

Terms and Conditions ADHESIVE STUDIO

1. Registrations

After completing your registration on Mindbody (via the website), you will become a member of ADHESIVE STUDIO.

Any person registering with ADHESIVE STUDIO, whose registered office is located at 28 rue du Vieux-Billard, 1205 Geneva, automatically and unconditionally accepts these terms and conditions. This affiliation contract is subject to Swiss law with jurisdiction in Geneva.

By registering for a course at ADHESVE STUDIO, all students confirm that they are covered and insured for any accident that may occur during classes. We decline all responsibility in case of injury or theft inside the Studio. Please be vigilant with your valuables and always pay attention to the teachers' instructions in order to prevent injury.

2. Contract

Membership takes effect on the date mentioned at the time of establishment of the contract. A member's affiliation with ADHESIVE STUDIO is strictly individual and may under no circumstances be transferred to/used by a third party. Once signed, a contract cannot be terminated. However, if a member wishes to resell her/his remaining classes to another member because she/he is moving abroad or she/he wishes to permanently discontinue the membership, it is possible to transfer classes in written form and with the signatures of both members involved.

Contracts may be suspended, extended or interrupted for the following reasons only:

- Illness exceeding 3 working days upon presentation of a medical certificate
- Injury requiring a medical leave exceeding 3 working days upon presentation of a medical certificate
- Pregnancy upon presentation of a medical certificate
- Closing of the Studio during holidays

ADHESIVE STUDIO is open all year round and only closes on public holidays and in principle one week during the Christmas holidays. Subscriptions are not extended because of public holidays, however they are extended when the Studio is closed during the Christmas holidays.

3. Subscriptions and class cards

A duration of validity is specified for each subscription and class card which can only be extended in case of illness or injury exceeding 3 working days upon presentation of a medical certificate.

Class cards contain a defined number of classes within a certain period of validity; they are credited to your balance and you will be able to attend these classes at your convenience. If the period of validity of your class card has expired and you still have credit left on it, you can purchase a new class card and you will then be credited with half of the remaining classes from your expired card.

Members have the possibility to purchase a validity duration extension of one week (7 days) for 15 CHF.

ADHESIVE STUDIO reserves the right to modify / adapt its schedule according to its needs. Once modified, the new schedule will be available on the Studio's website.

Please book your classes as far in advance as possible in order to ensure a free spot will be available.

4. Payments

The first monthly installment of your subscription must be paid as soon as your subscription has been established.

We accept payments in cash, by credit card on our website and by bank transfer to the following address :

IBAN :

Mademoiselle Mirabile SaRL BCGE CH0800788000050669018 BIC (Swift) BCGECHGGXXX Clearing number 788

Reference : Type of subscription or course card purchased + your name

The installment of a given month must be paid at the latest at the end of the preceding month. Without receipt of your payment, the following reminder fees become applicable:

- First reminder: 5 CHF (if payment is not received on time, new payment deadline of 10 days)
- Second reminder: 20 CHF (new payment deadline of 10 days)
- If your payment has not reached us after two reminders, we reserve the right to take legal action and access to classes will be denied. The unpaid balance of the subscription will be claimed in a single payment.

In order for a member's enrolment in a workshop to be confirmed (a workshop with a an external teacher invited by the Studio), we ask that the totality of the workshop be paid at least 2 weeks in advance. We reserve the right to sell your place to another person if you have not paid in time. Cancellation deadlines vary from workshop to workshop. Please note that the Studio rules also apply to workshops.

We reserve the right to change our prices and general terms and conditions at any time and to adapt our offer. The rates a member is subject to cannot be changed during the term of the contract. In the event of a contract renewal or the establishment of a new contract, the latest version of the general terms and conditions and prices shall apply.

No refunds will be made for missed classes. All payments made are non-refundable and the monthly installments mentioned in the contract are due.

ADHESIVE STUDIO and its teachers cannot be held responsible for any damage, accidents, injuries or theft caused, suffered or committed within its premises. Students must insure themselves against these risks.

5. Reimbursement

Subscriptions and class cards are non-refundable. However, they can be extended in the event of illness or injury exceeding three working days upon presentation of a medical certificate. Subscriptions and class cards are non-transferable. Please pay attention to the expiry date of your subscription. No extensions will be granted due to forgetfulness or absences for personal reasons.

6. Cancellation Policy

Should a teacher be absent for a class, he or she will be replaced whenever possible. We reserve the right to cancel a class if necessary, or when fewer than three students have signed up for a class the day before the class in question. We will always try to find a solution to accommodate our students.

In case of cancellation on your part, please note that you must cancel a class yourself on our online registration website no later than 6 hours before the beginning of the class, otherwise your registration will be counted.

7. Late cancellation policy

When students are unable to attend a class for which they signed up, we request that they cancel their online registration even if the 24-hour deadline has passed. There are waiting lists for classes and if another student on the waiting list is able to sign up for a class in your place, the class credit will not be deducted from your balance. In case you do not have access to our online registration system, you can also exceptionally cancel the class by phone, text message or e-mail.

