

# MY URBAN ESCAPE TERMS & CONDITIONS

## 1. INTERPRETATION AND VARIATION

- 1.1 In these terms, the following definitions apply: “the YOGA Studio Erlangen”, “COACHING”, “BRIDAL” “tYS” or “STUDIO” refers to “My Urban Escape” represented and registered in Erlangen as Maxi Winde Yoga & Coaching, with registered address in and operated from Hauptstr. 60, 91054 Erlangen. “MEMBER” refers to any person that has registered or submitted their data via Eversports platform. “TERMS & CONDITIONS” refers to this document and its details. “WEBSITE” refers to [www.myurbanescape.de](http://www.myurbanescape.de) as well as [www.theyogastudio.de](http://www.theyogastudio.de).
- 1.2 All references to the singular will also include the plural and vice versa. References to the masculine gender will include references to the feminine gender, agender, bigender, non-binary, transgender and genderfluid.
- 1.3 These TERMS & CONDITIONS apply whenever a MEMBER uses the studio properties, its classes and/or offers independent of location, time and form of delivery. They are available in the studio, on our website and presented in writing with the registration on the booking platform used at the Yoga Studio. If you have any questions about these terms and conditions or would like to receive a printed copy for yourself, please contact the MY URBAN ESCAPE team.
- 1.4 MY URBAN ESCAPE reserves the right to vary and revoke the Terms and Conditions as it sees necessary or desirable for the regulation of the affairs of the Studio and the service of its Members. Any such changes will be notified to Members and, until revoked, are and will be binding for Members.
- 1.5 The TERMS & CONDITIONS will be governed by the laws of Germany and are subject to the exclusive jurisdiction of the German courts in Erlangen, Germany.

## 2. MEMBERSHIP

- 2.1 Subject to condition 2.2, when a person has completed the Registration Form they become a MEMBER of MY URBAN ESCAPE. Registration details provided must be correct and complete.
- 2.2 Acceptance of a person as a MEMBER is at the absolute discretion of MY URBAN ESCAPE.
- 2.3 MY URBAN ESCAPE reserves the right to expel from the STUDIO, suspend for a specific period or refuse to renew the membership of any MEMBER whose conduct is or may, in MY URBAN ESCAPE’s reasonable opinion be injurious to the character of the STUDIO, or which amounts to a breach of the TERMS & CONDITIONS, or where such expulsion is otherwise in the interests of the other MEMBERS of the Studio. Any MEMBER so expelled will forthwith cease to be MEMBER of the Studio and will not be entitled to any refund for any period during which his membership is suspended.

## 3. STUDIO OPENING TIMES & BOOKINGS, CANCELLATIONS

- 3.1 Class times are published on the STUDIO website. MY URBAN ESCAPE reserves the right to change classes on offer, class timing, length or instructors at any time. As such class times may vary. In case of vacation or health restraints of teachers we are doing our best to find an adequate replacement. In exceptional cases, classes may need to be cancelled without prior notice and substitution.
- 3.2 The STUDIO has the right to completely close and temporarily suspend its service for maintenance and Organizational matters incl. company holidays for a total of up to 6weeks per year but not more than 3 consecutive weeks in a row. Closure times will be communicated a minimum of four weeks in advance in the studio. Government Lock down Rules overpower this.
- 3.3 Changes in class schedule/ offer, opening hours, company close down or last-minute cancelations through the studio do not create any right of contract termination or reduction of class fees. In no circumstances a refund can be made.
- 3.4 The minimum number of students for a class to take place is 3 students. In cases where less than 3 students attend a class it will be shortened by 15min or can be canceled.
- 3.5 MY URBAN ESCAPE has the right to limit class size to individual class capacity; therefore, entry is on a first come, first serve basis.

