

TERMS & CONDITIONS

1. About ShaSen

- 1.1. ShaSen's website at shasen.nl (**Website**) and fitness, coaching and nutrition services and products (**Fitness Products**) are owned or licensed by ShaSen ('**ShaSen**', '**we**', '**our**', or '**us**').
- 1.2. ShaSen offers a variety of Fitness Products which are promoted via the Website including but not limited to:
 - 1.2.1. The 1 Month challenge, delivered via online live sessions which can be joined by using your mobile device or computer;
 - 1.2.2. The 3 Month challenge, delivered via online live sessions which can be joined by using your mobile device or computer;
 - 1.2.3. The 6 Month challenge, delivered via online live sessions which can be joined by using your mobile device or computer;
 - 1.2.4. The 12 Month challenge, delivered via online live sessions which can be joined by using your mobile device or computer;
 - 1.2.5. Life coaching sessions, delivered via phonecall or videocall using mobile devices;
 - 1.2.6. Fitness workshops and seminars;
 - 1.2.7. A range of products including apparel, equipment and gift vouchers; and
 - 1.2.8. Access to private Facebook forums for participants in a particular program.
- 1.3. ShaSen does not offer face to face personal training and does not offer individually tailored exercise, fitness or nutrition advice.
- 1.4. The exercise programs and nutritional guides provided by ShaSen (**Programs**) are generic programs based on the goals for fitness or weight loss. We do not provide individual nutrition or exercise advice.
- 1.5. After purchasing a ShaSen Program that is provided via live online group sessions; the purchaser will be granted the selected amount of months to access our online live platform at the specific provided days and time. At no time will this access be extended unless you are diagnosed with a medical condition (including pregnancy) after you have purchased the Program which prevents your participation in that Program. In the event that you are suffering from a medical condition you must submit evidence of that medical condition to ShaSen, info@shasen.nl as soon as you find out that you are unable to continue the program.
- 1.6. The Programs do not take into consideration your medical conditions, whether you are pregnant or breastfeeding or any other health or medical issues individual to you.
- 1.7. Before starting any exercise or weight loss or reduction program including those supplied by ShaSen, you should make sure that you are not underweight, that you are physically able to participate in any Program part of a Fitness Product and you must seek advice from your medical practitioner before starting a Program.
- 1.8. If you suffer from, or may suffer from, a medical condition or health concern, or if you are pregnant or breastfeeding, then it is especially important that you consult your medical practitioner before taking part in a Program.
- 1.9. ShaSen does not guarantee any particular outcome as a result of your participation in a Program or use of meal plans or nutrition guides or other Fitness Products.

2. Terms of Use

- 2.1. By registering an Account with us, or using or accessing the APPs and Website you will be acknowledging and agreeing that you:
 - 2.1.1. have read and understood these terms and conditions and agree to be bound by them;

2.1.2. consent to the use of your personal information for the purposes set out in these terms and use of the APPs generally; and

2.1.3. consent to receiving communications from us as outlined in paragraph 5 of these terms.

2.2. ShaSen may amend its terms and conditions from time to time and will post its amended terms on the Website and APPs. The date of posting the amended terms on the Website and the APPs will be the date the new terms come into effect and apply to you. Your continued use of the Website and the APPs, Fitness Products and purchase of goods and services from ShaSen after posting of the amended terms will indicate your acceptance of the amended terms.

3. Registration on a Program and license

- 3.1. Customers must be at least 18 years old in order to register an Account, use or access a Fitness Product or participate in a Program.
- 3.2. Purchase of a Fitness Product is for you as a single user only. You may not authorize third parties to use any Program, or other digital product or service supplied by us to you via your Account.
- 3.3. Upon purchase of an e-book, meal plans or nutrition guides you are entitled to download and print one copy of the item only and breach of this term will entitle us to terminate the agreement with you without refund.
- 3.4. On registration on a Program, ShaSen grants you a limited non-exclusive, non-sublicensable, non-transferable and revocable license to use the materials provided with the Program in accordance with these terms and conditions and solely for your personal use and enjoyment.

