



Membership Terms and Conditions

ARTICLE I – GENERAL PROVISIONS

1. The subject of these Membership Terms and Conditions (hereinafter referred to as "MTC") is the regulation of mutual rights and obligations between the operator of the Moving World dance studio Ing. Kateřina Hajičová, with its place of business Hvozdnická 1049/6, 100 00, Praha 10 - Strašnice, IČO: 639 32 181, DIČ: CZ7362260433, a natural person doing business under the Trade Licensing Act not registered in the Commercial Register (hereinafter referred to as the "Studio") and a natural person using the Services (defined below) in the Studio (hereinafter referred to as the "Member").

2. The membership of a Member in the Studio is governed by the Service Agreement and by the membership in the Studio concluded between the Provider and the Member (hereinafter referred to as the "Agreement") upon visiting the studio in person or electronically, within the member's registration via the Studio's website form.

3. Services provided by the Operator are generally understood as providing access to the Studio premises and their equipment for the purpose of exercising, organising various types of lessons and other sporting activities (in relevant cases) under the guidance of the teacher/instructor, providing relaxation services (in relevant cases) and, where applicable, the provision of other paid services, such as personal training, refreshments, etc. (the "Services"). This is not a complete list of all Services; the entire list depends on the discretion of the Operator. The Operator is entitled to modify the list of Services on an ongoing basis unilaterally. If there is an interruption in the provision of a particular service for a period not exceeding 30 days in total in a calendar year and unless stated otherwise in this or another regulation, the Member shall not be entitled to compensation. Services are also subject to availability and capacity.

ARTICLE II – MEMBERSHIP

1. Membership is always individual. In case the payment based on an agreement with the Operator is made by a person other than a Member, the rights and obligations arising from this Agreement shall apply to the Member, as well as to this third-party.

2. Membership and membership rights resulting therefrom, apply exclusively to the Member, and are not transferable to third parties without the prior written consent of the Operator and are not transferrable to the legal successor of the Member. The application for Membership transfer must be submitted via using the form (available on the Company's website or at the Studio reception) either online or at the Studio reception.

3. In order to become a member of the person is under 18 years, the Agreement must be countersigned by the legal representative of that person, who is responsible for the fulfilment of all obligations of the underage member.

4. The Parties may terminate the Membership by mutual agreement.

5. The Member has the right to withdraw from the Agreement concluded online by written notice of withdrawal within 14 days from the date of the conducting Agreement. The withdrawal notice form is available on the Operator's website and at the studio's reception desk. In such a case, the Operator shall refund the Member all



made payments under the Agreement. If a Member has used the Service prior to the delivery of the notice of withdrawal to the Company, only a proportional part of the Membership Fee will be refunded.

6. The Operator reserves the right to terminate the Agreement with immediate effect if the Member repeatedly or substantially violates the Agreement, these MTC or the Rules and Regulations or General Terms and Conditions of the Studio or if he repeatedly disregards the instructions of the Operator's management or employees who are responsible for running the Studio. If the Operator terminates the Agreement under this clause, the Operator has the right to retain payments already paid as a contractual penalty for breach of the Agreement, even if they relate to the period after termination of the Agreement. This does not affect the Operator's claim for damages.

ARTICLE III – LIABILITY OF THE CONTRACTING PARTIES

1. The Operator shall be liable for injury to Members' property or health (for the purposes of this Article, authorised non-Members of the Services are also considered Members) in the event of a direct and unambiguous fault (whether intentionally or by gross negligence), violation of the obligations of the Operator or its employees.

2. The Member shall be liable for damage caused to the Operator or its subcontractors by breach of their legal or contractual obligations arising from the Agreement, these MTC, the Rules and Regulations or General Terms and Conditions of the Studio.

3. Before using the Services, the Member is obliged to become acquainted in detail with the Rules and Regulations or General Terms and Conditions available in the Studio. When using the Services, the Member is required to abide by the Rules and Regulations or General Terms and Conditions of the studio, and instructions of the Operator and its employees or other persons providing the Services to the Members on behalf of the Operator (including instructors and teachers).