- 3.6 Advance class bookings should be completed online using Eversports, accessible through the Classes page of our website. Reservations can also be facilitated by phone and walk-in registration, subject to class space availability. When pre-booking online, classes will automatically be deducted from your class pass. In case a new pass or a drop in is bought, payment can be made prior to the class via the payment link send to you by eversports app or by credit card directly in the studio. Cash payments are not accepted.
- 3.7 Students must arrive and check in with reception at least five minutes prior to the beginning of class and latecomers are generally not permitted. If you have not signed in on time your space will be opened up to allow drop ins. This will be treated as a late cancelation and your class will not be credited or refunded.
- 3.8 Registration in a given class may only be cancelled and/or changed if the cancellation/change is completed a minimum of 24 hours prior to the beginning of that class. If you paid by class pass, your class will be credited back to your account. Cancellations and changes should be completed through Eversport online (please call the studio if this is unavailable). Cancellations or class changes made less than 24 hours prior to the beginning of class are invalid and students will be charged full price for any registered classes that they miss or fail to cancel within the required time.
- 3.9 If you are on a subscription contract and you late cancel or no-show 3 times over a 30-day period, the option to book online will be suspended for a month.
- 3.10 On occasion, teachers may be substituted at short notice; in such cases the cancellation policy still applies.

#### 4. PAYMENT TERMS & PASSES AND RATES

- 4.1 Our price list is available on the website or directly at the STUDIO. Prices are determined by MY URBAN ESCAPE. MY URBAN ESCAPE reserves the right to change prices at any time. Price changes will be communicated at least 1month in advance on our website and in the studio. Passes already bought and all subscriptions continue to be valid with unchanged conditions until their contract end.
- 4.2 MY URBAN ESCAPE has the right to adapt prices in accordance with any changes of VAT or any other taxation. This does not result in the right to terminate a subscription.
- 4.3 A MEMBER may not attend any class at MY URBAN ESCAPE without first paying for the class in advance.
- 4.4 Subject to any statutory right of cancellation, payments for classes, passes, monthly subscription membership fees, gift certificates and annual payments are non-refundable and non-transferable unless stated otherwise in the TERMS & CONDITIONS.
- 4.5 Drop-In are valid for one single regular session on the day of purchase.
- 4.6 The 10x Multi-time pass may be used to attend any of the regular scheduled classes. The Multi-time pass is not bound to a defined class but can be used as individual interest and time allows. The pass is valid for 10 individually selected sessions. It is valid for 180 consecutive days following the original date of purchase. Multi-time pass is not refundable or cannot be transferred to other MEMBERS.
- 4.7 The YOGA Studio Welcome Pass is valid for 3 individually selected sessions. This promotion is a onetime offer available only to student new to the YOGA Studio. The pass is valid for 90 consecutive days following the original date of purchase and may be used to register for any regular scheduled class.
- 4.8 The YOGA Studio SUBSCRIPTIONS give the MEMBER access to unlimited number of regular classes for the defined period. SUBSCRIPTIONS are available as a 1-month unlimited and a 12-month unlimited package. Capacity limitations and booking hierarchy as defined in 3.5 stay untouched. Unlimited packages cannot be transferred.
- 4.9 the YOGA Studio offers SPECIALS on an irregular basis. SPECIALS include all closed courses with pre-registration such as, for example, but not limited to: kids yoga/pre and postnatal Yoga as well as any holiday specials & workshops. Registrations for SPECIALS are final and non-refundable. Prices are determined individually for each SPECIAL. The spot is secured through payment of the entire fee. Due to the advanced notice required in arranging courses and workshops, changes (switching into other courses/workshops) are only possible if requested 2 weeks prior to the commencement of the course or workshop. Workshop spots can be transferred to another MEMBER if the first MEMBER cannot participate. In the event that a course or workshop is cancelled, registered students are eligible for a refund or may select an alternative and equally priced course or workshop option. Once you have committed to a course or workshop, we recommend that you attend the scheduled number of sessions to get the most out of the program.
- 4.10 Discounted Drop-In rates and a special 1-month unlimited offer are available for registered students and seniors as of age 60. MEMBERS are asked to present a valid student ID/ ID Card at day of purchase. The right to receive student rates is bound and limited to the time of matriculation into a High School or University.

