

## GENERAL TERMS AND CONDITIONS

The Roll Studio BV, statutorily located in Naarden and having its office at Huibert van Eijkenstraat, 1112 AW Naarden. Registered with the Chamber of Commerce under number 77807685 , operating under the trade name The Roll Studio.

Participant(s): Anyone who has entered into a Participant Agreement with The Roll Studio.

Participant Agreement: The agreement between The Roll Studio and a Participant.

Participant Conditions: These general terms and conditions, which are published on The Roll Studio Website and will be provided upon the first request from a Participant.

Credit: The credit or balance purchased by a Participant via the Website to book and/or attend a Class at The Roll Studio within the specified period (Termijn).

Class: Any (individual or group) class given by or on behalf of The Roll Studio at a The Roll Studio.

Personal Data: All data provided by a Participant to The Roll Studio as stated in the Participant Agreement.

Studio: Any studio operated by The Roll Studio, as shown on the Website.

Period: The period from the purchase of Credit within which a Participant has the right to participate in a Class or a limited number of Classes.

Website: The website of The Roll Studio: [www.therollstudio.com](http://www.therollstudio.com)

## ARTICLE 1 – GENERAL

1.1 Every Participant must familiarize themselves with these Participant Conditions of The Roll Studio. If a Participant Agreement exists between The Roll Studio and a Participant, these general rules form an integral part of it and are inseparable from it.

1.2 The entitlements derived from a Participant Agreement are strictly individual.

1.3 The Roll Studio retains the right to restrict the total number of registered participants, as well as modify the opening hours, Class schedules, class quantities, and fees.

1.4 The Roll Studio also retains the right to decline Participants in instances of subscription system misuse or misuse of The Roll Studio facilities, or due to inappropriate conduct.

1.5 It is mandatory to wear clean sportswear. The wearing of shoes in the Roll Machine areas is explicitly forbidden.

1.6 Every The Roll Studio location maintains a smoke-free environment.

1.7 The consumption of self-provided beverages and/or food at The Roll Studio is not permitted, except for the use of bottles or sealable plastic bottles containing water.

1.8 Individuals under the age of 16 are not permitted at The Roll Studio unless accompanied by their parent(s) and with explicit consent from The Roll Studio personnel. Leaving children unattended while the parent(s) attend class is also prohibited. Children under 16 are not allowed in the roll machine area. Any injury to or damage to the property of children resulting from unauthorized access to the Studio is the sole responsibility of the individual.

1.9 Pets are not permitted at The Roll Studio.

## ARTICLE 2 – APPLICABILITY

2.1 These Participant Conditions are applicable to all legal associations between The Roll Studio and a consumer (Participant) who has procured Credit and/or partakes in a Class provided or offered by The Roll Studio and/or Credit obtained by a consumer (Participant).

2.2 Upon procuring Credit or participating in a Class, the Participant implicitly consents to these Participant Conditions.

2.3 All clauses within these Participant Conditions are also established for the advantage of all directors of The Roll Studio and every individual employed by or contracted by The Roll Studio.

2.4 Any deviations from these Participant Conditions hold validity only if explicitly acknowledged in written form.

2.5 The Roll Studio retains the right to adjust these Participant Conditions at any given time. The most recent edition is always deemed valid and accessible on the Website. A duplicate of the Participant Conditions will be furnished upon request.

## ARTICLE 3– PARTICIPANT AGREEMENT

3.1 The Participant Agreement between the Participant and The Roll Studio is formed when the Participant (a) completes all required information as specified in the Participant Agreement and signs it, or (b) through mutual agreement, evident from the (online) registration of a Participant.

3.2 Following registration, the Participant will be provided with a login name and password for accessing The Roll Studio registration system, either during or immediately after the registration process.

3.3 The finalized Participant Agreement, along with these Participant Conditions, collectively outline the comprehensive rights and responsibilities of both The Roll Studio and the Participant, superseding any prior written or oral communications, agreements, or correspondences.

3.4 The Participant is responsible for timely providing all data indicated by The Roll Studio as desirable or reasonably necessary for the execution of the Participant Agreement.

3.5 An agreement between The Roll Studio and a Participant consists of one or more Credits, granting the Participant access to a limited number of Classes during a specified Period. Hence, Credits have a finite validity period, individually noted in the Participant's account on the Website. Upon expiration or depletion of Credits, the Participant cannot enroll in further Classes.