Regarding unlimited subscriptions: Unlimited subscriptions do not entitle you to extend your subscription in case of personal holidays or any absence that is not justified by a medical certificate. Late cancellations by students with unlimited subscriptions will result in a penalty of 20 CHF per missed or uncancelled class from the second late cancellation onward and at each occurrence. We understand that students may find themselves in unexpected circumstaces preventing them from attending a class, but these must not be recurrent and prevent other students from participating.

8. Health

By accepting these terms and conditions, you declare that you are in good health and do not suffer from any illness, injury or physical condition (e.g. heart problem) that could prevent you from practicing sports. As pole dancing and other activities offered by ADHESIVE STUDIO are physical activities, each student is required to report any health problem before attending classes. Students accept that practicing sports at ADHESIVE STUDIO may entail risks of injury.

9. Holidays

Personal holidays are accounted for in subscriptions and class cards as it is possible to use unspent class credit accumulated during holidays at later times.

The validity duration of subscriptions and class cards can only be extended if they overlap with ADHESIVE STUDIO's yearly vacation.

10. Waiting lists

When a class is full, you can sign up for a waiting list. A maximum of 10 people will be allowed on this list. If someone cancels their attendance to a class and you are the first person on the waiting list, you will automatically be signed up for the class. You will then be subject to the same cancellation conditions as any other student who is officially signed up for a class, so please pay attention to whether you have been automatically signed up for a class as a result of being transferred from the waiting list. You will receive an email notifying you that you have been added to the class up to 24 hours before the class starts. We will contact you by phone or text message the same day to ask you whether you still intend to participate. If you do not wish to take the risk of being automatically signed up to a class at the last minute before the cancellation deadline, please remove your name from the waiting list.

11. Age

Students under the age of 18 need parental permission to attend classes at ADHESIVE STUDIO.

12. Dress code

Please wear appropriate clothing to take a class as mentioned on our website. Please wear shorts and a T-shirt or bra for pole dance classes and avoid using body cream or oil on the day of your class. For Stretching, Floorwork, Yoga and Aerial Hoop classes, please wear long leggings and a T-shirt.

13. Rules of Procedure - Behaviour

Members and their accompanying parties will be respectful of the premises, equipment, teachers and other members. If members or their guests damage the studio premises or its equipment through negligence or imprudence, they shall compensate ADHESIVE STUDIO for the damage incurred.

Please help keep the Studio clean by using the provided bins. We reserve the right to deny access to the Studio to students who behave inappropriately.

Some important points of the rules of procedure:

- Phone calls and text messaging are prohibited during class.
- ADHESIVE STUDIO encourages its members to take pictures and videos of themselves during class.
- Smoking is strictly forbidden in the Studio.
- Food and drinks are tolerated in the Studio as long as the generated waste and residues leave together with you.
- The classrooms are not accessible to non-members during class, unless special authorization has been granted.
- We ask for members to arrive 10 to 15 minutes before class in order to have enough time to change and prepare. We reserve the right to deny students access to class if they arrive more than 10 minutes late or miss the warm-up. Students are responsible for their own warm-up if they miss part or the entire warm-up. If you miss a class and have not cancelled it online 6 hours in advance, the class credit will be deducted from your balance.

14. Loss - Theft

ADHESIVE STUDIO can in no way be held responsible for loss or theft in the dressing rooms or the Studio.

We request for our members to look after their own belongings. Lost items are kept for one month. After this period, they will be donated to charity or reused by the Studio.

15. Data - Image rights

Each member's personal data are recorded in ADHESIVE STUDIO's database and are processed for the management of the customer file, products and services offered, as well as for the implementation of promotional and information campaigns. Personal data will not be transmitted to third parties.

Before using images depicting members for promotional purposes, ADHESIVE STUDIO will ask the depicted members for their permission orally during class. If this does not suit you and you do not wish to be on social networks, please leave the camera's field of view.

The member acknowledges having read the general terms and conditions of this contract (available at <u>www.adhesivestudio.com</u>).

16. Enrolment to the Swiss Pole Sport Federation (SPSF)

The Pole Sport discipline was recognized by the General Association of International Sports Federations (GAISF) in October 2017. In other words, the discipline is now officially recognized as a sport by international authorities and is currently being considered for representation at the Olympic Games.

Each country must now meet the necessary conditions to obtain recognition by its national sports authorities, including a significant number of practicing and/or supporting members.

With this in mind, and without any notice to the contrary from the student, any new student who becomes a member of the studio will automatically be considered a "practicing member" in order to support the Swiss Pole Sports Federation's (SPSF) endeavors.

Membership for the year 2020 is offered for free by the SPSF. Thereafter, each student is free to continue to support the Federation by paying a membership fee of 10 CHF per calendar year.