



# smarta

BIOMECHANICS

POSTURE MOVEMENT PERFORMANCE

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## General Terms and Conditions

### Article 1: Definitions

- The Organization: SMarta Personal Training or SMarta Biomechanics (hereinafter referred to as SMarta)  
- Agreement: The agreement is based on these general terms and conditions of SMarta, in which the client enters into a written agreement for the training sessions with Marta Sfreddo.

### Article 2: Applicability

These terms and conditions apply if the client has registered with SMarta to participate in Personal Training and/or group training. These terms apply to every activity. Any use of the services of SMarta is at the client's own risk. Every participant must ensure that participation in any activity or the use of any facility is medically responsible for the individual concerned. Additionally, every participant must be insured against accidents. If SMarta advises obtaining a referral letter from the doctor before starting training, the client is required to do so.

### Article 3: Intake Procedure

To ensure responsible participation in sports, you must have had an intake interview before participating in any activities. Any changes to your personal information must be communicated to SMarta immediately.

### Article 4: Time and Place

Upon confirmation of registration, SMarta will inform the participant when and where they are expected. This is, of course, discussed in advance with the client. If, due to any circumstances, a session cannot take place, SMarta is authorized to reschedule a new time in consultation with the client. This must be communicated 24 hours before the training begins; this applies to both SMarta and the client. If you are unavailable for a week, the relevant training session will be postponed by a week. Please note that the contract duration may be extended due to missed training sessions. If the contract duration cannot be extended for any reason, a suitable time will be found to make up for the missed sessions.

### Article 5: Execution of the Assignment

SMarta is obligated to supervise the participant during the activity as best as possible, given the goal and nature of the activity. The content and number of participants are determined by the Personal Trainer. SMarta performs the tasks within the scope of the assignment to the best of its knowledge, expertise, and ability. However, this concerns an obligation of effort: this means that SMarta does not guarantee the success and outcome of that service nor the extent to which this service contributes to the participant's set goal.

### Article 6: Liability

For every assignment accepted by SMarta, there is an obligation of effort. SMarta can never be held liable for unachieved results. SMarta is only liable for shortcomings in the execution of the assignment that are due to negligence or incompetence in providing advice and carrying out assignments. SMarta is not liable if:

- Any items belonging to the participant and/or third parties are lost in any way while in the care of SMarta.
- The participant suffers any other damage and this damage is due to not following oral or written instructions given by the Personal Trainer or to the participant's physical or mental condition. The participant hereby declares that they will receive the training at their own risk. The costs of any accident or injury will be entirely borne by the participant. The participant hereby waives any rights to file a claim against SMarta for costs, damages, and interest resulting from any accident or injury as a result of services provided by SMarta. SMarta is liable if SMarta itself suffers damage due to the client not following oral or written instructions given by the Personal Trainer. The client must indemnify SMarta for damage caused by them to other participants.

### Article 7: Termination

SMarta is entitled to terminate the agreement in whole or in part immediately without any obligation to pay damages if the client does not or only partially fulfills their obligations under the agreement. Interim termination of the agreement by the client is only possible on medical grounds with proof of a medical certificate from a recognized doctor or in the case of relocation beyond a radius of 20 kilometers from SMarta location. A copy of the registration in the new municipality must be provided to SMarta by email.

### Article 8: Payment Terms

When entering into an agreement with SMarta, SMarta will communicate when and how the amount is to be paid. If the participant does not pay on time, SMarta is entitled to deny the participant access to the activity until the payment is received. Furthermore, all payments due for the remaining duration of the agreement become due and payable and must be paid to SMarta within 14 days after they become due. If SMarta needs

to initiate collection of its claim against you, you will also owe all extrajudicial collection costs and statutory interest. If an invoice or direct debit is amended or reversed, SMarta may charge an administration fee to settle the amount. The services of SMarta are subject to a 21% VAT rate and a 9% VAT rate. The mentioned prices include VAT. If costs increase due to unforeseen circumstances, SMarta is entitled to increase prices. In that case, the client has the right to terminate the agreement. Unused but already paid sessions will continue as usual.

### Article 9: Illness Notification

If the client is unable to participate in an activity due to illness, it is expected that the client will inform SMarta as soon as possible. All appointments must be canceled 24 hours in advance; otherwise, the cost of services will be charged. In case of interruption due to illness, there is a deductible of three weeks, and the agreement can then be suspended for up to a year, but only on the basis of a medical certificate from a recognized doctor.

### Article 10: Force Majeure, Holidays, and Public Holidays

Force majeure with regard to the agreement means everything that is understood by it in law and jurisprudence. SMarta is not bound to its obligations under the agreement if fulfillment has become impossible due to force majeure. The agreement will then be dissolved. In case of illness of the Personal Trainer, an alternative will be offered to the participant, or the agreement will be extended by the number of weeks that the trainer is ill. The personal trainer's vacations will be announced well in advance. The agreement will then be extended by the number of weeks that the personal trainer is on vacation. On public holidays, the activities do not take place. If the participant had an appointment on that day, an alternative time will be offered, or it will be postponed by a day or a week.

### Article 11: Health

The participant declares that they are, to the best of their knowledge, healthy and physically capable of following the instructions of the personal trainer without harm to their health. In case of doubt, the client is obligated to consult their doctor before entering into the agreement with SMarta. During the duration of the agreement, the client is also obligated to report any pain, discomfort, abnormal fatigue, and/or changes in physical condition before, during, and after the training to SMarta.

### Article 12: Confidentiality

SMarta is obligated to maintain strict confidentiality regarding any information received from or about the client. The client's personal data is strictly confidential and is used solely for the administrative purposes of SMarta. This information will never be made available to third parties for commercial purposes.

SMarta processes personal data in accordance with the General Data Protection Regulation (GDPR). Personal data of the client is collected, used, and stored only to the extent necessary for the execution of the agreement and to comply with legal obligations. The client has the right to access, correct, and delete their personal data as provided under the GDPR. For requests regarding personal data, the client can contact SMarta via the provided contact address.

During the training sessions, photos and video recordings may be taken. These recordings are used solely to assess the client's progress, particularly concerning compensation stability and the precision of exercise execution. The footage will not be used for commercial purposes and will remain strictly confidential, in accordance with GDPR guidelines. For any other use of these recordings, prior consent from the client will be obtained. .

### Article 13: Intellectual Property

Without prejudice to the provisions in these General Terms and Conditions, the participant reserves the rights and powers granted to the client under the Copyright Act. Models, methodologies, and tools developed and/or applied by SMarta for the execution of the assignment are and remain the property of SMarta. Publication or other forms of disclosure can only take place after written permission from SMarta. All documents provided by the client, such as reports, advice, training and nutrition plans, assignments, designs, sketches, drawings, software, etc., for SMarta are solely for reproduction by SMarta for its own use in its organization. All documents provided by the client may not be disclosed brought to the attention of third parties by SMarta without prior permission from the client under penalty of misuse of the client's intellectual property.

### Article 14: Disputes

In case of complaints, the client can contact SMarta. All disputes concerning the formation, interpretation, or execution of the agreement or agreements resulting therefrom can be submitted to the competent court of the district where SMarta is located. In all cases, Dutch law applies.