

TERMS & CONDITIONS

1. Definitions

- a. Additional Terms and Conditions: the additional general terms and conditions applicable to the Workshops and Retreats organized by yogaloft. Luxembourg.
- b. General Terms and Conditions: The general terms and conditions used by yogaloft. Luxembourg, which have been published at the yogaloft. Luxembourg website, www.yogaloft.lu.
- c. yogaloft. Luxembourg: Yogaloft SARL has its official seat at 11, rue Guillaume de Machault, L-2111 Luxembourg, Luxembourg and is listed in the Trade Register under B49.060.
- d. Participant: the person who attends or wishes to attend a Retreat or Workshop.
- e. Price: the total price of a Workshop or Retreat, including the Deposit.
- f. Private Class: a private yoga class at yogaloft. Luxembourg, for which the Student must make an appointment in advance.
- g. Retreat: a yoga retreat organized by yogaloft. Luxembourg.
- h. Retreat Participant: a person who takes part in or wishes to take part in a yoga retreat organized by yogaloft. Luxembourg.
- i. Teacher: the yoga teacher who has been appointed by yogaloft. Luxembourg to teach yoga classes at yogaloft. Luxembourg
- j. Student: a person who attends and/or wishes to attend private or group yoga classes at yogaloft. Luxembourg.
- k. Website: the website of yogaloft. Luxembourg: www.yogaloft.lu
- l. Workshop: A yoga workshop given or to be given by yogaloft. Luxembourg.

2. Scope of Application

The General Terms and Conditions apply to any class packages or drop in single classes as well as to all yogaloft. Luxembourg Retreats, and Workshops.

By participating in a yoga class of yogaloft. Luxembourg, the Student agrees to the applicability of these General Terms and Conditions.

yogaloft. Luxembourg may from time to time amend these General Terms and Conditions. The most recent version of the Terms and Conditions is always the version that is applicable and is always available on the Website.

3. Class packages and Drop-ins

yogaloft. Luxembourg offers the following possibilities of attending yoga classes at yogaloft. Luxembourg:

a. yogaloft. Luxembourg Class packages

i. yogaloft. 10 Class Package

This 10 Class Package entitles the holder to ten (10) yoga classes (including 45, 60 and 90 min classes).

The 10 Class Package is valid for three (3) months after the date of purchase. The 10 classes must therefore be attended within three months of the date of purchase. After that period, this right lapses.

ii. yogaloft. 25 Class Package

The 25 Class Package entitles the holder to twenty-five (25) yoga classes.

The 25 Class Package is valid for one (1) year after the date of purchase. The 25 classes must therefore be attended within one year of the date of purchase. After that period, this right lapses.

b. yogaloft. Luxembourg Drop-ins

i. yogaloft Drop-in 45 min

The yogaloft Drop-in 45 min Drop in entitles the holder to one (1) forty-five (45) minute yoga class.

The yogaloft Drop-in 45 min is valid for the class that is booked.

ii. yogaloft Drop-in 60 min

The yogaloft Drop-in 60 min Drop in entitles the holder to one (1) sixty (60) minute yoga class.

The yogaloft Drop-in 60 min is valid for the class that is booked.

iii. yogaloft Drop-in 90 min

The yogaloft Drop-in 90 min entitles the holder to one (1) ninety (90) minute yoga class.

The yogaloft Drop-in 90 min in is valid for the class that is booked.

yogaloft. Luxembourg reserves the right to add other package and drop-in options on an ad-hoc basis.

4. Payment and Price Changes

All yoga classes organized by yogaloft. Luxembourg must be paid for before they are held. Payments can be made at the reception at the studio, or through the Mindbody booking website.

yogaloft. Luxembourg reserves the right to change the prices. Any changes are announced through the website and/or social media. The currently applicable rates are always mentioned on the Website and are available for inspection at the reception desk of yogaloft. Luxembourg.

Before a yoga class the Student must report to the reception desk of yogaloft. Luxembourg to verify the registration and payment.

5. Reservations for Yoga Classes

You can only book classes online or in person at the reception, but not by email or phone.

Your booking is valid until 5 minutes before the class starts. If you haven't shown up by then, we assume you won't be coming and we'll give your spot to someone else.

If booking online is no longer possible, you can still come to the studio and see if there are walk-in spot available on a first come first served basis. The walk-in spots become available no sooner than 30 minutes before the class starts. The walk-in spot will be paid for at the reception desk at the studio or a class will be deducted from any existing class package.

You can cancel your booking until 6 hours before the class starts. To do this, go to your account and cancel the class in your schedule. The credit can be used to book another class in the future (within one year).

If you cancel within six hours before the class starts, this is a "Late Cancel". You can do that 3 times per year. If you do it more often, we will contact you with a warning and can suspend your privilege to book online for one month and any "Late Cancel" during this month will not be refunded.

Please be on time, at least 10 minutes before class starts. This will ensure your reserved spot, but you will also have enough time to prepare for your class.