4.11 the YOGA Studio offers individual 1on1 sessions. They are to be booked upfront. The YOGA Studio has the right to charge the full fee in case a 1on1 session is canceled less than 24 hours prior to the agreed appointment.

## 5. AUTO DEBITS/STANDING ORDERS

- 5.1 The following term only applies to MEMBERS that opt to subscribe for unlimited classes, herein referred to as "SUBSCRIPTIONS", and not to single or multiple class package purchases.
- 5.2 SUBSCRIPTION fees are due monthly and must be paid in accordance with the Terms and Conditions regardless of whether or not the Member uses the Studio 's facilities during the Membership period. Membership fees cannot be paused or suspended for any reason.
- 5.3 Any Member who purchases classes by SUBSCRIPTIONS will forfeit the right to use their membership if they fall behind in payment for more than 7 days.
- 5.4 Already existing SUBSCRIPTIONS are not affected by increases or changes in subscription fees.
- 5.5 SUBSCRIPTIONS start at the day of purchase and end automatically at the end of the agreed term. Any MEMBER that is purchasing classes by subscription cannot cancel their subscription before the expiry of the period term of their initial payment pursuant to the SUBSCRIPTIONS.
- 5.6 If a MEMBER does not pay their subscription for the agreed term or attempts to cancel their Subscription before the term ends, then the YOGA Studio is entitled to charge the MEMBER for any outstanding subscriptions due as per the original agreement.
- 5.7 A SUBSCRIPTION can be paused once per year for a minimum of 6 weeks and a maximum of 6 month if the MEMBER is temporarily unable to practice Yoga or send abroad with a distance of more than 50km away from the STUDIO. A 1-month notice period prior to the pause applies and is to be provided in written. A retroactive pausing is not possible. During the pause a MEMBER cannot use the facilities. Subscription fees are on hold as well and will only kick back in upon the agreed end of the pause of the SUBSCRIPTION.
- 5.8 An exceptional early termination of a SUBSCRIPTION can be made in exceptional circumstances such as permanent inability to practice Yoga or moving house with a distance of more than 50km away from the STUDIO. A 2-month notice period to the end of each contract month applies. A written cancelation together with the proof from a medical practitioner/ city registration office (Einwohnermeldeamt) has to be provided. A retroactive termination is not possible.
- 5.8 MEMBERS agree and acknowledge that by agreeing to the membership term period, they are being given preferential rates by the YOGA Studio and therefore it is fair and reasonable that the YOGA Studio charges them for any payments referred to in paragraph 5.6 above.
- 5.9 It is the responsibility of the MEMBER to cancel his auto debit/standing order with his bank on termination of his subscription. The YOGA Studio cannot be held liable for any payments processed due to the failure of a MEMBER to cancel a direct debit/standing order.

## 6. LIMITATION OF LIABILITY

- 6.1 MY URBAN ESCAPE shall be liable for any damage to the extent that (a) MY URBAN ESCAPE, its legal representatives or vicarious agents are guilty of intent or gross negligence. The liability of MY URBAN ESCAPE is, in cases of gross negligence, limited to the contractually typical, foreseeable damage; (b) culpably caused damage resulting from injury to life, body or health; (c) other mandatory statutory liability provisions result in liability.
- 6.3 MY URBAN ESCAPE cannot be held responsible for any particular class, instructor and/or item of equipment not being available for any reason. MY URBAN ESCAPE reserves the right to make alterations to the classes, instructors and/or equipment, as well as to those ancillary facilities, provided to MEMBERS, without notice and in its discretion. MY URBAN ESCAPE will not be liable for any loss occasioned by such alterations, except insofar as such loss is by law incapable of exclusion.
- 6.4 The use of MY URBAN ESCAPE facilities denotes the acceptance of the risk associated with all forms of physical exercise, both during and after. MY URBAN ESCAPE, including any staff, owners, and managers will not be held liable for any injury or harm resulting in participation or use of facilities, except insofar as such loss, damage or injury is by law incapable of exclusion.
- 6.5 Personal belongings, especially valuables, are brought onto the Studio premises at the Member's own risk and MY URBAN ESCAPE does not accept liability for any loss or damage whatsoever to such items. MY URBAN ESCAPE

does not accept any responsibility for personal property left at the facilities. Left items will be kept in a lost and found box for three weeks, at which point they will be donated to a charitable organization.

