

# TERMS AND CONDITIONS

As per 01.08.2018

## TERMS AND CONDITIONS:

These terms and conditions outline the rules and regulations for your use of this Website and the purchase of Goods and Services from us. By accessing and using the HealthyHER Website, mobile or tablet application, or any other feature or other HealthyHER platform (collectively „Our Website“), you agree to be bound by these terms and conditions (“Terms”) and our Privacy Policy. If you do not agree to all of these Terms, you must not use Our Website.

- 1.) Our Website and the Goods and Services displayed on it are provided by HealthyHER, (collectively referred to in these Conditions as „we“, „our“ and „us“). The terms “client”, “you” and “your” refers to you, the person accessing Our Website.
- 2.) You should read these Conditions carefully before using this Website or purchasing any Goods or Services from us.
- 3.) We reserve the right to change these Terms at any time. Any changes to the Terms and Conditions will be effective after the change is published on this Website. You should check these Conditions before each order or booking as they may have changed since your last visit.
- 4.) If you have any questions about the Terms, the Products and Services or Our Website, please contact us using the contact details in the “Contact” section of this Website.
- 5.) When the following words with capital letters are used in these Terms, they shall have the following meaning:
  - a. “Class” any exercise class provided by us or on our behalf at one of our partner locations as part of the Services;
  - b. “Event” Event-package purchased via our Website as part of the Services;
  - c. “Goods” any Goods offered for sale on our Website;
  - d. “Services” services available to you via this Website, including the event bookings and blogs;
  - e. “Website” <http://healthyher.ch>

## USE OF OUR EVENTS AND SERVICES

- 1.) You must be aged 18 years or above to book or attend any of our Events
- 2.) We are a community for women and hence, only women can book our Events.
- 3.) We reserve the right to refuse your attendance to our Events and suspend or terminate your use of our Services if in our reasonable opinion your conduct is damaging to our reputation, is in breach of these Terms or would otherwise not be in the interests of other community members or participants of our Events. Following such suspension or termination any privileges shall be forfeited and you shall not be entitled to any refund.

## FITNESS AND HEALTH

- 1.) Our Events and Classes may involve intensive exercise. You agree to familiarize yourself with what the Events and Classes involve prior to assessing whether you are fit to participate in an Event or a Class. You should refer to our Website or speak to a member of staff for further information.

- 2.) By agreeing to these Terms you confirm that (a) you have no health problems;(b) on each occasion that you attend our Events and Classes, you are in an appropriate physical condition to participate in our Events and Classes;(c) you know of no medical or other condition that would render you incapable of engaging in our Events and Classes provided by us; and (d) such Events or Classes and exercises would not be detrimental to your health, safety or physical condition.
- 3.) Our staff are not medically trained and are therefore not qualified to assess whether you or any guest is in appropriate physical condition and/or whether you can engage in any Event, Class or exercise without detriment to your health, safety, comfort or physical condition.
- 4.) You are advised not to undertake any physical activities without first seeking medical advice to ask if they have concerns over your physical condition. We reserve the right to refuse access to our Events and Classes if, in our absolute discretion, we consider that the health of the individual concerned may be endangered by the use of our Services.
- 5.) You shall not use our Services if you are suffering from: low/high blood pressure, cardiac irregularities, any infectious or contagious illness, disease or other ailment or suffering from any ailment where there is a risk, however small, that such ailment may be detrimental to your health or safety, comfort or physical condition. If there is any doubt, you should consult your doctor and must notify us of any circumstances affecting your health, which may be exacerbated through continued use of our Events and Classes.
- 6.) You agree to follow the instructions of the instructor at all times.