4. Paying for Programs and refunds

- 4.1. Customers must pay for all Fitness Products and other goods or services ordered through the Website at the time of purchase using the credit card payment facility or via PayPal in the Website.
- 4.2. In the event that you are diagnosed with a medical condition (including pregnancy) after you have purchased the Program which prevents your participation in that Program, we will provide you with a refund of the fee for the relevant Program or component that you are unable to complete, calculated on a pro rata basis upon receipt of written evidence from your medical practitioner that you cannot participate in the Program due to your medical condition. In the event that you are suffering from a medical condition you must submit evidence of that medical condition to ShaSen, info@shasen.nl as soon as you find out that you are unable to continue the program.
- 4.3. No other refunds are available in respect of Fitness Products or Programs.

5. Exchanges

- 5.1. We offer quick and simple returns regarding our physical products, so if you aren't 100% satisfied with your online order, we are more than happy to offer an exchange. You will be required to return your purchase up to 30 days from the day you purchased it in order to receive an exchange.
- 5.2. Simply email ShaSen to organize a return, orders@shasen.nl.
- 5.3. Please note that the customer is responsible for any postage fees for returns except in cases where the item is confirmed to be faulty by our team.

6. Faulty Equipment

- 6.1. ShaSen has the right to assess the age and condition of returned merchandise that has been used prior to processing a refund or exchange. Unless the merchandise is deemed a genuine manufacturers fault, exchanges and refunds will not be provided after use. For online orders, simply email ShaSen to organize a return, orders@shasen.nl.

7. Privacy

- 7.1. ShaSen is committed to protecting your privacy.
- 7.2. When you register an Account or purchase a Fitness Product, we will have access to personal information about you, such as information relating to your finances. We will protect this information and only use, disclose or deal with this information in accordance with our Privacy Policy.

- 7.3. Any personal information you provide to us will be collected for the primary purpose of providing you with access to and use of the Website and participation in Programs and use of Fitness Products.
- 7.4. If we are required by law or if necessary for debt collection reasons, your personal information may be disclosed to a third party.
- 7.5. ShaSen conducts its business across The Netherlands and the world and may need to share personal information with third parties for the purposes of providing the ShaSen goods and services and conducting its business (Purposes).
- 7.6. Customers consent to the disclosure of their personal information for the Purposes including to overseas recipients.
- 7.7. Overseas recipients may include entities providing services to us (including computer servers) based in India or worldwide.
- 7.8. We may use SMS and/or email to communicate with you. From time to time, we may send you information about ShaSen by post, email, telephone call or SMS.
- 7.9. We may need to contact you to:
- 7.9.1.administer accounts and process payments;
 - 7.9.2.communicate with you regarding any issues affecting your registration on a Program or use of the APPs or Fitness Products;
 - 7.9.3.provide information on services and benefits available to you through the APPs;
 - 7.9.4.provide reminders of Program key dates;
 - 7.9.5.provide you with our periodic newsletters and updates about our services or special offers available to you; and
 - 7.9.6.conduct market research or surveys to improve the services provided by ShaSen.
- 7.10. If you do not wish to receive any communications or SMS reminders from us, please advise us or alternatively follow the 'unsubscribe' instructions provided in the communication. Customers acknowledge that if they opt out of receiving SMS or other communications from us, this may adversely affect your use of the APP or participation in a Program.
- 7.11. ShaSen may disclose your personal information (including your contact details) to its professional advisers, a claims processor or an insurer if there is a Claim, a dispute, an investigation by any police authority or any governmental body or similar agency.

8. ShaSen Rules including for use of social media

- 8.1. Customers must:
- 8.1.1.ensure that their login details for the Website and any APP (including usernames and passwords) are kept confidential and not disclosed to any other party;
 - 8.1.2.notify ShaSen immediately if you suspect or know that your Account has been accessed without your authority;
 - 8.1.3.accept responsibility for all activity on your Account or Program which takes place using your login or password;
 - 8.1.4.not use the APPs, a Program, Fitness Product or the Website for any illegal purpose;
 - 8.1.5.not undertake any activity which uses, exploits or affects the Brand or the ShaSen Intellectual Property except for the purposes of your personal participation in a Program or personal use of any goods or services purchased through the Website;
 - 8.1.6.not interfere with the enjoyment of another Customer;
 - 8.1.7.not perform any fraudulent activity in connection with the APP's, a Program or the Website;
 - 8.1.8.not knowingly introduce viruses, trojans, worms, logic bombs or other material which is malicious or potentially damaging to our technology.