6.6 Any further liability is excluded.

## 7. FITNESS AND HEALTH RISK & RESPONSIBILITY

- 7.1 MEMBERS are advised to first seek medical advice before beginning any new fitness program. MY URBAN ESCAPE reserves the right to refuse access to any MEMBER if it considers that the health of the individual may be endangered by the use of such facilities.
- 7.2 It is the MEMBERS responsibility to ensure that they are capable of undergoing a routine of exercises provided by any program which they follow, or class which they attend. MEMBERS accept the risk of injury from performing exercises and are advised to consult their doctor prior to beginning any class.
- 7.2 MEMBERS with low or high blood pressure and/or cardiac irregularities should not attend class until they have written permission from their doctor. If in doubt, the MEMBER should consult his doctor.
- 7.3 MEMBERS are required to follow the instructions of their teachers at all times. MY URBAN ESCAPE does not accept responsibility for students who do not follow the class instructions as provided by the teacher.
- 7.4 Any medical or physical conditions, recent or persistent injuries, or relevant disclosures must be made by the MEMBER to the studio & the instructor prior to the beginning of class. This includes also minor health challenges. Any pre-existing health challenges have to also be noted on the initial information registration form. Additionally, all MEMBERS pregnant are required to inform the instructor prior to the beginning of each class.
- 7.5 Prior to, during, or after class, it is the responsibility of the MEMBER to inform the instructor if they are experiencing any pain or discomfort.
- 7.6 MEMBERS are not allowed in class when suffering from fever or any infectious illness which could impact the health of other MEMBERS.

## 8. USE OF FACILITIES & DRESS CODE

- 8.1 A Member is entitled to use the Studio's facilities, provided always that the STUDIO may at any time without notice withdraw all or part of its facilities for any period or periods and with notice, where practicable, in connection with any cleaning, repair, alteration or maintenance work, or for reasons beyond the control of MY URBAN ESCAPE.
- 8.2 All students are required to confirm the waiver/consent form in the Eversport Application in order to register as a MEMBER. Please arrive 15 minutes before the start time of your first class to allow time for completion. If not done online via the eversports App.
- 8.3 To register as a MEMBER you must be at least 18 years of age. MEMBERS under the age of 18 are required to provide written consent from a parent and/or legal guardian. Children under the age of 14 may only use the STUDIO and attend classes if accompanied by an adult. Children under the Age of 14 are not allowed to attend classes unless designed for their age eg. Teen Yoga or Kids Yoga
- 8.4 MEMBERS are requested to wear a form of dress appropriate to the practice of yoga, with private parts properly covered. MEMBERS should attend classes barefoot. Footwear should be removed in the designated area before entry to the STUDIO.
- 8.3 MEMBERS are required to clean the STUDIO mats after use or use a suitable towel for the purpose of covering their yoga mat in the STUDIO.
- 8.4 Smoking is forbidden in the Studio, both indoors and outdoors on the premises.

## 9. GENERAL

- 9.1 MEMBERS are required to give notice to MY URBAN ESCAPE of any change of personal circumstances of interest to their membership with MY URBAN ESCAPE. This includes but is not limited to changes in home or email address, health situations (especially pregnancies) as well as discount rights e.g. finishing of studies. All changes have to be communicated in writing. Failing such notice, all communications will be assumed to have been received by the MEMBER within five days of mailing to the last address (of either type) notified to MY URBAN ESCAPE.