6. Schedule

The current schedule can be found on the Website. yogaloft. Luxembourg reserves the right to change the schedule at any time. If possible, any changes are announced in advance.

yogaloft. Luxembourg reserves the right to cancel a yoga class that has been scheduled. In this case the credit can be used to book another class in the future (within one year).

yogaloft. Luxembourg reserves the right to change the yoga teacher mentioned in the schedule in the event of force majeure, including illness or absence of the teacher.

7. Early Termination of Membership in case of illness

In the event of prolonged illness or an injury, the Student may prolong the expiration date of their class package. A request for a prolonged expiration date must be submitted to yogaloft. Luxembourg in writing and must be accompanied by a medical certificate. This request should be sent by email to hello@yogaloft.lu.

8. Liability

Attending yoga classes, Workshops, Retreats and leaving belongings in the changing rooms are at the Student's own risk. yogaloft. Luxembourg accepts no liability whatsoever for physical injury, loss or damage relating to Students attending yoga classes, Workshops or Retreats and leaving belongings in the changing

rooms at yogaloft. Luxembourg.

yogaloft. Luxembourg works exclusively with certified yoga teachers and always ensures high-quality yoga classes. Even so, a Student always runs the risk of injury during a yoga class. By participating in a yoga class at yogaloft. Luxembourg, the Student accepts this risk of an injury. yogaloft. Luxembourg provides the following guidelines for reducing the risk of an injury:

- i. Always consult a doctor before starting yoga classes if you are not sure that you are completely healthy or if you are pregnant.
- ii. If you have an injury or any other physical inconvenience, always inform your yoga teacher about this before starting the yoga class.
- iii. If you are (or think you are) pregnant always inform your yoga teacher before starting the class.
- iv. Listen to and follow the instructions of the relevant yoga teacher.
- v. Perform the yoga exercises carefully and bear your physical limitations in mind.
- vi. Do not perform any yoga exercises that are painful.
- vii. Ask questions if you do not understand an exercise.
- viii. Avoid inverted poses during menstruation.

Although we strive to only provide correct information on our Website, we are not liable for any inaccuracy and no rights can be derived therefrom.

9. Personal Data

yogaloft. Luxembourg collects personal data of the students who are taking yoga classes at yogaloft. Luxembourg (the "Students"), in order to keep a file of its members, for the exercising of payment orders, and for the administration of issued yogaloft. Luxembourg class cards. yogaloft. Luxembourg shall be careful while collecting these data and will always comply with the applicable Data Protection Act.

yogaloft. Luxembourg will also use the personal data as mentioned above to keep the Students informed about yogaloft. Luxembourg's activities, and possible changes in, e.g., the class schedule. If the Student does not want to receive any communication from yogaloft. Luxembourg, he can opt-out by sending an e-mail to: hello@yogaloft.lu. The Student is informed that in such a case he/she may not be able to make use of all yogaloft. Luxembourg's services and products.

yogaloft. Luxembourg may share personal data such as contact details when collaborating with another yoga studio or teacher for a specific event.

Without prior written consent, yogaloft. Luxembourg will never transfer any personal data of the Students to a third party. However, we may share information with governmental agencies or other companies assisting us in fraud prevention or investigation. We may do so when: (1) permitted or required by law; or, (2) trying to protect against or prevent actual or potential fraud or unauthorized transactions; or, (3) investigating fraud which has already taken place. The information is not provided to these companies for marketing purposes.

10. Code of Conduct

Students shall adhere to yogaloft. Luxembourg's code of conduct at all times:

Please make sure you are clean and fresh when you attend the yoga class. The use of unscented deodorant is highly appreciated. In view of potential allergies of other Students, everyone is asked not to wear any perfume, aromatherapy oils or other scented products, and not to use any spray deodorant in the changing rooms.

Wear clean yoga clothes in yoga classes, in which you can move easily.

yogaloft. Luxembourg advises not to eat later than two hours before the start of the yoga class and, in any case, not to do yoga on a full stomach.

Please do not wear shoes in the yoga studio.

yogaloft. Luxembourg has yoga mats available for rent for EUR 1 to use during yoga classes. After classes, the rental yoga mats must always be cleaned and returned to the teacher after the class.

To allow everybody the opportunity to find inner peace, Students are requested to talk quietly in all spaces within the yoga studio.

The physical and mental integrity of Students must always be respected. Sexual behaviour or sexually suggestive behavior is not tolerated by yogaloft. Luxembourg.

yogaloft. Luxembourg reserves the right to deny Students who do not observe the house rules referred to in Clause 10.1 access to the yogaloft. Luxembourg premises and to terminate any packages of the relevant Student without a refund of any fees paid already.

ADDITIONAL GENERAL TERMS AND CONDITIONS FOR WORKSHOPS, RETREATS AND KIDS YOGA OF YOGALOFT. LUXEMBOURG

11. **Applicability of Additional Terms and Conditions and Definitions**

Retreats and Workshops are governed by these Additional Terms and Conditions in addition to the General Terms and Conditions. The General Terms and Conditions form an integral part of these Additional General Terms and Conditions. By participating in a Workshop or Retreat, the relevant Participant accepts the applicability of the General Terms and Conditions and the Additional General Terms and Conditions.