- 8.2. Some Programs offer participation in private Facebook forums. Customers agree that at all times when participating in such forums or when posting about ShaSen on any social media platform they will:
- 8.3. treat other Customers and ShaSen (and its staff and contractors) with dignity, support and respect;
- 8.4. not display or engage in activity that facilitates illegal activity;
- 8.5. not post, publish, distribute or display sexually explicit images or words;
- 8.6. not promote violence; and
- 8.7. not post, publish, distribute or display disparaging, humiliating, threatening, defamatory, harassing, abusive or discriminatory content.
- 8.8. ShaSen reserves the right, in its absolute discretion, to remove any social media content and any information posted on any APP or website or social media forum which ShaSen considers breaches the rules set out in this agreement.
- 8.9. Customers are responsible for obtaining and maintaining the data network access to use the Website and Programs. Customers are also responsible for updating their devices to enable use of the Website and Programs and APPs and any updates to the APPs or the Website.
- 8.10. Customers are responsible for ensuring that the premises at which exercise programs are undertaken are safe, clean and suitable for the purpose of undertaking the Program or use of other Fitness Product.

9. Suspension or termination of your Account or use of the APP and Website

- 9.1. ShaSen may suspend or terminate your Account or registration on a Program at any time should it consider that you have breached these terms and conditions or it is otherwise appropriate to do so.
- 9.2. ShaSen will suspend or terminate the Account by written notice to the User (which will include notice by email). This may include but is not limited to when a User is being investigated by ShaSen or where the Customer is believed to be displaying, or engaging in activity that facilitates illegal activity, depicts sexually explicit images, promotes violence, threatening, defamatory, harassing, abusive or discriminatory content.
- 9.3. ShaSen may amend or remove your membership of any Facebook or other social media groups associated with a Program, or any posts you place on such social media platforms at any time at its absolute discretion.
- 9.4. Customers may stop using a Program, the APPs and the Website at any time.

10. Complaints

- 10.1. Customers may make a complaint about any goods or services supplied by ShaSen or any other matter concerning ShaSen by email to info@shasen.nl.
- 10.2. Customers must use the subject line 'Complaint' on the email and must outline the complaint in detail including the nature of the complaint, and attach copies of any documentation which supports the complaint.
- 10.3. ShaSen will investigate the complaint and endeavour to respond within 14 Business Days.

11. Risk Warnings and Disclaimers

- 11.1. You acknowledge and agree that there are patent and obvious risks in undertaking fitness and exercise routines and programs and that whilst taking part in Programs or accessing or using any Fitness Products, including participating in any seminar or personal or group fitness activity. You may be at risk of death or personal injury including broken bones, soft tissue injuries (including injuries to muscles, tendons, ligaments, fascia (connective tissue), nerves, fibrous tissue and blood vessels), joint injuries, heart, lung and breathing problems (and aggravating a pre-existing condition or injury) due to:
 - 11.1.1. known or unknown health problems or previous injuries;
 - 11.1.2. pregnancy;
 - 11.1.3. engaging in activity which is too strenuous for your level of fitness and health;
 - 11.1.4. tripping or slipping – including over fitness equipment both at home and in a gym; and
 - 11.1.5. attempting an activity which is beyond your exercise capability.

- 11.2. You understand that any exercise and nutrition guides offered, conducted or promoted by ShaSen are not individually tailored to your personal circumstances and you must seek advice from your medical practitioner before following any particular advice or plan or participating in a Program.
- 11.3. ShaSen does not guarantee that the Website and APPs will function on any particular device and Customers acknowledge and agree that the Website and APPs may suffer from malfunction or delays from time to time and that this is an inherent risk of such internet and electronic based systems.

