GENERAL TERMS AND CONDITIONS

(Effective as 9th April 2024)

This document (hereinafter referred to as the "GTC")

contains the terms and conditions not included in the following individual contracts concluded by **Soulsisters Korlátolt Felelősségű Társaság** (registered office: 1026 Budapest, Torockó utca 11. 1st floor door 1, hereinafter referred to as "**Villa11 Club"**):

- the Club Membership Contract (the "Club Membership Contract") concluded with the member (hereinafter the "Member(s)"),
- the trial membership contract (hereinafter referred to as the "Trial Club Membership Contract") concluded with the person holding the trial membership (hereinafter referred to as "Trial Member(s)"); and
- a framework service agreement (hereinafter referred to as "Guest Contract") concluded with non-member guests (hereinafter referred to as "Guest(s)") for massage and body treatment services.

Unless otherwise provided in the individual contracts, the present GTC form part of the individual contract.

(The Member(s), Trial Member(s) and Guest(s) are hereinafter collectively referred to as the **Client(s).**)

(The individual contract(s) (Club Membership Contract, Trial Club Membership Contract and Guest Contract) are hereinafter collectively referred to as the "Contract(s)".)

Furthermore, Chapters 1, 2, Paragraphs 13-16, 24, Chapters 6-8 and 10 of these GTC also apply to persons with whom Villa11 Club has not concluded a Contract, but who, after registration, participate in an event organised by Villa11 Club.

1. AIMS AND TASKS OF VILLA11 CLUB

 Villa11 Club's main objective is to provide its Clients with a unique environment, a club-like venue offering high quality services, a place to spend their free time in a civilized way, to recharge their mind and body, and to meet each other and their guests. Villa11 Club strives to create a cooperative and intimate community where Clients respect and support each other.

2. STRUCTURE OF THE GTC

- 2. The GTC include Villa11 Club's Policy (*Annex 1*) and Code of Ethics (*Annex 2*) as well as Villa11 Club's Health Information (*Annex 3*).
- 3. Where any document of Villa11 Club (in particular GTC, Contract) contains a reference to the GTC, it shall also be understood as a reference to the Policy, the Code of Ethics and the Health Information.

3. CONCLUSION OF THE CONTRACT

- 4. Villa11 Club's Client may only be a natural person over the age of 14 who enters into a Contract with Villa11 Club and accepts the provisions of these GTC.
- 5. In addition to the provisions of the previous Paragraph, only persons with a permanent residence or registered place of abode in Hungary may become a Member.
- 6. Villa11 Club above shall enter into a Club Membership Contract or a Trial Membership Contract with a person who meets the conditions set out in Paragraphs 4-5 above, if the person has been offered membership by Villa11 Club following a recommendation by a Villa11 Club Member or if the person is invited and offered membership by Villa11 Club itself.
- 7. The Club Membership Contract is not conditional on the conclusion of a Trial Club Membership Contract, which is an option for the candidate member.
- 8. The conclusion of the Contract shall take place in person at Villa11 Club's registered office, except that Villa11 Club may also provide the possibility of concluding the Guest Contract online using the MotiBro application.

4. USE OF SERVICE

- 9. Only the Client is entitled to use the services provided by Villa11 Club after the conclusion of the Contract and, in the case of a Member or a Trial Member, after the payment of the membership fee within the scope of services specified in the Contract.
- 10. If a particular service is subject to booking and the Contract has not yet been concluded at the time of the booking, the prospective Client is obliged to conclude the individual Contract before the first use of the services of Villa11 Club. In the absence of a Contract duly concluded, the service cannot be used.
- 11. The Client can make electronic booking for services after registering in the MotiBro application used by Villa11 Club.
- 12. Participation in group and individual sessions and treatments organised by Villa11 Club is conditional on booking in advance through the MotiBro app. Booking is subject to availability and can only be finalised by accepting the GTC (including Villa11 Club's Health Information, Policy and Code of Ethics forming parts thereof) as well as Villa11 Club's Privacy Policy, executed by ticking the box in the app and clicking on the 'Accept' button. By accepting the GTC, the Client declares that he/she has read and understood the contents of the information on health risks. The application sends a confirmation if the booking for the selected class or treatment is successful. The Client acknowledges that certain services may not be used in the event of contra-indications specified in the Health Information.
- 13. In addition to the above, booking is required to participate in events organised by Villa11 Club and to use the salon on the middle floor of Villa11 for private meetings and negotiations. Upon successful booking, Villa11 Club will send a confirmation thereof. To finalise a booking for a person who is not legally bound to Villa11 Club,

the acceptance of the Policy, the Code of Ethics and Villa11 Club's Privacy Policy is required, which can be done by ticking the relevant box in the app and clicking on 'Accept'. Booking under this Paragraph can be made via the MotiBro app or the Villa11 Club website.