3.6 In the event of significant injuries, prolonged illness, pregnancy, or extended stays abroad, the validity of Credits may be suspended with written consent from The Roll Studio, which may require supporting evidence.

3.7 Credits and/or bundles of Credits automatically expire without automatic extension.

3.8 The Participant Agreement is non-transferable, and the Participant cannot assign the rights and obligations arising from it to third parties, wholly or partially.

3.9 Within 14 days of signing the Participant Agreement, the Participant has the right to withdraw from it.

3.10 If the Participant withdraws the Participant Agreement as per Article 4.9, a refund will be issued for all payments made to The Roll Studio, unless the Participant has already utilized the facilities or services.

3.11 If the Participant opts to purchase a new or additional Subscription with The Roll Studio, the terms of the Participant Agreement and these Participant Conditions remain in full force, unless otherwise agreed upon in writing.

3.12 Any alterations to an existing Participant Agreement require prior written consent from The Roll Studio and may entail associated costs for the Participant.

#### ARTICLE 4 – PARTICIPATION, CANCELLATION, AND RESCHEDULING OF CLASSES

4.1 To secure a spot, a member must first possess either a single class, multiple classes, or a membership. Purchasing classes or memberships online requires members to either register on this Website and Application using a personal email and password or, if already registered, log in to make purchases and reservations.

4.2 The expiration date for classes/credits is provided on the pricing page of the Website and Application, with future prices subject to potential changes.

4.3 The Roll Studio accepts payments via MasterCard, Visa, American Express, and Maestro.

4.4 Upon reservation submission, a member's credit/debit card will be charged for the order. The Roll Studio will not process charges made with incorrect, expired, or over-the-limit credit cards. In such instances, efforts will be made to contact the member. Failure to pay outstanding fees may result in suspension and/or termination of services or privileges. The member is liable for any external fees incurred by The Roll Studio in attempting to collect unpaid balances.

4.5 Participants must register in advance for a workout through the designated online system. Without registration, participation in a workout is not permitted.

4.6 Select the correct studio when booking; booking at one studio and attending another is considered invalid.

4.7 In addition to member rights regarding cancellation and refunds, a member may cancel a reserved spot in a class up to 8 hours before its start, with the unused class credited back for future use.

4.8 Promptness is essential; late arrivals may result in loss of Credit or No-show fees as participation after the class starts is not permitted.

4.9 A no-show fee of 7,50 euros applies to Unlimited Members who fail to cancel a booked class 8 hours in advance. Initial warning emails will be issued, followed by a Direct Debit if necessary.

4.10 The Roll Studio reserves the right to adjust training schedules and/or locations without providing reasons. Updated schedules and locations are always available on the Website.

4.11 Force majeure circumstances release The Roll Studio from its obligations. In cases of continued force majeure, The Roll Studio is excused from fulfilling the agreement.

4.12 If a Participant disrupts a workout of others to the extent that proper execution is hindered, The Roll Studio may exclude them from the workout, with resulting costs borne by the Participant.

4.13 To ensure fairness, if a Participant frequently cancels late within a two-week period, The Roll Studio may suspend online scheduling for two weeks, with all appointments removed from the agenda.

## ARTICLE 5 – CREDITS & MEMBERSHIP

5.1 Each bundle of Credits specifies the number of Class attendances permitted during the Term, with unused Classes automatically expiring at the end of the Term.

5.2 One Credit grants the participant access to one Class.

5.3 Members may temporarily freeze their active series for up to 4 one-week periods within a year, for reasons such as holidays, during which booking workouts is not possible.

5.4 Upon purchase of the first 4 weeks of membership, the Member enters into the membership for the agreed term as stated on the website and Application.

5.5 The Roll Studio offers three types of Unlimited Memberships:

- Unlimited Membership 1-year commitment: €200 per 4 weeks, with a minimum duration of 1 year and automatic renewal thereafter. Cancellation is possible after the first year with a 4-week notice period.
- Unlimited Membership Flex: €250 per 4 weeks, with a minimum duration of 4 weeks and automatic renewal thereafter. Cancellation requires a 4-week notice period.
- Unlimited Membership Upfront per year: €2250 per year, with automatic renewal. Cancellation is possible with a 1-month notice period before the end date.

5.6 Prices stated in Article 3.2 of these Terms and Conditions include VAT. The Roll Studio reserves the right to adjust rates due to changes in VAT.