12. Our liability to Customers

- 12.1. **(Statutory Guarantees):** The Dutch Consumer Law contained in the *Competition and Consumer* provides certain guarantees which generally require that services supplied to you:
- 12.1.1. are rendered with due care and skill;
 - 12.1.2. are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier and might reasonably be expected to achieve any result you have made known to the supplier; and
 - 12.1.3. are supplied within a reasonable time (when no time is set).
- 12.2. **(Permitted exclusion):** However, the CCA permits a supplier of recreational services to ask you to accept some limitations on those statutory guarantees. Accordingly, to the extent permitted by section 139A of the CCA, you acknowledge and agree that we exclude all liability to you for death or injury resulting from a failure by us to comply with any statutory guarantee. In the previous sentence, "injury" means:
- 12.2.1. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - 12.2.2. the contraction, aggravation or acceleration of a disease; or
 - 12.2.3. the coming into existence, the aggravation, acceleration or recurrence of any condition, circumstance, occurrence, activity, form of behavior, course of conduct or state of affairs in relation to you that is or may be harmful or disadvantageous to you or the community, or that may result in harm or disadvantage to you or the community.
- 12.3. **(Reckless conduct):** The exclusion of liability does not apply if you have suffered any significant personal injury that is caused by our reckless conduct (within the meaning given to those terms by the CCA).
- 12.4. Please note that nothing in this agreement excludes, restricts or modifies any term, condition, warranty, guarantee, right or remedy (including under a statutory guarantee) which cannot be lawfully excluded, restricted or modified.
- 12.5. Otherwise, and except as expressly included in this agreement, all implied terms, conditions, warranties, rights or other additional obligations that can be lawfully excluded are excluded from this agreement. In particular, but subject to the preceding paragraph, we are not liable for:
- 12.5.1. negligence;
 - 12.5.2. breach of terms implied that services will be provided with reasonable care and skill at common law that in either case results in your death or injury in connection with or under this agreement, but to avoid doubt we do not exclude liability for our reckless conduct.
- 12.6. ShaSen will not be liable for any loss or injury attributable to:
- 12.6.1. your fault;
 - 12.6.2. a third party unconnected with the provision of goods and services provided by us (such as the owner or premises where you undertake a Program);
 - 12.6.3. any loss or damage caused by a distributed denial of service attack, viruses or other technologically harmful material that may infect your computer equipment, device, programs, data or other material due to your use of the Website, an APP or your downloading any material such as e-books or other material on the Website, or any website linked to it;
 - 12.6.4. the conduct or actions of Customers online or offline or their use of the Website or APPs;
 - 12.6.5. the suitability of a Program or Fitness Product purchased by you;
 - 12.6.6. unauthorized access or use of your Account by third parties;

12.6.7. any website links contained on the Website or an APP to external organizations or advertisements or the use of such an external organization's website or App. Parent; or

12.6.8. events which neither we, nor our suppliers or agents could have foreseen or forestalled, even if we had taken reasonable care.

12.7. We are not liable if you ignore our requirement set out in these terms, or at any other time, to seek medical or other professional advice.

13. Warranties (by Customers)

13.1. You represent and warrant to ShaSen that:

13.1.1. you are 18 years old or over;

13.1.2. you have sought and obtained advice from your medical practitioner before commencing any Program or following any meal plan or nutrition guide supplied by us;

13.1.3. all information and documentation provided to ShaSen from time to time is true and accurate and not misleading in any respect;

13.1.4. you will exercise in a place which is safe and suitable for the Program; and

13.1.5. you will abide by these terms and conditions at all times.

13.1.6. you will be responsible for the management of any food allergies or intolerances.

14. Limitation / exclusion of liability

14.1. Customers acknowledge and agree that ShaSen excludes all liability to Customers to the maximum extent permitted by law including the Dutch Consumer Law contained in the Competition and Consumer.

14.2. All implied terms, conditions, warranties, rights or other additional obligations that can be lawfully excluded are excluded from this agreement. In particular, we are not liable for:

14.2.1. negligence or fault of Customers;

14.2.2. the acts or omissions of a third party unconnected with the provision of goods or services by ShaSen;

14.2.3. any defect in or complaint about the quality, suitability or availability of a Program or Fitness Product;

14.2.4. delays in the functionality of, or inability to access the Website or an APP (and to this end ShaSen does not guarantee or warrant that the Website or the APP will be uninterrupted or error free); and

14.2.5. any behavior by a Customer towards another Customer or third parties which is defamatory, libelous, unlawful or offensive way towards other Customers or third parties.

14.3. We are not liable for your failure to observe any dietary restrictions connected with a food allergy or intolerance, whether known or unknown.

14.4. Customers agree and accept that the entire risk arising out of your use of the Website and participation in Programs and use of goods and any other services purchased through the Website remains solely with Customers to the maximum extent permitted by law.

14.5. ShaSen will not be liable for an indirect, incidental or consequential damage including loss of profits, lost data or lost Customer Content, personal injury, death or property damage in connection with or referable to a Customer's use of the Website or APP or other goods or services provided in connection with or referable to the Website and any Program.

