

Terms and conditions

Updated: 20 June 2018

These terms and conditions, as may be amended from time to time, apply to all our services directly or indirectly (through distributors) made available online, through any mobile device, by email or by telephone. By accessing, browsing and using our (mobile) website or any of our applications through whatever platform (hereafter collectively referred to as the "platform") and/or by completing a sale, you acknowledge and agree to have read, understood and agreed to the terms and conditions set out below (including the privacy statement).

These pages, the content and infrastructure of these pages, and the online sales service provided on these pages and through the platform are owned, operated and provided by Classi B.V. and are provided for your personal, non-commercial use only, subject to the terms and conditions set out below.

0. Definitions

"Classi", "us", "we" or "our" means Classi B.V., a limited liability company incorporated under the laws of the Netherlands, and having its registered address at Kraneweg 13-3, 9718JC, Groningen, the Netherlands.

"Platform" means the (mobile) website and app on which the Service is made available owned, controlled, managed, maintained and/or hosted by Classi.

"Service" means the online sales service (including the facilitation of payments) of various products and services as from time to time made available by Suppliers on the Platform.

"Supplier" means the provider of digital punch cards and any other related product or service as from time to time available for sale on the Platform.

"Purchase" means the purchase of a punch card supplied by Supplier. This includes purchases for which payment is deferred to a future date.

1. Scope of our Service

Through the Platform, we (Classi B.V. and its affiliate (distribution) partners) provide an online platform through which Suppliers can offer their products and service for sale, and through which visitors of the Platform can purchase those products and services as such (i.e. the sales service). By making a Purchase through Classi, you enter into a direct (legally binding) contractual relationship with the Supplier from which you purchase a product or service (as applicable). From the point at which you make your Purchase, we act solely as an intermediary between you and the Supplier, transmitting the details of your Purchase to the relevant Supplier(s) and sending you a confirmation email for and on behalf of the Supplier. For every transaction made through the Platform, Classi officially acts as the merchant of record. This means you additionally enter into a direct (legally binding) contractual relationship with Classi upon making a Purchase.

When rendering our Service, the information that we disclose is based on the information provided to us by Suppliers. As such, the Suppliers are given access to an extranet through which they are fully responsible for updating all rates, availability and other information which is displayed on our Platform. Although we will use reasonable skill and care in performing our Service, we will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our Platform or otherwise), inaccurate, misleading or untrue information or non-delivery of information. Each Supplier remains responsible at all times for the accuracy, completeness and correctness of the (descriptive) information (including the rates and availability) displayed on our Platform. Our Platform does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification or (star) rating of any Supplier (or its facilities, venue, products or services) made available.

Our Service is made available for personal and non-commercial use only. Therefore, you are not allowed to re-sell, deep-link, use, copy, monitor (e.g. spider, scrape), display, download or reproduce any content or information, software, purchases, products or services available on our Platform for any commercial or competitive activity or purpose.

2. Prices

The prices and VAT/sales taxes on our Platform are provided by Suppliers who are fully responsible for these. All punch card prices are per punch card for the entire punch card and

all prices are displayed excluding and including VAT/sales tax and all other taxes (subject to change of such taxes), unless stated differently on our Platform or the confirmation email. Applicable fees and taxes may be charged by the Supplier in the event of a no-show or (partial) cancellation fee.

Obvious errors and mistakes (including misprints) are not binding.

All special offers and promotions are marked as such.

3. Privacy and cookies

Classi respects your privacy. Please have a look at our [Privacy Statement](#) for further information.

4. Free of charge

Our Service is free of charge because we will not charge you for our Service or add any additional (sales) fees to the rate.

Suppliers pay a commission (being a small percentage of the product price (e.g. punch card price)) to Classi after the end user has purchased the service or product of the Supplier.