#### BOOKING EVENTS AND CLASSES

- 1.) You can check the availability and book Events and Classes in advance online via our Website. These services will need to be paid immediately through our Website.
- 2.) You may cancel a booking up to 72 hours before the Event or Class and receive a refund of your booking. You can cancel by calling HealthyHER. Find the contact details on our "Contact" section of our Website.
- 3.) If the Event or Class you wish to attend is fully booked, you may choose an alternative Event or Class with remaining spaces. Alternatively, you may join a waitlist for the fully booked Event or Class. If a space opens up before or within 24 hours of the class time, you will be contacted by us to confirm. This booking will be subject to the Terms and Conditions in the usual way.
- 4.) Price details for our Events and Classes are available on our Website, and shall be priced as determined by us.
- 5.) Events and Class bookings are not transferable to any other person.
- 6.) Subject to any statutory right of cancellation, payments for Events and Classes are non-refundable unless otherwise stated in these Terms.

#### ONLINE SHOP

If you change your mind about any Goods purchased from us, you may return them to us within 7 days with your receipt, and we will give you a full refund provided that the Goods are unused and are not damaged. This does not affect your statutory rights as a consumer. For the return address, please contact us.

## USE OF OUR WEBSITE

- 1.) The use of our site includes accessing, browsing or registering to use our Website. By using our Website you are confirming that you accept these Terms and that you agree to abide by them.
- 2.) We may update this Website from time to time and may change the content at any time. Any of the materials on our Website may be out of date at any given time, and we are under no obligation to update such materials. We do not guarantee that our Website, or any content on it, will be free from errors or omissions.
- 3.) This Website, including all information, content, and services made available on this Website, is provided "as is." We make no representations or warranties of any kind whatsoever regarding the content or services of this website, or hypertext links to other outside websites. We disclaim any express or implied warranties of any kind or nature whatsoever, including without limitation, warranties related to any course of dealing, trade practice, and implied warranties of non-infringement, merchantability and fitness for a particular purpose. We do not guarantee that our Website, or any content on it, will always be available, error free and uninterrupted, that defects will be corrected, or that this website and material accessible from this website are free of viruses or other harmful components. Any product, offering, content and material downloaded or otherwise obtained through the use of this Website is done at your sole risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such product, offering, content or material. Access is permitted on a temporary basis and we may suspend, withdraw, discontinue or change all or any part of our Website without notice.
- 4.) By accessing this Website, you agree that you will access its contents solely for your own use. You may print out a single hard copy of any part of the content of this Website for your personal use in accordance with these Terms. You must not modify the copies of any materials on this Website in any way and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any text. Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged. You must not use any part of the content on our Website for commercial purposes without obtaining a license to do so from us or our licensors. If you print, copy, modify or download any part of our Website in breach of these Terms, your right to use this Website will cease immediately and you must, at our discretion, return or destroy any copies of the materials you have made.
- 5.) You may not (except to the extent required in order to use this Website in accordance with these Conditions) copy, store in any medium (including in any other Website, distribute, transmit, re-transmit, broadcast, modify, delete or show in public any part of this Website or systematically extract material from this Website or any document available through it, create any derivative works from it or in any other way exploit commercially all or any part of this Website or any document available through it without our prior written consent.
- 6.) This Website should only be accessed using a computer linked to a secure network environment.
- 7.) We cannot guarantee that this Website will operate in accordance with your expectations or will be error free. If you are aware of any error on this Website please contact us by email at [info@healthyher.ch](mailto:info@healthyher.ch) and we will endeavor to correct it.
- 8.) We will not be liable to you if, for any reason, our Website is unavailable at any time or for any period. We further will not be liable for any direct, indirect, incidental, special, or consequential damages that result from the use or performance of, or the inability to use,

our Website or information or functions of our website, including, without limitation, loss of income, pain and suffering, emotional distress or similar damages, even if we have been advised of the possibility or could have foreseen such damages. We exclude to the fullest extent permitted by law, all liability (save in respect of death or personal injury caused by negligence and for fraud) in connection with any damage or loss caused by (A) errors, computer viruses, other malicious code or harmful components originating or contracted from the Website or from any third-party Website linked to this Website and (b) any interruptions in your access to the Website.

- 9.) You must not misuse our Website by knowingly introducing computer viruses, other malicious code or harmful components. You must not attempt to gain unauthorized access to our Website, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack.
- 10.) By breaching Clause 5 you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately and you will indemnify us for any breach, which means that you will be responsible for any loss or damage we suffer as a result of you not complying with this clause.
- 11.) Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the content of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. You may be subject to the terms of use applicable to such third-party sites.