- 14. In addition to the booking, the payment of the fee for each service and the renewal of the club membership is also done through the MotiBro app, by debit/credit card. As a general rule, services are payable in advance at the time of booking. Individual Contracts may contain different provisions.
- 15. Online bank card payments are made through Barion's system. The bank card data will not reach the merchant. The service provider, Barion Payment Zrt., is a supervised institution by the Hungarian National Bank, license number: H-EN-I-1064/2013.
- 16. Villa11 Club issues electronic invoices pursuant to Section 175 of Act CXXVII of 2007 (hereinafter: "VAT Act"), to which the Clients agree by accepting these GTC. The electronic invoice shall be sent by Villa11 Club to the e-mail address provided by the Clients when registering in the application or indicated as the contact address when concluding the Contract.
- 17. The prices of Villa11 Club are in HUF and include the VAT contained in the VAT Act in force at the time. Prices are indicative; Villa11 Club reserves the right to change prices.
- 18. The services of Villa11 Club's may be suspended 4 (four) days a month on days of Villa11 Club's choice. During the suspension period, Clients shall not be entitled to use the services of Villa11 Club in whole or in part. Villa11 Club shall notify its Clients of the suspension by e-mail no later than 24 hours before the day of suspension and inform them of the reason for the suspension and of the suspension of the provision of the service in whole or in part.

5. OTHER PROVISIONS RELATING TO BOOKING AND CANCELLATION CONDITIONS

- 19. The Client acknowledges that, despite having indicated his/her intention to participate, he/she is only entitled to participate in the group class, individual session or treatment of his/her choice if the group class, individual session or treatment in question has not been previously booked by other persons and his/her booking has been confirmed by Villa11 Club. The Client acknowledges that Villa11 Club is not obliged to organise a new group class, individual session or treatment because the Client is unable to attend the previously announced event due to previous bookings.
- 20. The Client acknowledges that in case of late arrival, he/she is not entitled to an extension of the duration of the individual session or treatment.
- 21. The Client is entitled to cancel his/her appointment free of charge up to 12 hours before the group class, and up to 24 hours before the start of the individual session or treatment.
- 22. If the Client fails to attend the group class, individual session or treatment booked by him/her and does not indicate his/her cancellation within the deadline, Villa11 Club is

entitled to invoice the price of the individual session or treatment in question at full price (i.e. without the discount for the Member/Trial Member) with 15 days' payment term. In order to ensure the right of others to participate, the Client agrees to indicate that he/she is unable to attend the group, individual or treatment session, even if he/she has missed the 12 or 24 hour cancellation deadline.

- 23. Should the Guest fail to meet the cancellation deadline at least 3 times and does not show up at the time booked by him/her, Villa11 Club is entitled to exclude the Guest from any further provision of the services.
- 24. Villa11 Club is entitled to cancel a confirmed appointment prior to the start of the service. If a fee-based service cancelled by Villa11 Club has already been prepaid by the Client, Villa11 Club will credit the amount already paid by the Client to the Client's next booking for fee-based service(s).
- 25. In the case of events, Villa11 Club is entitled to cancel a confirmed booking prior to the start of the event. If a chargeable event cancelled by Villa11 Club has already been prepaid by the Client, the Client shall be entitled to a refund of the service fee.

6. CONDUCT REQUIREMENTS

- 26. Villa11 Club Clients are obliged to comply with Villa11 Club's relevant Policy and Code of Ethics, which are annexed to these GTC.
- 27. No digital content creation activity may be conducted in connection with the provision of any event, session, treatment or other service organised by Villa11 Club, except with the prior written permission of Villa11 Club. No photographs, video or audio recordings of any person on the Villa11 premises, of the Villa11 Club's staff, grounds, group classes or individual session, treatments, or in connection with any Villa11 Club services may be taken, nor may any content related to Villa11 Club be shared on social media or any other online or offline platform without the prior written permission of Villa11 Club.