5. Credit card or bank transfer

If applicable and available, certain Suppliers offer the opportunity for sales to be paid (wholly or partly and as required under the payment policy of the Supplier) to the Supplier during the sales process by means of secure online payment (all to the extent offered and supported by your bank). For products and services, Classi facilitates (through third party payment processors) the payment of the relevant product or service (i.e. the payment facilitation service) at the election of the Supplier. Classi acts as the merchant of record. Payment is safely processed from your credit/debit card or bank account to the bank account of the third-party payment processor and payed out, in periodic intervals and minus the small commission, to the Supplier. Any payment facilitated to the Supplier in this manner will, in each case, constitute a payment of (part of) the sales price by you of the relevant product or service in the final settlement (bevrijdende betaling) of such (partial) due and payable price and you cannot reclaim such paid monies.

When a purchase is paid by credit or debit card, it will be processed by Adyen B.V. Please visit <https://docs.adyen.com/legal/terms-conditions> to understand how Adyen handles your personal data as part of the payment process. Adyen B.V. is fully compliant with the Payment Card Industry (PCI) Data Security Standard. Classi B.V, which acts as an independent third party and the merchant of record, has a contractual relationship with the Supplier to process your purchase payment as the Supplier's agent. Upon receipt of payment by Classi B.V., your obligation to the Supplier is extinguished.

Although Adyen B.V. provides the payment service, Classi B.V. takes ultimate responsibility for the credit card or debit card payment and will take care of Customer Support in case of questions related to a purchase paid by credit card or debit card.

For certain (i.e. non-refundable) rates or special offers, please note that Suppliers may require that payment is made upfront by wire transfer (if available) or by credit card or debit card, and therefore your credit card may be pre-authorized or charged (sometimes without any option for refund) upon making the purchase. Please check the (purchase) details of your product or service of choice thoroughly for any such conditions prior to making your purchase. You will not hold Classi or Adyen liable or responsible for any (authorized, (allegedly) unauthorized or wrong) charge by the Supplier and not (re)claim any amount for any valid or authorized charge by the Supplier (including for pre-paid rates, no-show and chargeable cancellation) of your credit card or debit card.

In the event of fraud or unauthorised use of your credit card by third parties, most banks and credit card companies bear the risk and cover all the charges resulting from such fraud or misuse, which may sometimes be subject to a deductible (usually set at EUR 50 (or the equivalent in your local currency)). In the event that your credit card company or bank charges the deductible from you because of unauthorised transactions resulting from a reservation made on our Platform, we will pay you this deductible, up to an aggregate amount of EUR 50 (or the equivalent in your local currency). In order to indemnify you, please make sure that you report this fraud to your credit card provider (in accordance with its reporting rules and procedures) and contact us immediately by email (support@classi-app.com). Please state 'credit card fraud' in the subject line of your email and provide us with evidence of the charged deductible (e.g. policy of the credit card company). This indemnification only applies to credit card reservations made using Classi's secure server and the unauthorised use of your credit card resulted through our default or negligence and through no fault of your own while using the secure server.

6. Pre-payment, cancellation, no-show and fine print

By making a Purchase from a Supplier, you accept and agree that Classi, acting as merchant of record, applies a no-refund policy with respect to products and services bought or otherwise used on the Platform, unless otherwise stated in the course description by Supplier. In such a case, you may contact either the Supplier (or Classi) if you have inquiries regarding your Purchase, cancellations, no-shows or refunds. Please note that certain rates or special offers are not eligible for cancellation or change. Applicable sales tax may still be charged by the Supplier in the event of a no-show or charged cancellation. In addition, Classi may charge processing fees and other charges used to cover administrative expenses in the event of a charged cancellation or requested refund of the Purchase.

Please note that a Purchase for which payment is deferred may be cancelled (without a prior notice of default or warning) insofar the relevant (remaining) amount(s) cannot be collected in full on the relevant payment date in accordance with the relevant payment policy of the Supplier and the Purchase. Cancellation and prepayment policies may vary among Suppliers. Please carefully read the fine print (if available, in the course description of Supplier) and important information in your Purchase confirmation for additional policies as may be applied by the Supplier (e.g. in respect of age requirement, security deposit, non-cancellation, punch cards valid for multiple courses or indefinitely). Late payment, wrong bank, debit or credit card details, invalid credit/debit cards or insufficient funds are for your own risk and account and you shall not be entitled to any refund of any (non-refundable) prepaid amount unless the Supplier agrees or allows otherwise under its (pre)payment and cancellation policy.