5.7 Membership fees must be paid in advance for the entire 4-week term, either through SEPA Direct Debit, valid Credit Card, or via a pay-link issued to the Member's email address.

5.8 The Roll Studio may collect overdue payments and reserves the right to decline access to facilities or suspend membership until outstanding payments are settled.

5.9 Membership is non-transferable without permission from The Roll Studio. Requests for transfer must be submitted in writing to [info@therollstudio.com](mailto:info@therollstudio.com).

5.10 The Roll Studio may request identification from Members while on the premises.

#### Membership Termination

5.11 Membership cancellation requires a 4-week notice period at the end of the commitment period. The notice period begins after the end of the last payment term, with the membership remaining active during this period.

5.12 Cancellation requests must be made in writing to [info@therollstudio.com](mailto:info@therollstudio.com) and confirmed by the Member upon receiving the formal ending date from The Roll Studio.

#### Membership Freeze

5.13 Applicable only to Unlimited Membership 1-year commitment and Unlimited Membership Upfront per year. Members may temporarily freeze membership for up to two periods of no less than 2 weeks each within a year. During the freeze, booking classes or participating in events is not possible. To freeze membership, email [info@therollstudio.com](mailto:info@therollstudio.com).

## ARTICLE 6 – LIABILITY & RESPONSIBILITY

By using our services, the user agrees to accept these terms and conditions and acknowledges that The Roll Studio cannot be held liable for any damage, injury or loss arising from the use of our facilities or services.

### **6.1 Liability:**

The Roll Studio assumes no responsibility for injuries, accidents or other damages resulting from the use of our roll machines. Use of our facilities and equipment is entirely at the user's own risk.

### **6.2 User Responsibility:**

Users of our roll machines should be aware of their own physical limits and restrictions. It is the user's responsibility to ensure that they use proper techniques and that they observe their own health and safety while using our services.

Since a roller massage is several times stronger and more effective than regular massage, body rollers are not recommended for pregnant women or breastfeeding mothers, but it is not prohibited. When in doubt the user must always be advised by their medical advisor prior to using the machine. The Roll Studio assumes no responsibility for the possible side effects when using the machine pregnant or breastfeeding.

### **6.3 Side effects:**

Although our roll machines are designed to aid in muscle recovery and mobility, side effects may occur for some users, like mild headache, fatigue or muscle soreness. The Roll Studio is not responsible for any side effects or adverse reactions that may occur as a result of using our services.

### **6.4 Protection of Personal Property:**

The Roll Studio cannot be held responsible for theft, loss or damage to personal property located in our facilities. Users are advised to keep their personal belongings safe at all times and not to leave them unattended.

## ARTICLE 7 – SUMMARY

The following terms and conditions apply to your chosen session, packages or memberships:

### **Trial session**

- The validity of a Trial Session is 1 calendar month from date of invoice
- The Trial Session is available to new members only. Using a Trial Session with a different email address is not allowed.

### **1 session**

- The validity of "1 Session" is 3 calendar months from the invoice date.

### **5 pack**

- The validity of a "5 pack" is 3 calendar months from invoice date

### **10 pack**

- The validity of a "10 pack" is 6 calendar months from the invoice date

### **Unlimited Flex**

- Membership renews automatically. Cancel anytime with 4-week notice period.
- You agree that we may collect a monthly fee of 325 euros every 4 weeks on the
- Iban number you entered.
- Unlimited amount of sessions per month

**Closed reservations unlimited flex**

- Reservations can be made up to 45 minutes before the start of a session.

**Cancellation policy**

- Free cancellation can be made up to 8 hours before the start of the session.
- For 1 late cancellation within 1 day(s), a penalty of 7.50 € will be billed.

**Unlimited 1 year**

- By accepting the terms and conditions you agree that we may collect a monthly fee of 285 Euros from the Iban number you entered.
- Membership renews automatically.
- Minimum commitment period of 12 months
- You agree that we may charge a monthly fee of 285 euros every 4 weeks to the Iban number you entered.
- Unlimited number of sessions per month
- The validity of an "Unlimited 1 year" is 1 year from the invoice date

**Closed reservations unlimited flex**

- Reservations can be made up to 45 minutes before the start of a session.

**Cancellation policy**

- Free cancellation can be made up to 8 hours before the start of the session.
- For 1 late cancellation within 1 day(s), a penalty of 7.50 € will be billed.