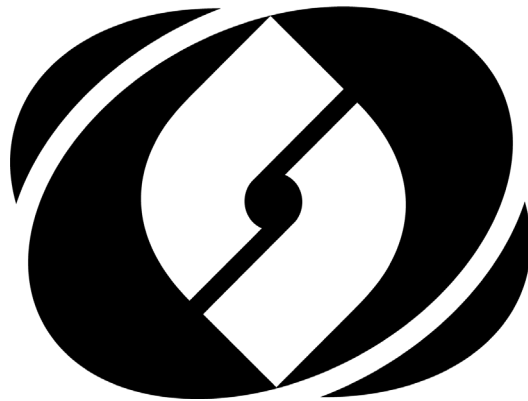


# SALSATION FITNESS' TERMS AND CONDITIONS

For PARTICIPANTS

May 2023



SALSATION FITNESS LTD

April 2023

## SALSATION FITNESS' TERMS AND CONDITIONS

These General Terms and Conditions (hereinafter referred to as the "**T&C**") govern the downloading, access, navigation and use of the SALSATION FITNESS mobile application and the <https://www.salsationfitness.com/en/> Platform (hereinafter referred to jointly as the "**Platform**").

These T&C are aimed exclusively at users registered on the Platform.

### **1. Background information and access**

In compliance with the duty of information contained in Article 10 of Law 34/2002, of July 11, Services of the Information Society and Electronic Commerce, we detail below the data of the owner of the Platform:

- **Company name:** SALSATION FITNESS LTD.
- **Address:** 2601 Universal Trade ctr 3-5a Arbuthnot rd. Central, Hong Kong.
- **Contact Email:** [privacy@salsationfitness.com](mailto:privacy@salsationfitness.com)

We call "**Users**" of the platform to any person registered or using the platform.

Taking into account the above, we call "**Professionals**" to the users of the Platform who have the possibility to teach different types of courses offered on the Platform.

There are four different types of Professionals on SALSATION FITNESS: **(i)** Master Trainers, **(ii)** Elite Trainers, **(iii)** Elite Instructors and **(iv)** Instructors.

Likewise, we call "**Participants**" to the users of the Platform who have the possibility to buy and enjoy the different types of courses published and offered on the Platform.

In this sense, there are three types of courses that can be offered through the Platform:

- The course of certification (hereinafter, "**Certifications**")

Certifications are the courses that can be only given by the Master Trainers, and in which the Participant has the possibility to become a SALSATION FITNESS' Instructor.

Duration: 16 hours max.

- The workshops (hereinafter, the "**Workshops**")

The Workshops are courses that can be only given by Master Trainers and Elite Trainers. These Workshops are more technical courses in which the Master and Elite Trainers teach the Participants choreographies following the SALSATION FITNESS' methodology in a very specific and technical way.

Duration: 4 hours max.

There forementioned courses together are named as the "**Events**". Each Event has three different programs: the SALSATION, the ROOTZ and the CHOREOLOGY.

- The courses given by the Professionals independently (hereinafter, the "**Independent Classes**")

The Independent Classes are courses given by any of the forementioned Professionals, either within the Platform (for what each Professional has to pay a membership to be allowed to post their Independent Classes on the Platform), and outside the Platform, in which the Participants can learn different dance skills and do exercise while enjoying the classes.

Duration: 45 minutes max.

Therefore, and having into account the above, SALSATION FITNESS provides the Platform to bring both the Users who give the Certifications, Workshops and Independent Classes through the Platform (hereinafter referred all together as the "**Professionals**") and the Users interested in acquiring any of these types of classes (depending on whether they want to acquire a certification as a SALSATION FITNESS trainer or if they simply want to learn some type of dance skills) (hereinafter, referred all together as the "**Participants**").

Registration in the Platform for the Participant is free of charge in accordance with the provisions of these T&C. Once registered on the Platform, will hold the status of Participant User in the same.

In other words, the Participant will not have to pay any amount for his/her registration on the Platform but will only pay the price stipulated for each Certification, Workshop or Independent Class offered by each Professional on the Platform, in accordance with the section "**Price Policies and Payment Methods**" specified below in these T&C. Taking into account the above, and once registered on the Platform, this user will have the status of user Participant in the Platform.