If you wish to cancel your Purchase, please revert to the Supplier or Classi. Please note that you may be charged for your cancellation in accordance with the Supplier's/Classi's cancellation, (pre)payment and no-show policy or not be entitled to any repayment of any (pre)paid amount. This could be the case if you have used one or more elements of your punch card (e.g. you attended one or more classes provided by Supplier using the respective punch card). We recommend that you ask the Supplier about the cancellation, (pre)payment and no-show policy of the Supplier carefully prior to making your Purchase and remember to make further payments on time as may be required for the relevant Purchase. Classi remains the ultimate responsible party with regards to refunds and will mediate between you and Supplier if you or Supplier may so request.

If you have a late or delayed arrival for services supplied by Supplier or cannot attend at all, make sure to (timely/promptly) communicate this with the Supplier so they know when to expect you to avoid cancellation charge or a no-show fee. Our customer service department can help you if needed with informing the Supplier. Classi does not accept any liability or responsibility for the consequences of your delayed arrival or any cancellation or charged no-show fee by the Supplier.

7. (Further) correspondence and communication

By completing a Purchase, you agree to receive an email which we may send you shortly after your Purchase which includes details of your Purchase such as the price, method of payment, expiry date and Supplier's name. Please see our privacy and cookies policy for more information about how we may contact you.

Classi disclaims any liability or responsibility for any communication with the Supplier on or through its platform. You cannot derive any rights from any request to, or communication with the Supplier or (any form of) acknowledgement of receipt of any communication or request. Classi cannot guarantee that any request or communication will be (duly and timely) received/read by, complied with, executed or accepted by the Supplier.

In order to duly complete and secure your Purchase, you need to use your correct email address. We are not responsible or liable for (and have no obligation to verify) any wrong or misspelled email address or inaccurate or wrong (mobile) phone number or credit/debit card number.

Any claim or complaint against Classi or in respect of the Service must be promptly submitted, but in any event within 30 days after the scheduled day of consummation of (part of) the product or service. Any claim or complaint that is submitted after the 30 days period, may be rejected and the claimant shall forfeit its right to any (damage or cost) compensation. Classi strives to respond to any claim or complaint that is submitted within the 30-day period within 14 business days.

Due to the continuous update and adjustments of rates and availability, we strongly suggest to make screenshots when making a Purchase to support your position (if needed).

8. Disclaimer

Subject to the limitations set out in these terms and conditions and to the extent permitted by law, we shall only be liable for direct damages actually suffered, paid or incurred by you due to an attributable shortcoming of our obligations in respect to our services, up to an aggregate amount of the aggregate cost of your Purchase as set out in the confirmation email (whether for one event or series of connected events).

However and to the extent permitted by law, neither we nor any of our officers, directors, employees, representatives, subsidiaries, affiliated companies, distributors, affiliate (distribution) partners, licensees, agents or others involved in creating, sponsoring, promoting, or otherwise making available the site and its contents shall be liable for (i) any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, (ii) any inaccuracy relating to the (descriptive) information (including rates, availability and ratings) of the Supplier as made available on our Platform, (iii) the services rendered or the products offered by the Supplier or other business partners, (iv) any (direct, indirect, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, pursuant to, arising out of or in connection with the use, inability to use or delay of our Platform, or (v) any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, whether due to (legal) acts, errors, breaches, (gross) negligence, willful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to the Supplier or any of our other business partners (including any of their employees, directors, officers, agents, representatives or affiliated companies) whose products or service are (directly or indirectly) made available, offered or promoted on or through the Platform, including any (partial) cancellation, strike, force majeure or any other event beyond our control.

Whether or not the Supplier has charged you for your punch card, product or service, or if we are facilitating the payment of the (Purchase) price, you agree and acknowledge that the Supplier is at all times responsible for the collection, withholding, remittance and payment of the applicable taxes due on the total amount of the (Purchase) price to the relevant tax authorities. Classi is not liable or responsible for the remittance, collection, withholding or payment of the relevant taxes due on the (Purchase) price to the relevant tax authorities. Classi does however act as the merchant of record for any product or service made available on the Platform.