7. RESPONSIBILITY

28. Villa11 Club is responsible for ensuring that the content it publishes and the services it provides comply with all legal requirements. Villa11 Club makes every effort to keep itself informed of the current legislation, in particular data protection rules, and to process its Clients' data accordingly. The up-to-date versions of the general Privacy Policy and the Privacy Policy on the Camera System are available on the Villa11 Club website, by scanning the QR code at the reception desk of the Villa11 Club or on paper upon request.

8. HANDLING COMPLAINTS

29. The Client has the right to lodge a complaint in relation to the provision of the services, either in writing or orally. Villa11 Club is obliged to investigate the Client's oral complaint promptly and to remedy it as necessary. If the Client does not agree with the handling of the complaint or if it is not possible to investigate the complaint

immediately, Villa11 Club shall immediately take a record of the complaint and its position on the complaint and shall provide the Client with a copy of the record, in the event of a complaint communicated in person or, in the event of a complaint communicated by telephone or other means, shall send it to the Client concurrently with the substantive reply provided for the Client within 30 days. Any and all oral complaints communicated by telephone or electronic communication service shall be assigned a unique identification number by Villa11 Club.

- 30. The record of the complaint shall contain the name and address of the Client, the place, time and manner of lodging the complaint, a detailed description of the complaint and a list of the papers, documents and other evidence presented by the Client, a statement by Villa11 Club of its position on the complaint (where an immediate investigation of the complaint is possible) and the signatures of the person who took the record and of the Client (in the case of a complaint made in person), the place and time of the taking of the record, and, in the case of a verbal complaint made by telephone or other electronic communication service, the unique identification number of the complaint.
- 31. Villa11 Club is obliged to investigate the Client's written complaint within 30 days of receipt and to provide a response in writing as well as to arrange for its communication. Villa11 Club shall state the reasons for its rejection of the complaint.
- 32. Villa11 Club is obliged to keep the record of the complaint and a copy of the reply for 3 (three) years in consumer protection cases and 5 (five) years in other cases.
- 33. Villa11 Club informs its Clients that in case of rejection of the complaint, they may submit any further complaints or disputes concerning the Contract between Villa11 Club and its Clients to the consumer protection authority or conciliation body competent for the place of residence or registered place of abode of the Client. In order to provide further information on the handling of individual complaints, Villa11 Club will be pleased to provide further information at the contact addresses specified in the GTC. Villa11 Club has not made a general declaration of submission to the Hungarian Chamber of Commerce and Industry.
- 34. Pursuant to Section 45/A of Act CLV of 1997 on Consumer Protection and Government Decree 387/2016 (XII. 2.) on the designation of the consumer protection authority, the competent general consumer protection authority is the government office of the capital or county of the Client's residence or registered place of abode.
- 35. Villa11 Club informs its Clients about the contact details of conciliation bodies:

| Name of conciliation body | Conciliation body's seat, address | Area of jurisdiction |
|--------------------------------|--|----------------------|
| Budapest Conciliation Board | Budapest Budapest Conciliation Board Address: 1016 Budapest, Krisztina krt. 99. Postal address: 1253 Budapest, Pf. 10 Phone number: (1) 488-2131 Website: www.bekeltet.bkik.hu E-mail address: bekelteto.testulet@bkik.hu | Budapest |