It is expressly stated that SALSATION FITNESS only makes available to all its Users, through the Platform, a virtual space for linking Professionals and Participants (hereinafter the "**Service**"). In the event that one or more Participants or any third party initiates any type of claim or legal action against any of the Professionals in relation to their personal Independent Classes, each and every one of those involved in said claims or actions exempts SALSATION FITNESS and its directors, managers, employees, agents, operators, representatives and attorneys-in-fact from all liability.

These are the only T&C applicable to the use of the Platform (without prejudice to the fact that for certain services there may be special conditions), and the purchase of the Services offered therein.

## **2. SALSATION FITNESS' Statement**

SALSATION FITNESS declares and manifests that it makes available a technological Platform that allows the Users to be linked in an immediate way, allowing the Participants to have the possibility of receiving and enjoying the different types of dance Events and Independent Classes offered on the Platform and given by the different Professionals.

Likewise, SALSATION FITNESS expressly states through these T&C that it is the exclusive owner of the domain of the Platform and the SALSATION FITNESS brand, and that it enjoys the corresponding exploitation rights over it.

## **3. Acceptance of these Terms and Conditions**

By accepting the T&C, the Participants undertake to act at all times in accordance with the provisions set out in the clauses of this legal text and the applicable regulations. If they do not agree with all or part of these T&C, the Participants must refrain from installing and using the Platform.

The service provided on this Platform is governed by: **(i)** these General Terms and Conditions; **(ii)** Special Conditions that may be published on the Platform **(iii)** the laws in force and applicable, sectoral regulations and general criteria and practices.

By accepting these T&C, the Participants represent that they are over 16 years of age and have full capacity to understand and accept the contents of these General Terms and Conditions.

SALSATION FITNESS reserves the right to modify the presentation, configuration and content of the Platform, as well as the conditions required for access and/or use. Access to and use of the content and services after the entry into force of its modifications or changes in conditions implies acceptance of them.

## **4. Acceptance of the Special Conditions**

By using the services of the Platform, the Professional, who gives and offers the Certifications, Workshops and Independent Classes published in his or her SALSATION FITNESS profile so that Participants, where appropriate, can purchase them, accepts these T&C which define the rights and obligations of SALSATION FITNESS and the Professional regarding the contractual relationship arising from the provision of services provided by the Professional himself or herself through the Platform.

These are the only T&C applicable to the use by the Professional of the Platform (without prejudice to that for certain services there may be special conditions) and the purchase

of their courses (ie. Certifications, Workshops and / or Independent Classes) by Participants through the platform and replace any other conditions.

## 5. Object and services

The present Platform has been developed by SALSATION FITNESS with the purpose of providing a service of making available to the Participants a technological Platform that allows them to choose among a varied offer of Professionals who offer, through their profiles in the Platform, different dance courses (either Certification for those interested in receiving an instructor certification from SALSATION FITNESS, Workshops for those interested in learning more technical dance moves and / or skills, or Independent Classes for those interested in enjoying their time by dancing and doing exercise).

The Participant will be able, through the Platform, to access all the necessary information corresponding to it. From there he will be able to navigate and investigate in depth about how it works.

The Benefits for the Participant of the service that SALSATION FITNESS provides through the Platform are the following:

- a. *An organized structure which unifies the dance sector:* SALSATION FITNESS is created to bring together all those services related to the dance sector and the possibility of giving not only in-person courses but also online, aimed at satisfying all the needs of the Users in a fast, direct and simple way, especially at a time when large crowds of people (as could be the case of this type of dance courses that bring together large groups of people), are not allowed due to the Covid-19, and the provision of all types of services online is being developed to a greater extent.
  
- b. *More personalized content:* Through the service of in-person and live online courses, the Participants will have the possibility to interact with the Professionals directly and request for changes or adaptations of the courses to their needs.

On the other hand and having into account that the online classes that Professionals offer in their profiles of the Platform can also be pre-recorded, the Participants will have the possibility to learn the dance move and skills easier and with a greater margin of time.