12. **Participation in Workshops and/or Retreats and Registration Fee**

A Participant may participate in a Workshop or Retreat after he or she has registered for it with yogaloft. Luxembourg in advance and paid the Price. Registration may be made by making the payment at the reception desk at the studio or through the Mindbody booking system. A place in the Workshop or Retreat is guaranteed after yogaloft. Luxembourg has received payment of the Price (or the Deposit if applicable). For some Workshops and Retreats, an "Early Bird Rate" applies. This reduced rate applies until the date specified in the Mindbody system. After this date the normal rate applies without exception.

13. **Payments and Prices**

The Price for a Workshop or Retreat can be found in the Mindbody booking system.

Payments for a Workshop or Retreat must be made before the Workshop or Retreat is held. Payments can be made at the reception desk at the studio or through the Mindbody booking system.

14. **Cancellation of Workshop Registration**

Any participation in a scheduled Workshop may be cancelled only in writing. Cancellations can be done by sending an e-mail to: hello@yogaloft.lu.

Until one (1) week before the scheduled Workshop date, the Participant may cancel his or her registration free of charge. The amount will be credited back to the Student's Mindbody account and can be converted for use in another Workshop, Retreat or yoga class.

If the Participant cancels his or her registration later than one (3) days before the scheduled Workshop, the registration fee is not refunded.

15. **Cancellation of Participation in Retreat**

Any participation in a scheduled Retreat may be cancelled only in writing. This can be done by sending an email to hello@yogaloft.lu.

The Retreat Participant may cancel his or her registration free of charge until 60 days before the scheduled Retreat.

Within 60 days before the scheduled Retreat, the Retreat Participant may cancel his or her registration, in which case 50% of the Price is charged.

If the Retreat Participant cancels his or her registration later than seven (7) days before the start of the Retreat, the Price already paid is not refunded.

If it turns out at the location of the Retreat that the Retreat Participant cannot participate in the Retreat for whatever reason, the Price already paid is not refunded.

yogaloft. Luxembourg reserves the right to cancel the Retreat if there are insufficient participants. In this case, the registration fee already paid by the Participants is refunded.

16. **Workshop Schedule**

The current Workshop Schedule can be found on the Website and in the Mindbody booking system.

yogaloft. Luxembourg reserves the right to change the schedule at any time. If possible, any changes are announced in advance.

yogaloft. Luxembourg reserves the right to cancel a scheduled Workshop in the event of force majeure (including illness or absence of the relevant teacher). In this case, the registration fee already paid is refunded.

17. Kids yoga

This is applicable for any Student under the age of 18.

By reserving a spot for your child (either by using the account in your own name or in the name of your child) you confirm you have read and accepted our terms and conditions as the Parent / Legal guardian.

As the Parent / Legal guardian of the child signed up for the class, you understand and agree to the following:

- a. The information about the Child provided at the studio is true and correct and you have full legal rights to enroll your child in a yoga class at yogaloft. Luxembourg.
- b. You understand that yoga includes physical movements, as well as relaxation. Kids yoga / Family yoga involves partner and group poses, as well as yoga games, and as is the case with any physical activity, the risk of injury cannot be entirely eliminated. You are fully aware of the risks and hazards involved by enrolling your child in a yoga program.
- c. It is your responsibility to consult with a physician prior to and regarding your child's participation in this yoga class. You agree that you alone take responsibility to decide whether your child /your attending family members and you yourself are fit to practice yoga. You also understand that supportive and encouraging touch, massage, and group interaction is an integral part of this class.
- d. In consideration of being permitted to participate in the yoga class, you agree to assume full responsibility for any risks, injuries, damage known or unknown, which your child might incur as a result of participating in the program.
- e. That your child is permitted to use the equipment supplied by yogaloft. Luxembourg provided at yours and your child's own risk.
- f. You release and discharge yogaloft. Luxembourg, its owners, yogaloft. Luxembourg teachers and volunteers from any and all liability, claim, demand or action that your child or you may have resulting from injury, death or damages arising from your participation in the yoga class/workshop, including loss that may be caused by the negligence of the released party. This includes participation in classes/workshops held away from the yogaloft. Luxembourg premises.
- g. You release and discharge yogaloft. Luxembourg, its owners, yogaloft. Luxembourg teachers and volunteers from any and all liability, claim, demand or action that your child or you may have related to the loss, theft or damage of any of my personal property from the yogaloft. Luxembourg premises.
- h. All class passes, and memberships are non-refundable, non-transferrable and may not be suspended at any time for any reason, including, but not limited to vacation, illness and injury.
- i. You recognize that this agreement of release and waiver of liability is a legal contract and that, by reading it carefully, you have complete knowledge of its contents.