4. The Operator shall not be liable for any damage to health or property that may arise to the Member as a result of failure to comply with such procedure or instructions of the Operator, its employees, instructors or teachers. The Operator shall not be liable for any damage to health or property caused by the Member intentionally, under the influence of alcohol or addictive substances, due to negligence or reevaluation of his / her physical condition.

5. If a Member finds out that his/her health condition does not allow him to continue using the Services, or that such continuation could endanger his/her health, he/she is obliged to immediately notify the Operator or his/her representatives (instructors/teachers) and terminate the use of the Services.

ARTICLE IV – FINAL PROVISIONS

1. The Member is obliged to notify the Operator of any change in personal and contact information specified in the Agreement without undue delay after such change has occurred.

2. The Provider shall send the Member all documents by registered mail to the address specified in the Agreement or the last address given by him or electronically to the e-mail address specified in the Agreement or to the last specified e-mail address. In case of any doubt, the document sent by registered mail shall be deemed to have been delivered at the time the postal license holder delivered the document to the place where the Member can take it (i.e. including deposit at the relevant Member's post office) and that the e-mail was delivered at the moment of its delivery to the Member's e-mail address.



3. The Operator shall process the Member's personal data which are included in the Agreement or communicated to it by the Member to conclude and perform the Agreement in order to fulfil its legal obligations or to send commercial communications with the Member's consent, or for any other purpose for which the Member has given its consent. The processing of personal data shall take place in accordance with Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals concerning the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Regulation on the Protection of Personal Data) and related Czech legislation and in accordance with the Operator's Internal Data Protection Directive, which states how the Operator handles the Member's personal data, what information about the Member is stored, how it uses the information and to whom he gives them. Information on the processing of personal data, the instruction of personal data subjects shall contain a list of all the Member's rights in relation to the processing of personal data, in particular, the right to information, rectification, deletion or the right to revoke the processing at any time. About the processing of personal data, the Operator declares that i) processes personal data in accordance with legal requirements, ii) ensures that persons authorised to process personal data are obliged to maintain confidentiality or are subject to the legal obligation of confidentiality, iii) appropriate technical and organisational measures to ensure the necessary level of protection of personal data; and (iv) inform the supervisory authority and, where applicable, the data subjects in the event of a breach of the security of personal data endangering the rights and freedoms of natural persons.

4. The Operator is entitled to change the scope of Services provided by the Studio or the address of the Studio at any time, temporarily or permanently, without effect to other conditions of the existing Membership.

5. The Operator is entitled at any time to unilaterally change the MTC, the Rules and Regulations or General Terms and Conditions of the Studio, or the Prices for the Services. The price list changes do not apply to Services paid at the time of change. Amendments to the Visitor Rules shall be effective against the Member on the day of their publication on the premises of the Studio.

6. The Operator is entitled to change these MTC at any time unilaterally. In such a case, the Operator is obliged to publish a notice of changes to the MTC (including the proposed new version) on its website and at the Studio reception at least 30 days before the planned effective date of the change. In case that the Member does not agree with the change of the MTC, he/she is obliged to notify the Operator before the planned effective date of the change and to terminate the Agreement. The Member is entitled to notify the Operator of its disagreement and to terminate the Agreement on the day of the planned effectiveness of the change. If a Member agrees with the change of the MTC or does not respond to the notification of a new version of the MTC, it shall be deemed to accept the proposal by implication. If explicit or implicit consent is given, changes to the MTC shall be effective from the first day of the month following such consent.

7. The current version of the MTC is always available on the website of the Studio, in the premises of the Studio and on request at the registered office of the Operator.

8. Any invalidity or ineffectiveness of any provision of these MTC shall not affect the validity and effectiveness of the other provisions.



9. In matters not expressly regulated by these MTC, the mutual rights and obligations of the contracting parties shall be governed by the laws of the Czech Republic as appropriate. The Contracting Parties agree that the following provisions of Act No. 89/2012 Coll., The Civil Code shall not apply to the regulation of legal relations established by the Agreement: § 1764–1766, § 1793–1795, § 1971, § 1977–1979, § 2000, § 2002, § 2050 and § 2593.

10. The Czech Trade Inspection Authority is the body responsible for the out-of-court settlement of consumer disputes arising from the Agreement.

11. These MTC are valid and effective as of 1.11.2019