- c. *Varied offer:* Participants will be able to find on the SALSATION FITNESS Platform each of the Professionals registered on the Platform, and all the

contents of Workshops and online courses published and offered on the Platform, allowing the Participant to purchase the online class that most suits with his/her needs and interests.

## **6. Need for registration**

In order to use the services of SALSATION FITNESS, it is necessary for the Participant to register and create a personal account on the Platform and, once this profile has been created, accept the present T&C.

The Participant must create this user profile through the registration/login form enabled for this purpose on the Platform, and must provide the following: an email address, name and surname, country of origin, a password for access to the Platform at the Professional's choice, gender/sex and date of birth.

In this sense, it is important to highlight that there is only one registration form for every User and that SALSATION FITNESS will identify and classify each type of User (Master Trainers, Elite Trainers, Elite Instructors, Instructors and Participants) internally.

In addition, and also at the time of registration, the Professional must declare that he/she is at least 16 years old in order to create an account on the SALSATION FITNESS Platform.

The Participants guarantee that their data will be accurate, current and truthful. SALSATION FITNESS cannot guarantee the identity of registered Users and is not responsible for any improper or unauthorized use of a registered User by third parties.

It is not acceptable to purchase an event ticket for another unregistered or registered user. All events must be purchased under the registered account of the participant.

### 6.1 Custody of the account access codes or passwords

The registered Participants will be responsible at all times for the custody of his or her password to access his or her User account, assuming as a consequence any damages that may arise from its improper use, as well as the assignment, disclosure or loss of the same, and must immediately inform SALSATION FITNESS if he or she has reason to believe that his or her access code or password has been used in an unauthorized manner or is likely to be used.

In any case, access to and/or use of the Platform made under the access code or password of the registered Participant will be deemed to have been made by said User, who will be responsible in all cases for said access and use.

### 6.2 Participant User Profile

The Participant will have access from the first day to his/her profile where he/she can complete your personal data as established in the Platform.

Every Participant has the possibility, if she/she purchases the Certification course and passes it satisfactorily, to become a Instructor and then to escalate to each qualification among the different typology of Professionals (Instructor, Elite Instructor and Elite Trainer). It is important to highlight in this point that ones the Participant becomes to a Professional, these T&C will not be applicable anymore and the contractual relation with SALSATION FITNESS will be regulated by the T&C for Professionals.

SALSATION FITNESS has the right to ask for some proof and/or additional data in order to corroborate the Personal Data, as well as to suspend temporarily or definitively those Users whose data could not be confirmed. In cases of disqualification, they will be removed from the platform, without this generating any right to compensation.

SALSATION FITNESS has the right to reject any application for registration or to cancel a previously accepted registration, without being obliged to communicate or explain the reasons for its decision and without this generating any right to compensation and / or compensation.

## 7. Pricing policy and payment method

SALSATION FITNESS is a digital platform that participates in the effective contracting between the Professional and the Participants when the courses given by these Professional are the Certifications and the Workshops.

In other words, SALSATION FITNESS is in charge of setting the selling prices of the Events and will be the Platform which will charge the amounts paid by the Participants for these Events, acting the Platform as the depositary of the fees corresponding to the Professionals (who are allowed to give the Certifications and Workshops), for the provision of their services consistent on preparing and giving these Events to the Participants.

The Participant can find the price amount for each Event on the Platform itself. Notwithstanding the above, the Participant can find below a table with the referenced prices of each Event (this is, each Certification and Workshop) regardless of the program chosen by the Participant (SALSATION, ROOTZ or CHOREOLOGY):

TYPE OF EVENT	PRICES
<b>Certifications</b> (only given by the Master Trainers)	195 €
<b>Workshops</b> (given by the Master Trainers and the Elite Trainers)	40 €

These prices are subject to change without notice and can vary based on region or country.

### 7.1. Payment method for the offered services by SALSATION FITNESS

On the other hand, the Participants are able to pay the amount corresponding to the purchase of the Events by the following payments methods:



If the Event is provided in-person, the Participants are also allowed to pay for it in cash if the online option of payment is unavailable. All cash tickets will not be held to the Ticket Purchase policies for refunds and credits.