By uploading photos/images onto our system (for instance profile pictures for personal profiles or courses) you certify, warrant and agree that you own the copyright to the photos/images and that you agree that Classi may use the uploaded photos/images on its (mobile) website and app, and in (online/offline) promotional materials and publications and as Classi at its discretion sees fit. You are granting Classi a non-exclusive, worldwide, irrevocable, unconditional, perpetual right and license to use, reproduce, display, have reproduced, distribute, sublicense, communicate and make available the photos/images as Classi at its discretion sees fit. By uploading these photos/images the person uploading the picture(s) accepts full legal and moral responsibility of any and all legal claims that are made by any third parties (including, but not limited to, brand owners) due to Classi publishing and using these photos/images. Classi does not own or endorse the photos/images that are uploaded. The truthfulness, validity and right to use of all photos/images is assumed by the person who uploaded the photo, and is not the responsibility of Classi. Classi disclaims all responsibility and liability for the pictures posted. The person who uploaded the photo warrants that the photos/images shall not contain any viruses, Trojan horses or infected files and shall not contain any pornographic, illegal, obscene, insulting, objectionable or inappropriate material and does not infringe any third party (intellectual property right, copyright or privacy) rights. Any photo/image that does not meet the aforesaid criteria will not be posted and/or can be removed/deleted by Classi at any time and without prior notice.

9. Intellectual property rights

Unless stated otherwise, the software required for our services or available at or used by our Platform and the intellectual property rights (including the copyrights) of the contents and information of and material on our Platform are owned by Classi B.V. or its Suppliers.

Classi (or if applicable, its Suppliers) retains ownership of all rights, title and interest in and to (all intellectual property rights of) (the look and feel (including infrastructure) of) the Platform on which the Service is made available (including the any reviews and translated content) and you are not entitled to copy, scrape, (hyper-/deep)link to, publish, promote, market, integrate, utilize, combine or otherwise use the content (including any translations thereof and the reviews) or our brand without our express written permission. To the extent that you would (wholly or partly) use or combine our (translated) content (including reviews) or would otherwise own any intellectual property rights in the Platform or any (translated) content or reviews, you hereby assign, transfer and set over all such intellectual property rights to Classi. Any unlawful use or any of the aforementioned actions or behaviour will

constitute a material infringement of our intellectual property rights (including copyright and database right).

10. Miscellaneous

To the extent permitted by law, these terms and conditions and the provision of our services shall be governed by and construed in accordance with Dutch law and any dispute arising out of these general terms and conditions and our services shall exclusively be submitted to the competent courts in the Netherlands.

The original English version of these terms and conditions may have been translated into other languages. The translated version is a courtesy and office translation only and you cannot derive any rights from the translated version. In the event of a dispute about the contents or interpretation of these terms and conditions or inconsistency or discrepancy between the English version and any other language version of these terms and conditions, the English language version to the extent permitted by law shall apply, prevail and be conclusive. The English version is available on our Platform (by selecting the English language) or shall be sent to you upon your written request.

If any provision of these terms and conditions is or becomes invalid, unenforceable or non-binding, you shall remain bound by all other provisions hereof. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and you will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of these terms and conditions.

11. About Classi and the support affiliates

The online sales service is rendered by Classi B.V., which is a private limited liability company, incorporated under the laws of the Netherlands and having its offices at Kraneweg 13-3, 9718JC, Groningen, the Netherlands and registered with the trade register of the Chamber of Commerce in Groningen under registration number 65251172. Our VAT registration number is NL856037849B01.

Classi has its headquarters in Groningen, the Netherlands and is supported by various affiliated group companies or individuals (the "support affiliates") throughout the world. The support affiliates only provide an internal supporting role to and for the benefit of Classi. Certain designated support affiliates render limited customer care support services (only by

telephone). The support affiliates do not have any Platform (and do not in any way control, manage, maintain or host the Platform). The support affiliates do not have any power or authority to render the service, to represent Classi or to enter into any contract in the name of, for or on behalf of Classi. You do not have a (legal or contractual) relationship with the support affiliates. The support companies do not operate and are not authorised to act as any form of process or service agent of Classi. Classi does not accept nor assume any domicile at any place, location or office in the world (also not at the office of its support affiliates), other than its registered office in Groningen.