable of undergoing a routine of exercises in the classes, which he attends. Members accept the risk of injury from performing exercises and using specialist equipment and are advised to consult their doctor prior to beginning any session. Advice provided by our instructors and or through this Site at no time constitutes medical advice in substitute for advice provided by a medical professional.

It is also vital that you supply us with correct information about yourself. We cannot be liable for any incorrect information supplied by you to us. We try to make sure that all information contained on this web site (and provided by us to you as part of any Services or Products) is correct, but, subject to the paragraph below, we do not accept any liability for any error or omission and exclude all liability for any action you (your legal representatives, heirs) may take or loss or injury you may suffer (direct or indirect including loss of pay, profit, opportunity or time, pain and suffering, any indirect, consequential or special loss, however arising) as a result of relying on any information on this web site or provided through any Service supplied by us to you. You, your legal representatives and your heirs release waive, discharge and covenant, not to sue Booster Pilates and its instructors for any risks, injury, damages, known

or unknown, which they may incur as a result of participating in any of the classes or death caused by their negligence or other acts.

Booster Pilates does not take any responsibility for the loss of or damages brought to keys, wallets or other personal belongings whilst you're in the Studio or in the Silhouette Forum Fitness club. Lockers should not be used for storing valuables and if you do so, you leave them at your own risk.

You agree that your use of this Site and the Service is on an "as is" and "as available" basis. On that basis, except as expressly set out in these terms, Booster Pilates does not enter into conditions, warranties or other terms in relation to the Site or the Products or the Services (including any implied term relating to quality, fitness for a particular purpose) or any guaranteed or predicted result. The Site may include links to external sites and co-branded pages. Booster Pilates is not responsible for the content of these site and pages or for anything provided by them.

7. WARRANTIES

Booster Pilates warrants that the Products and Services will be supplied with reasonable skill and care.

8. SITE USAGE AND INTELLECTUAL PROPERTY RIGHTS

You may use the Site for personal and lawful use and in accordance with these terms and you are not allowed to copy or use any material from the Site for any commercial purpose.

The intellectual property rights in all contents of the Site and supplied as part of the Products or Services, and in the Booster Pilates brands trade marks and logos ("Materials") are owned by Booster Pilates. You are not allowed to make any copies of any part of any Materials, or remove or change anything on the Site, include or create links to or from the Site without our written authority, or remove or change any copyright, trade mark or other intellectual property right notices contained in any Materials or copies thereof. "Booster Pilates" is a registered trademark owned by Booster Pilates. You must not use the Booster Pilates brand, logos or marks without written license. You must not use the Site or the Booster Pilates social media platforms such as Facebook, Google +, YouTube, Pinterest and Twitter pages to post, upload or otherwise transmit material which is threatening, offensive, defamatory, infringing of any intellectual property or otherwise unlawful, to hack into this Site or any other related computer system, to deliver viruses or similar materials that may reasonably be expected to inhibit other users from using and enjoying the Site or any other web site or damage or destroy the reputation of Booster Pilates.

Booster Pilates reserves the right to disclose any information as required by law and/or to remove, refuse to post or to edit any information or materials, to block your access and to take such other action as may be reasonably necessary to prevent any breach of these Terms and Conditions or any breach of applicable law or regulation.

9. YOUR PERSONAL INFORMATION

Booster Pilates collects personal data, when Members voluntarily submit it for the purposes of registering to classes offered by Booster Pilates, to make related payments, to receive information from Booster Pilates.

This information is only used to fulfill your specific request, unless you give us permission to use it in another manner; for example, to add you to one of our mailing lists or for loyalty programs. Booster Pilates will make every effort to safeguard your personal information in a private, safe and secure manner.

Booster Pilates has engaged Mindbody Online ("MBO") to maintain its schedules, client data, and program registrations. When you link to register for a program you will be redirected to Booster Pilates' location on MBO's secure website which certifies that it complies with the

U.S. – E.U. Safe Harbor framework and the U.S. - Swiss Safe Harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal data from European Union member countries and Switzerland. We also work with a third party to facilitate secure online payments and are compliant with the Payment Card Industry Payment Application Data Security Standard ("PCI PA DSS").

10. GENERAL

Booster Pilates may change these Terms and Conditions from time to time and Members should check them regularly. By browsing the Site you are accepting that you are bound by the current terms and conditions. These Terms and Conditions form the entire understanding of the parties and supersede all previous agreements, understandings and representations relating to the subject matter. These Terms and Conditions shall be governed and interpreted in accordance with Swiss law, and you consent to the jurisdiction of the Swiss courts.

Enquiries or Complaints

If you have any enquiries or complaints email: hello@boosterpilates.ch

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