On the other hand, and in relation to the Independent Classes (that can be given by any type of Professional: Master Trainer, Elite Trainer, Elite Instructor and Instructor), it will be the Professionals the ones in charge of setting their own prices and the payment methods, and SALSATION FITNESS will not have any decision making on this issue.

#### 7.2. Exchanges, returns and withdrawal rights

Any tickets purchased within 5 days of an event are not subject to these withdrawal rights and are considered a non-refundable purchase that do not qualify for a refund or credit.

##### **Exchanges**

Events purchased can not be transferred or sold to another customer. All purchases are attached to the participants registered account and can not be transferred or sold to another person. There are no exceptions to this rule.

##### **Refunds**

In the case of the services related to the online Events and the Events given in person, the Participant shall have until fourteen (14) calendar days prior to the date of the purchased event to cancel the Service without penalty and without the need to indicate the reasons in order for SALSATION FITNESS to refund the amounts paid by the Participant for the Event cancelled, in accordance with Royal Legislative Decree 1/2007, of November 16, which approves the revised text of the General Law for the Defense of Consumers and Users and other complementary laws (hereinafter, "*Law of Consumers and Users*").

If the Participant does not cancel the Service within the period aforementioned, SALSATION is not obligated to refund the amounts paid by the Participant for the Event they want to cancel.

In order to formalize the Service's cancellation, the user must complete and send the withdrawal form to the e-mail address [support@salsationfitness.com](mailto:support@salsationfitness.com) at the end of these Terms and Conditions, which serves as a withdrawal form/unequivocal statement. Upon



receipt of such communication, SALSATION FITNESS will inform you of your request number and how to proceed with the refund.

On the other hand, and in the case of the services related to the online pre-recorded Events offered on the SALSATION FITNESS Platform, the right of withdrawal shall not apply for the Events in accordance with Article 103 - "Exceptions to the right of withdrawal" - paragraph a) and paragraph m) of the Law for the Defense of Consumers and Users, which provide as follows:

Article 103 – paragraph a): *“The provision of services, once the service has been fully performed, when the performance has begun, with the prior express consent of the consumer and user and with the acknowledgment by him that he is aware that, once the contract has been fully performed by the entrepreneur, he will have lost his right of withdrawal”.*

Article 103 – paragraph m): *“The supply of digital content that is not provided on a material support when the performance has begun with the prior express consent of the consumer and user with the knowledge on his part that he consequently loses his right of withdrawal”.*

### **Credits**

To receive a credit for an event ticket cancellation initiated by the customer, the customer must submit the written cancellation request to [support@salsationfitness.com](mailto:support@salsationfitness.com) no later than 5 days prior to the date of the event they wish to cancel.

- The email of cancellation must come from the ticket holder.
- The credit is valid for 6 months from the date of the canceled event.
- The credit can only be exchanged for an event of the same price or less.
- The credit can only be used once and after redemption can not be used again.

### **No Shows**

Any cancellation request received after the 5 days before the canceled event will be considered a NO-SHOW.

If a participant does not come to the event the ticket is considered a NO-SHOW.

No Shows automatically forfeit the ticket price and do not qualify for a refund or credit.

**All ticket policies will be enforced regardless of reason for cancellation or no-show.**

### **8. Platform use**

The Participant also undertakes to refrain from using the Platform for illegal purposes or effects or contrary to the provisions of the T&C.

SALSATION FITNESS offers the Participant access to its Platform under a limited, non-exclusive, non-sub licensable, non-transferable and revocable license. The use of the SALSATION FITNESS Platform will be at all times personal and in accordance with these T&C.

By making use of the benefits that the Platform provides, the Participant will be giving SALSATION FITNESS and its collaborators a perpetual, irrevocable, worldwide, non-exclusive, royalty-free and fully sub-licensable right and a license to use, reproduce, modify, adapt, publish, translate, distribute, perform and display such content, always in accordance with the proposed purposes.

By using the Platform, the Participant accepts and understands that SALSATION FITNESS may keep its content for the time necessary to complete those purposes for which it was collected.

