

# TERMS & CONDITIONS

Power Break  
Version as of April 2, 2021



If you use our services or products, we like to have clear and transparent arrangements in place. By accepting Power Break's services, you declare that you accept these terms and conditions and will act in accordance with them. The terms and conditions can be found at [www.powerbreak.net](http://www.powerbreak.net) or can be requested via [info@powerbreak.net](mailto:info@powerbreak.net).

## ARTICLE 1: DEFINITIONS

**Power Break:** By this we mean Power Break, established in The Netherlands, Garderen and registered with the Chamber of Commerce under number 81607644, and / or the services we offer under the name Power Break.

**Session / Power Break:** Online movement sessions of 15 minutes, unless explicitly stated otherwise in individual cases, to be followed at home or at the office with colleagues.

**Customers:** The natural or legal person who has entered into agreement with Power Break.

**Participants / Employees:** The participants of the sessions are the employees of the our customers. They follow the online sessions from home or office.

**Start date:** The agreement takes effect on the day the contract starts.

**Engagement agreement:** the agreement that arises between Power Break as the contractor and the customer as the client by signing the quotation / contract. These general terms and conditions are an inseparable part of the agreement.

## ARTICLE 2: BECOMING A CUSTOMER

- a. You are welcome to become a customer at Power Break. This can be done by requesting and signing an agreement after agreeing on a frequency and timeframe for the sessions.
- b. If you become a Power Break customer, you will owe us a fee at the end of each month. If you do not meet your payment obligation, Power Break may decide to unilaterally terminate the agreement without observing a notice period.
- c. Being a customer is subject to the following conditions:
  1. The sessions are provided online with the customer's communication system. It is the customer's responsibility to invite Power Break and the participants to the sessions.
  2. This invitation must contain the name or a recognition of the customer.
  3. The sessions last 15 minutes, unless explicitly agreed otherwise in writing in an individual case.
  4. During the session, participants will be guided to perform strengthening and stretching exercises.
  5. Participation in the session is entirely at the risk of the customer and participant.
  6. Power Break provides a trainer who guides the session.
  7. The client ensures safe conditions for the employees during the sessions.
  8. Sessions that are scheduled on a Dutch national holiday will be canceled. These will not be recovered. The subscription price remains unchanged.

## ARTICLE 3: SUBSCRIPTION AND DURATION

- a. We have several packages, all details of which can be found on our website.
- b. When requesting the prices, you can indicate for which package you want to enter into an agreement. You can enter into all our subscription types for either 1 year fixed with an automatic extension for an indefinite period or, as a flexible variant, for either 3 or 6 months with an automatic extension for an indefinite period. You can choose this flexible variant for an additional payment. In addition, you can choose for each duration whether you want to pay it in advance or per month.

## ARTICLE 4: FEES AND PAYMENT

- a. All packages have their own fee, which can be found on the website. All prices stated on the website are exclusive of VAT tax, and thus are to be increased with VAT tax.
- b. All amounts agreed in the contact are immediately due and payable.
- c. If you opt for an agreement for a year with full prepayment, the first annual payment will be made at registration by means of an online payment. If the agreement has been extended for an indefinite period, it can be terminated in writing at any time with a notice period of 2 months and if applicable, the overpaid fee will be returned when the agreement is terminated.
- d. If you opt for payment per month for an agreement for one year or for an agreement that can be terminated flexibly, the first payment at registration will be made by an online payment at the end of the month and at the rates determined for this per month.

e. If you do not meet your payment obligation, you will be in default by operation of law. At that time we can charge collection costs and we can hand over the claim to a third party. We can also terminate the agreement with immediate effect. At that time you owe all fees that should be paid during the term of the agreement plus the collection costs that will be charged.

f. Once per year, on the 1st of January, we are able to increase our fees by a maximum of 5%. If we make use of this, it shall not give a right to terminate the agreement, unless the fee increase is made within three months after the agreement has been made or is higher than 5%. Fee adjustments due to government measures can be implemented immediately regardless of the amount and do not provide a right to annulment.

g. If you do not make use of the agreement, the subscription fee shall not be returned to you.

## ARTICLE 5: TERMINATION OF SUBSCRIPTION

a. If you have entered into an agreement for the duration of one year, you can cancel it in writing no later than 30 days before the end of the term. If you do not do this, the agreement will be extended for an indefinite period and can then be terminated at any time with due observance of a notice period of 2 months.

b. If you have entered into an agreement that can be terminated flexibly, you can terminate it at any time, subject to a notice period of 2 months.

c. You can cancel your agreement by sending an email to [info@powerbreak.net](mailto:info@powerbreak.net).

d. If you illegally allow people outside your organization to access the sessions, for example by forwarding them the link for the virtual meeting, Power Break can charge the value of a monthly fee as a penalty and stop the sessions until this fine has been paid. Housemates are excluded from this and are always allowed to participate. In case of multiple violations, Power Break can terminate the agreement.

## ARTICLE 6: RISK AND LIABILITY

a. Practicing sports can involve risks. If you use or give the opportunity to make use of our sessions, the participants themselves must assess what they can handle. We do not offer active personal guidance. You can use the tips and advice we provide in our sessions, but the participants themselves always remain responsible for the way in which they exercise and the choices they make. When in doubt about physical conditions, we recommend that you or the participant seek expert advice from a doctor or specialist to determine what is the right and feasible way to move for you.

b. Power Break and our employees are not liable for material or immaterial damage as a result of an accident or injury that you or a participant suffers during our sessions, unless there is gross negligence or intent on the part of Power Break. The customer indemnifies Power Break against any claims from the participants who participate in one or more sessions via the customer's link.

## ARTICLE 7: COMPLAINTS

We do our utmost to satisfy our customers. If you have any complaints, we regret it, but of course we would like to hear from you. You can of course contact our team via [info@powerbreak.net](mailto:info@powerbreak.net).

## ARTICLE 8: PERSONAL DATA

We have your personal data in order to implement your agreement. Power Break processes your personal data in a proper and careful manner and within the frameworks of the applicable laws and regulations, such as the General Data Protection Regulation (GDPR).

## ARTICLE 9: POWER BREAK CONTACT DETAILS CUSTOMER SERVICE

- a. You can get in touch with our customer service department through: the contact form on [www.powerbreak.net](http://www.powerbreak.net) or via [info@powerbreak.net](mailto:info@powerbreak.net).
- b. You can find more information on the Power Break website: [www.powerbreak.net](http://www.powerbreak.net).

## ARTICLE 10: APPLICABLE LAW AND DISPUTES

- a. Only Dutch law is applicable to these terms and conditions and all agreements entered into by or with Power Break.
- b. All disputes arising on the basis of the agreement between the customer and Power Break will be assessed by the competent court in the district where Power Break is located in accordance with the registration in the trade register.