15. Indemnity

15.1. Customers agree to indemnify and hold ShaSen and its officers, directors, employees and agents harmless from any and all Claims arising out of or in connection with:

15.1.1. a Customer's use of the APP or participation in Programs;

15.1.2. use of products purchased through the Website;

- 15.1.3. a Customer's breach of these terms and conditions;
- 15.1.4. our use of your Customer Content;
- 15.1.5. a Customer's breach of duty of care, or negligence towards another Customer; or
- 15.1.6. a Customer behaving in a defamatory, libelous, hateful, aggressive, violent, obscene, unlawful or offensive way towards other Customers or third parties.

16. Notice

- 16.1. We may give notice to you by email to your email address in your Account or by written communication to your address as set out in your Account, Customers may give notice to us by email to info@shasen.nl.

17. Assignment

- 17.1. ShaSen may assign or transfer the rights and benefits under this agreement and sub-contract our obligations under this agreement to a third party in whole or in part at any time without the approval of the Customer.
- 17.2. ShaSen may transfer ownership of the Programs, APPs, and the Website at any time without the consent of the Customer and the Customer hereby consents to the transfer and disclosure of his or her personal and sensitive information (including health and financial information) to any purchaser of ShaSen or its business and assets.

18. Severance

- 18.1. If any provision of these terms is found to be illegal, invalid or unenforceable, in whole or in part, under any law, then such provision or part of it will be deemed not to form part of these terms and the legality and enforceability of the other provisions of these terms will remain unaffected and enforceable.

19. Entire Agreement

- 19.1. These terms constitute the entire agreement between ShaSen and Customers and replaces and supersedes all other prior agreements or undertakings between the parties.

20. Intellectual Property and Ownership

- 20.1. The APP, the ShaSen logo and trade marks, the Brand and these terms and conditions, the content of Programs, Website, Fitness Products, nutrition guides and e-books and any materials we provide to you in connection with the APP or a Program (**ShaSen Intellectual Property**), will at all times remain our property and are subject to copyright and other intellectual property rights under Dutch law, international conventions and other laws.
- 20.2. You undertake not to copy, publish or reproduce in whole or in part, the ShaSen Intellectual Property except as is expressly permitted by these terms and conditions.

21. Governing laws

- 21.1. These terms and conditions will be governed by and construed in accordance with the laws of the state of Amsterdam, The Netherlands.
- 21.2. All parties hereby submit to the jurisdiction of the Courts of Amsterdam, the Netherlands.

22. Your acknowledgements and consents

- 22.1. By registering an Account you acknowledge and agree that:
 - 22.1.1. you have read and understood these terms and conditions and agree to be bound by them;
 - 22.1.2. you are responsible for all costs incurred by you with respect to your usage of the Programs, e-books, and APP's on a mobile device including data usage fees and other telecommunications fees;
 - 22.1.3. you give permission for ShaSen to disclose your personal information in accordance with these terms and conditions; and

22.1.4. you consent to receiving any communications from us as outlined in section 5 above however you may opt out at any time.

23. Definitions

23.1. In these terms and conditions the following words have the following meanings:

Account means a Customer's Account registered through the Website;

ShaSen Intellectual Property has the meaning given to it in clause 18.1 above;

Brand means the distinctive appearance, image, goodwill and reputation that attaches to the Website, APP's and all other materials supplied through the Website, the ShaSen trademarks and the application of the trademarks and the ShaSen Intellectual Property to goods, services and premises and includes the distinctive image, Brand positioning and customer appeal created by the appearance, layout, general ambience and presentation of the Website, the APPs and goods and services provided through the Website;

Business Days means any day (excluding Saturdays and Sundays and public holidays) on which banks are open for business in Amsterdam, The Netherlands;

Claim means all claims, liabilities, debts, costs, expenses or obligations, whether actual or contingent, present or future, quantified or unquantified, damages, demands, suits, actions and causes of actions, including legal fees on a solicitor and own client basis, other professionals' and experts' fees, and court or dispute resolution costs;

Customer means any person who registers an account on the Website;

Customer Content means any words, images, links or other content posted by a Customer on the Website, any APP, Facebook or any other social media forums; and

Privacy Policy means the ShaSen privacy policy displayed on the Website from time to time.