If the Participant should become aware of the existence of any content that is illicit, illegal, contrary to the law or that could imply an infringement of intellectual and/or industrial property rights, he/she must immediately notify SALSATION FITNESS so that the latter can proceed to take the appropriate measures. It is expressly forbidden to use the platform for purposes other than those contained in these T&C. Therefore, SALSATION FITNESS is not responsible for any improper use or handling of the Platform.

The Platform may provide access to a multitude of texts, graphics, drawings, designs, codes, software, photographs, images, expressions and information belonging to SALSATION FITNESS or third parties to which the Professional may have access. The Professional assumes responsibility for the use of the Platform and undertakes to make a legal, diligent, honest and correct use of all information or content accessed through the Platform, and all under the principles of good faith and respecting at all times to the law and the present T&C.

By way of illustration, but not limited to, users should not:

- i. Register or communicate data that are not true, accurate, complete and / or updated, or access the platform using the name, identification data or passwords of another user or impersonate any person or identity. Likewise, the Professional is responsible for communicating to SALSATION FITNESS, any modification and/or variation of any of the data communicated to SALSATION FITNESS.
- ii. Maliciously or intentionally cause damage or harm that may undermine, alter the Platform, nor introduce or spread computer viruses that may cause

unauthorized alterations of the contents or systems that make up the Platform. The User shall not scan or test the vulnerability of any system or network SALSATION FITNESS, or violate any security or authentication, as well as try to decipher or disassemble the software used by SALSATION FITNESS to offer services through the Platform.

- iii. Using the Platform for fraudulent purposes or related to criminal offences or illegal activities of any kind.
- iv. Reproduce, copy, distribute, transform or modify the information and content hosted on the Platform, unless authorized by the holder of the corresponding rights.
- v. Use the Platform to send, use or reuse material that contains information that is illegal, offensive, pornographic, abusive, indecent, defamatory, obscene or threatening of any kind, or that involves a violation of copyright, trademarks or confidentiality, privacy or any other right, or is otherwise injurious or objectionable to third parties, or whose content contains computer viruses, political propaganda, advertising content and, in general, any type of unnecessary inconvenience or inconvenience.
- vi. Download, send or distribute in any other way content or applications that may violate any legislation in force or that may infringe any right of any party.
- vii. Promote or encourage third parties to carry out any of the above practices or contribute to them.
- viii. Send and/or upload:
  - Defamatory material for any person.
  - Any obscene, offensive, defamatory material.
  - Any sexually explicit material.
  - Any material that promotes violence.
  - Any material that promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
  - Any copyright, database right or trademark of any other person.
  - Any other person's privacy rights.
  - The personal data of another person, unless you ensure that that person has consented to be bound by these T&C.
  - Any material that promotes any illegal activity.
  - Threats, abuse, or invasion of another person's privacy.

- Content that causes annoyance, inconvenience or needless anxiety.
- Harassment, annoyance, or content that embarrasses, alarms, or annoys any other person.
- Content that impersonates another person.

Any content that the Participant uploads to the Platform will be considered non-confidential and SALSATION FITNESS has the right to use, copy and disclose to third parties such content for the purposes intended. SALSATION FITNESS has the right to disclose the identity of the Professional to any third party who claims that any content submitted constitutes a violation of their intellectual property rights, or their right to privacy.

SALSATION FITNESS will not be liable to any third party for the content or accuracy of any content submitted. SALSATION FITNESS has the right to remove any content or advertisement submitted through the Platform at its sole discretion.

SALSATION FITNESS will also not be responsible for the content of the classes and/or online events that the Professionals may give, as well as any claim or complaint of any nature that may arise from such content and from the relationship between the Participant and the Professional himself.

In this sense, SALSATION FITNESS shall have the right to investigate and report any of the aforementioned conduct in accordance with the law, as well as to collaborate with the authorities in the investigation of such actions.

## **9. Intellectual property**

All rights to the content, design and source code of this platform and, in particular, but not limited to, all rights to photographs, images, text, logos, designs, trademarks, trade names, data included in the platform and any other intellectual property rights are owned by SALSATION FITNESS, or third parties who have expressly authorized SALSATION FITNESS to use them on its platform.