| Baranya County Conciliation Board | Pécs Baranya County Conciliation Board Address: 7625 Pécs, Majorossy Imre u. 36. Phone number: (72) 507-154; (20) 283-3422 Fax number: (72) 507-152 Website: www.baranyabekeltetes.hu E-mail address: info@baranyabekeltetes.hu kerelem@baranyabekeltetes.hu | Baranya county Somogy county Tolna county |
|--|--|--|
| Borsod-Abaúj- Zemplén County Conciliation Board | Miskolc Borsod-Abaúj-Zemplén County Conciliation Board Address: 3525 Miskolc, Szentpáli u. 1. Postal address: 3501 Miskolc, Pf. 376 Phone number: (46) 501-091 Website: www.bekeltetes.borsodmegye.hu E-mail address: bekeltetes@bokik.hu | Borsod-Abaúj-Zemplén county Heves county Nógrád county |
| Csongrád-Csanád County Conciliation Board | Szeged Csongrád-Csanád Conciliation Board Address: 6721 Szeged, Párizsi krt. (62) 554-250/118 extension Website: www.bekeltetes-csongrad.hu E-mail address: bekelteto.testulet@csmkik.hu | Békés county Bács-Kiskun county Csongrád-Csanád county |
| Fejér County Conciliation Board | Székesfehérvár Fejér County Conciliation Board Address: 8000 Székesfehérvár, Hosszúséta tér 4-6. Phone number: (22) 510-310 Website: www.bekeltetesfejer.hu E-mail address: bekeltetes@fmkik.hu; fmkik@fmkik.hu | Fejér county Komárom-Esztergom county Veszprém county |
| Győr-Moson-Sopron County Conciliation Board | Győr Győr-Moson-Sopron County Conciliation Board Address: 9021 Győr, Szent István út 10/a. Phone number: (96) 520-217 Website: www.bekeltetesgyor.hu/hu; www.gymsmkik.hu/bekelteto E-mail address: bekeltetotestulet@gymsmkik.hu | Győr-Moson-Sopron county County of Vas Zala county |
| Hajdú-Bihar County Conciliation Board | Debrecen Hajdú-Bihar County Conciliation Board Address: 4025 Debrecen, Vörösmarty u. 13-15. Phone number: (52) 500-710; (52) 500-745 Fax number: (52) 500-720 Website: /www.hbmbekeltetes.hu E-mail address: bekelteto@hbkik.hu | Jász-Nagykun-Szolnok county Hajdú-Bihar county Szabolcs-Szatmár-Bereg county |
| Pest County Conciliation Board | Budapest Pes County Conciliation Board Headquarters: 1055 Budapest, Balassi Bálint u. 25. IV/2. Postal address: 1364 Budapest, Pf. 81 Phone number: (1) 792 7881 Fax number: (1) 792-7881 Website: www.pestmegyeibekelteto.hu; www.panaszrendezes.hu E-mail address: pmbekelteto@pmkik.hu | Pest county |

36. In the event of a complaint, objection or suggestion regarding a product sold by Villa11 Club, Clients can register their suggestions and complaints in the Customers' Book available at the Villa11 reception.

9. UNILATERAL RIGHT OF AMENDMENT

37. In relation to Members and Guests, Villa11 Club may unilaterally amend the present GTC, including the Policy, Code of Ethics and Health Information, which are annexed hereto, at any time. Villa11 Club shall notify the Members and Guests of the amendment by e-mail at least 15 (fifteen) days before the amendment takes effect,

either by sending them the amended GTC or by notifying them that the amended

documents are available for viewing on the Villa11 Club website.

38. If the Client does not object to the provisions of the amended GTC within 15 (fifteen) days from the date of notification, the legal relationship between the parties shall be governed by the provisions of the new GTC and it shall be deemed to be accepted by the Client. If the Client objects to the amended provisions, Villa11 Club shall be entitled to terminate the existing Contract with immediate effect within 8 (eight) working days of receipt of the objection or, if it does not exercise this right, the

Contract shall be governed by the content of the GTC prior to the amendment.

39. The Client is obliged to read and fully comply with the amended GTC. The provisions of the GTC in force at the time are available by scanning the QR code at the reception

of Villa11 or on paper.

10. PLACE OF PERFORMANCE, OPENING HOURS, CONTACT DETAILS

40. Villa11 Club provides its services in the Villa11 building at 11 Torockó Street, 1026

Budapest.

Villa11 Club is open Monday to Friday 08:00-20:00, Saturday 08:00-14:00. Villa11 Club 41. informs its clients by email in case of any permanent changes to the opening hours

and publishes the relevant opening hours on its website www.villa11.com.

42. Villa11 Club is always available at the reception desk of the building during opening

hours, where it will also accept mails and packages sent by post.

43. For telephone enquiries, Villa11 Club can be contacted on the following number: +36

30 2711845

In case of email enquiries, Villa11 Club may be contacted at the email address: 44.

villa@villa11.com.

Annexes:

Annex 1: Policy

Annex 2: Code of Ethics

Annes 3: Villa11 Club Health Information

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