- 9.2 MY URBAN ESCAPE reserves the right to refuse admission to the STUDIO.
- 9.3 MY URBAN ESCAPE may, if a MEMBER so wishes, communicate with the MEMBER by electronic mail ("email"). By providing an email address to MY URBAN ESCAPE, the MEMBER consents to receiving email communications from MY URBAN ESCAPE, including notices pursuant to the TERMS & CONDITIONS. The MEMBER also accepts the risk that email may not be a secure and confidential means of communication. MY URBAN ESCAPE will not be liable for any loss or damage suffered as a result of communicating with a MEMBER by email.
- 9.4 MEMBERS must at all times observe the STUDIO guidelines, which may be notified to them from time to time, and are requested to comply with any reasonable directions, which the management of the STUDIO may issue to ensure the smooth operation of the STUDIO, for the convenience of all MEMBERS.
- 9.5 Any marketing, educational or other materials of this nature whatsoever produced by MY URBAN ESCAPE in connection with the STUDIO and which are made available to MEMBERS at the STUDIO, will at all times remain the property of MY URBAN ESCAPE and will be subject to the MY URBAN ESCAPE's copyright.

## 10. DATA PROTECTION & ONLINE WEBSITE

- 10.1 Responsible for all content of MY URBAN ESCAPE website is Maxi Winde. We try to update our site regularly, so we may have to suspend access, service or functionality from time to time, without notice. We may change the website or parts of it without prior notice. If required, we may have to close our site indefinitely. We will not be liable if, for any reason, our site is unavailable at any time or for any period of time.
- 10.2 The information contained on our website is for general information purposes only and is not intended to be comprehensive or to constitute professional medical advice. The information should not be relied on or treated as a substitute for specific medical or health advice. MY URBAN ESCAPE accepts no responsibility for loss which may arise from accessing or reliance on information contained on this website.
- 10.3 To provide you with the best possible service we engage with third party providers such as but not limited to EVERSPORTS. Parts of the website link to external internet sites, and other external internet sites may link to this website. MY URBAN ESCAPE is not responsible for the content of any external internet sites.
- 10.4 MY URBAN ESCAPE takes all reasonable steps to protect your personal information according to §33 BDSG. Personal related information is stored electronically for internal use only (e.g. Invoicing, MEMBER Newsletter). We do not share your personal information with third parties without prior agreement from the MEMBER. The MEMBER agrees to the use of his personal data as described.
- 10.5 As information or data transmitted to or from our site passes over public telecommunications networks, MY URBAN ESCAPE can't promise that the operation of our site will be secure, confidential, uninterrupted or error-free. This includes the security of any information you disclose online. By using the MY URBAN ESCAPE website you accept the inherent security implications of dealing online and will not hold MY URBAN ESCAPE responsible for any breach of security unless such breach has been caused by MY URBAN ESCAPE negligence. You agree not to do anything that does or may interfere with the proper working of the site including but not limited to tampering with, or hacking into, the site or the servers on which it resides.
- 10.6 All MEMBERS receive a MEMBER NEWSLETTER on a regular basis to keep them informed on changes in schedule, special offers, changes to our terms and conditions and any other information MY URBAN ESCAPE considers relevant. If you currently receive our newsletter and wish to cancel, please email us.
- 10.7 You agree not to reproduce, distribute, modify or re-post our content on another site, frame or mirror our site or link to our site without our prior written consent.
- 10.8 You grant to us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use (including but not limited to publishing, exploiting and modifying) any material you email, post or submit to us. For the avoidance of doubt, we will be free to use any ideas, concepts, know-how, content, text or images contained in your communications with us for any purpose whatsoever, to the fullest extent permitted by law.

## 11. SEVERABILITY

- 11.1 If a provision of this agreement is or becomes legally invalid or if there is any gap that needs to be filled, the validity of the remainder of the agreement shall not be affected thereby. Invalid provisions shall be replaced by

common consent with such provisions which come as close as possible to the intended result of the invalid provision. In the event of gaps such provision shall come into force by common consent which comes as close as possible to the intended result of the agreement, should the matter have been considered in advance.

11.2 Any changes of or amendments to this Agreement must be in writing to become effective.

11.3 These terms and conditions become effective starting December 1, 2024 and stay effective until a new agreement is published.

Erlangen, 28. November 2024

The Yoga Studio Erlangen

Represented by Maxi Winde Yoga & Coaching

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