For this reason and by virtue of the provisions of Royal Legislative Decree 1/1996, of 12th April, which approves the revised text of the Intellectual Property Law, regularizing, clarifying and harmonizing the legal provisions in force on the subject, as well as in Law 17/2001, of 7th December on Trademarks and complementary legislation on intellectual and industrial property, The reproduction, transmission, adaptation, translation, distribution, public communication, including the method of making available, of all or part of the contents of the Platform, on any support and by any technical means, is expressly prohibited, unless expressly authorized in writing by SALSATION FITNESS.

SALSATION FITNESS does not grant any license or authorization of use of any kind on its intellectual and industrial property rights or on any other property or right related to the Platform, and in no case shall it be understood that access and navigation of the Participant implies a waiver, transmission, license or total or partial assignment of such rights by SALSATION FITNESS.

Any use of these contents not previously authorized by SALSATION FITNESS will be considered a serious breach of intellectual or industrial property rights and will give rise to the legally established responsibilities.

#### **10. Third party applications**

SALSATION FITNESS services are integrated with applications, websites and services from third parties to make their services and content available to Users. These third-party applications may have their own Terms and Conditions of Use and Privacy Policy, and Users are governed by these. Users understand and accept that SALSATION FITNESS is not responsible for the behavior, characteristics or content of the Third-Party Applications used on the Platform, as well as any transaction outside the scope of activity of SALSATION FITNESS that may be carried out with the provider of such third-party Applications.

#### **11. Exemption from liability and guarantees**

SALSATION FITNESS is not responsible for the information, files or any other content published by the Users, nor does it validate the contents that the Users or decide to send, so SALSATION FITNESS will not be responsible, either directly or indirectly, or subsidiarily, for damages of any kind derived from the communications made or contents included in the Platform.

By way of illustration, SALSATION FITNESS is not responsible for:

- i. The satisfaction of the needs or personal demands of the Participant in relation to the Independent Classes provided through the Platform by the any of Professionals registered on SALSATION FITNESS, nor the content, pricing policy and payment methods established by each professional for their personal Independent Classes at their sole discretion, as well as for any dispute that may arise between the Professional and the Participant regarding the issues forementioned.
- ii. The direct or indirect damage and / or intangible, including personal injury suffered as a result of the services offered by the Professionals on the Platform or even by a misuse of the Platform itself.

- iii. The loss of reputation, image, or data, which may occur during the use of the Platform.
- iv. The lack of availability, maintenance and effective operation of the Platform, excluding, to the maximum extent permitted by law, any liability for damages of any kind that may be due to the lack of availability or continuity of operation of the Platform.
- v. Any defect, error or problem in the operation of the Platform.

Consequently, SALSATION FITNESS does not guarantee that the use that Users may make of the contents and services included in the Platform will comply with these Terms and Conditions, nor that they will do so diligently.

SALSATION FITNESS reserves the right of admission and exclusion from its Platform at its own discretion. In particular, any Participant who does not comply with the rules contained in these conditions or make inappropriate use of the Platform may be excluded from it.

SALSATION FITNESS reserves the right to **(i)** remove, suspend, edit or modify the content of the Platform at its sole discretion, at any time, without notice and for any reason, and **(ii)** remove, suspend or block any use made by the Participant of the Platform.

SALSATION FITNESS also reserves the right to read, preserve, disclose and access any information as it reasonably deems necessary to (i) comply with applicable law or any governmental or judicial request or inquiry, (ii) enforce these T&C, including investigation of potential violations thereof, (iii) detect, prevent or manage fraud, security or technical issues, (iv) respond to requests for Professional assistance or (v) protect the rights, property or safety of SALSATION FITNESS and its Users.

Nevertheless, SALSATION FITNESS declares that it has adopted all the necessary measures, within its possibilities and the state of technology, to guarantee the operation of the Platform and to avoid the existence and transmission of viruses and other harmful components to the Users.

#### 11.1 Suspension and cancellation of services

SALSATION FITNESS may temporarily suspend access to the Platform without prior notice for maintenance, repair, updating or improvement purposes.