#### YOUR USERNAME AND PASSWORD

- 1.) You must not share your username, password or other login details and must treat such information as confidential and must not disclose it to any third party. It is recommended you do not share your account details in your Internet browser if you use a shared computer. If you have any reason to believe your account details have been obtained by another without consent, you must contact us at [info@healthyher.ch](mailto:info@healthyher.ch) as soon as possible.
- 2.) 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 Terms.
- 3.) You shall not obtain or attempt to obtain unauthorized 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.
- 4.) You should be aware that some 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.
- 5.) To the fullest extent permitted by law, we shall not be liable for any losses you suffer as a result of unauthorized access to your account.
- 6.) If you are accessing an area of our Website protected by a username and password to use the Services available through it other 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 Terms.

## INTELLECTUAL PROPERTY

- 1.) The Intellectual property rights in all content, including information, graphics, logos, trademarks, trade names, and photographs, of this Website and in the supply of products and Services are owned by HealthyHER Community and Events KIG or other third parties. You are not allowed to copy, download, produce, publish, transmit, distribute, display, modify, create derivative works from, or exploit in any way, in whole or in part, any of this Website's content, or use any of the trademarks, logos or trade names, without prior written consent or the consent of such third party who may own the marks.
- 2.) Likewise, the design, code, and layout of this Website are protected by copyright, database right, design rights and other similar laws. You are not allowed to copy, produce, publish, transmit, distribute, display, modify, create derivative works from, or exploit in any way, in whole or in part.
- 3.) 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, modify, create derivative works from, interfere with or attempt to interfere with that software without our prior written consent.

## LIMITATION OF LIABILITY

- 1.) By enrolling with HealthyHER and attending our Events and Classes, you acknowledge that there are inherent risks and dangers in participating in our Events and classes.
- 2.) It is your responsibility to ensure that you comply with our Terms under the "Fitness and Health" section, and that your physical condition is appropriate for participating in our Events and Classes. You must consult a member of staff if you are in any doubt how to correctly set up and use our equipment.
- 3.) Neither HealthyHER or its employees and third parties shall be liable for any death, personal injury or illness that take place on our premises or that occur as a result of using our facilities or participating in our classes, except in such cases that such death, personal injury or illness arise from any grossly negligent act, or willful act or omission of HealthyHER.

## PERSONAL BELONGINGS

- 1.) Personal belongings are brought into the Event or Class premises at your own risk and you agree that HealthyHER, its employees and third parties, shall not be liable for any loss, damage or theft of any personal property brought onto our Event or Class premises belonging to you or your guests.

## OTHER RELEVANT POLICIES

1. 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.

## VIOLATIONS AND INDEMNIFICATION

- 1.) We may take any actions we deem appropriate, including but not limited to, restricting your access to this Website or terminating our Services to you if we determine, in our sole discretion, that you have violated these Conditions.
- 2.) You agree to defend, indemnify and hold us harmless from and against all claims and expenses, including attorneys' fees, arising out of your use of this Website, including but not limited to your improper use of the Website, your violation of these Conditions, and your infringement (or the infringement or improper use by any other user of your account) of any intellectual property or other right of any person or entity.

#### INFORMATION HEALTHYHER

HealthyHER Community and Events KIG is a company registered in Switzerland under Handelsregister Number CH-130.2.025.750-8 whose registered place of business is Seestrasse 79, 8806 Bäch SZ. Its UID is CHE-232.808.154.

#### ENTIRE AGREEMENT

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

#### 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.

#### SEVERANCE

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

- 1.) In that jurisdiction: the legality, validity or enforceability of any other term or condition, which shall continue to have full force and effect; or
- 2.) In any other jurisdiction: the legality, validity or enforceability of that or any other term or condition, which shall continue to have full force and effect.

#### WAIVER

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

#### GOVERNING LAW AND JURISDICTION

The place of jurisdiction is Bäch SZ. The substantial laws of Switzerland are applicable.