In particular, SALSATION FITNESS reserves the right to eliminate, limit or prevent access to its Platform when technical difficulties arise due to events or circumstances beyond SALSATION FITNESS' control that, in its opinion, reduce or cancel the standard security levels adopted for the proper functioning of the Platform.

SALSATION FITNESS is not responsible for the lack of availability, maintenance and effective operation of the Platform, excluding, to the maximum extent permitted by law, any liability for damages of any kind that may be due to the lack of availability or continuity of operation of the Platform.

SALSATION FITNESS also assumes no responsibility for the cancellation or suspension of services on the Platform for reasons not attributable to it. In any case, SALSATION FITNESS is committed to solve the problems that may arise and to offer all the necessary support to the Professional in order to reach a quick and satisfactory solution to the incident.

### 11.2 Force majeure

SALSATION FITNESS is not responsible for cases of force majeure, understood as the failure, suspension or interruption of services or use of the Platform, as a result of blocking the Internet network, actions or omissions by third parties, or any other causes or circumstances beyond the control of SALSATION FITNESS that prevent normal use of the Platform.

### 11.3 Hyperlinks

The Platform may contain hyperlinks that allow Users to access third party platforms or websites. SALSATION FITNESS does not assume any responsibility for the content, information or services that may appear on such platforms, which shall be understood to be offered exclusively for information purposes by SALSATION FITNESS, and which in no case imply any relationship, acceptance or endorsement between SALSATION FITNESS and the persons or entities that own such content or the owners of the sites where they are located.

In these cases, SALSATION FITNESS will not be responsible for establishing the General and Particular Terms and Conditions to be taken into account when using, providing or contracting these services by third parties and, therefore, cannot be held liable for them.

SALSATION FITNESS has no power or human or technical means to know, control or approve all the information, content, products or services provided by other websites to which links may be established from the Platform. Consequently, SALSATION FITNESS cannot assume any type of responsibility for any aspect related to the websites that may be linked to from the Platform, specifically, but not limited to, their operation, access,

data, information, files, quality and reliability of their products and services, their own links and/or any of their contents, in general.

However, in the event that SALSATION FITNESS becomes aware that the activity or information referred to from such links is illegal, constitutes a crime or may harm the property or rights of a third party, it will act with the necessary diligence to remove or disable the corresponding link as soon as possible.

### **1. Indemnity**

Professionals shall indemnify, defend and hold SALSATION FITNESS harmless from any damages, liability, disputes and/or costs that may arise as a result of a claim by a third party and/or Participant against SALSATION FITNESS , and/or its officers and/or representative and/or employee from any charge, action or demand, including but not limited to reasonable legal expenses, resulting from any material, content, data protection or the pricing policy and payment methods established by the Professionals for their Independent Classes.

### **2. Duration, safeguarding and modifications**

The conditions that are published at the time the Participant accesses the SALSATION FITNESS Platform are understood to be in force.

If any provision of these T&C is declared inapplicable or invalid, such provision shall be limited or eliminated to the minimum extent necessary so that the remaining conditions and obligations remain in full force and effect and must be complied with.

SALSATION FITNESS may delete, modify or replace the contents of this document at any time, by publishing or sending a notification through the Platform or by email, without the possibility of the Professional demanding any compensation.

### **3. Protection of personal data**

SALSATION FITNESS respects the privacy of its Users and will ensure that personal data is processed in accordance with current legislation.

For more information on SALSATION FITNESS' privacy policy, please visit the following [link](#).

### **4. Language**



SALSATION FITNESS may translate these Terms and Conditions or any other policy that may be published on the Platform. The English version will prevail in case of conflict with other translations.

## 5. Applicable legislation and jurisdiction

For the resolution of any discrepancy, question or claim arising directly or indirectly from the interpretation or execution of these T&C, the parties waive their own jurisdiction and submit to the jurisdiction of the Courts and Tribunals of the city of the domicile of the user Participant, in accordance with Royal Legislative Decree 1/2007 of 16 November, which approves the revised text of the General Law for the Defense of Participants and Users and other complementary laws ("*Law of Defense of Participants and Users*").

Pursuant to the provisions of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on the settlement of Participant disputes online, SALSATION FITNESS informs you that, in case of dispute, Users residing in the European Union may turn to the "Online Dispute Resolution Platform" developed by the European Commission, in order to try to resolve out of court any dispute arising from the provision of services by SALSATION FITNESS.

The Participant can access the "Online Platform for Dispute Resolution" through the following link: <http://ec.europa.eu/Participants/odr/>

### HOW TO USE THE WITHDRAWAL FORM?

If you wish to withdraw from the ticket purchase contract, you must have cancelled the event within the 14 calendar days period explained in Section 7.2. If the Participant did not make the Service's cancellation within this period of time, SALSATION FITNESS is not obliged to refund the amounts paid by the Participant for the Event that is subject to cancellation nor are we obliged to grant a credit if the cancellation falls outside of the 5 days before an event begins. Any tickets purchased within 5 days of an event are not subject to these withdrawal rights and are considered an at risk purchase that do not qualify for a refund.

Hereafter, we will tell you how to exercise your right of withdrawal:

1. Indicate your intention to cancel the Service using the form on the following page of this document. The form must be correctly completed and sent to the following email address:

**SALSATION FITNESS LTD**

Send cancelation e-mail to: [support@salsationfitness.com](mailto:support@salsationfitness.com)

2. After receiving the Participant's withdrawal form sent to us at the above address, we will send the Participant, to the e-mail address you provide to us, the decision of the Participant's cancellation, indicating that SALSATION FITNESS has either refunded or granted credit for the amounts paid by the Participant for the Event cancelled satisfactorily.

## ANNEX 1

### CANCELLATION FORM APPLICABLE TO SERVICES RELATED TO THE EVENTS

To the attention of the customer service department at

**SALSATION FITNESS LTD**

Send cancelation e-mail to: [support@salsationfitness.com](mailto:support@salsationfitness.com)

I hereby inform you that I withdraw from my contract of sale of the following Service:

[Provide a brief description of the reasons for the Service's cancellation]

-Purchased on: [indicate date of the contract/date of the purchase of the Service]

-Participant's name:

\*The cancelation email must come from the email associated with the customer's Salsation® account.

## ANNEX 2

### **Liability and Waiver Statement for all Salsation® Fitness Events:**

By participating in this fitness event, organized by the Trainer I acknowledge and agree to the following:

**Assumption of Risk:** I understand that participation in the fitness event involves certain risks, including but not limited to, physical exertion, risk of injury, illness, or other health-related issues. I voluntarily assume all risks associated with my participation in the event.

**Physical Condition:** I certify that I am physically fit and able to participate in the fitness event. I acknowledge that it is my responsibility to consult with a medical professional prior to participating in the event if I have any health concerns or conditions that may affect my ability to safely participate.

**Release of Liability:** I hereby release, waive, discharge, and hold harmless Salsation® Fitness LTD., its officers, directors, employees, volunteers, and affiliates from any and all claims, damages, injuries, losses, liabilities, or expenses, including but not limited to, medical expenses and attorney's fees, arising out of or resulting from my participation in the fitness event, including any activities or events related to the event.

Indemnification: I agree to indemnify and hold harmless the Trainer(s) and Salsation® Fitness, LTD from and against any and all claims, damages, injuries, losses, liabilities, or expenses, including but not limited to, third-party claims, arising out of or resulting from my participation in the fitness event, including any activities or events related to the event.

Media Release: I grant Salsation® Fitness, LTD the irrevocable right and permission to use my name, image, voice, and likeness in any photographs, videos, or other media taken during the fitness event for promotional, marketing, or other lawful purposes without any compensation or further approval.

Governing Law and Jurisdiction: This Liability and Waiver Statement shall be governed by and construed in accordance with the laws of Indonesia. Any legal action or dispute arising out of or in connection with this Liability and Waiver Statement or my participation in the fitness event shall be exclusively resolved by the courts of Indonesia.

Acceptance of these Terms & Conditions signifies that you, the purchaser, understand this Liability and Waiver Statement, and voluntarily agree to its terms and conditions and choose to participate in the event this ticket was purchased for.