

megafit

General terms & conditions

Article 1. Definitions

- 1.1 *Megafit*: The general partnership Megafit, established in (1054 ZL) Amsterdam, at Jacob van Lennepkade 155 H and registered in the Commercial Register of the Dutch Chamber of Commerce under file number 89991729.
- 1.2 *Services*: Megafit provides application hosting services as an intermediate between Customer(s) and Trainer and/or provider(s). Megafit brings together Trainer and/or provider(s) wishing to offer their services to potential Customer(s) and Customer(s) seeking a Trainer and/or Provider that suits their needs through Megafit's Platform and mediates between these parties. Megafit is not a party to any agreement between Trainer and/or provider(s) and Customer(s).
- 1.3 *Platform*: Megafit's website(s), apps, tools and other software, applications and/or devices on which Megafit's Services are made available.
- 1.4 *Users*: both the Trainer and/or provider(s) and/or Customer(s) who use or wish to use Megafit's Platform.
- 1.5 *Offer*: the offer of services and/or products in the field of Personal Training and related products and/or services such as nutritional advice, merchandise, courses, training and seminars, which can be purchased by the Customer via the Platform.
- 1.6 *The agreement*: any agreement between the Trainer and/or provider and Megafit regarding a subscription to the Platform and/or any agreement between Trainer and/or provider and Customer in which Customer purchases services from Trainer and/or provider.
- 1.7 *Trainer and/or provider*: a Trainer and/or other provider that wishes to offer its services to potential Customer(s) and uses the Platform for the conclusion and payment of the agreement.
- 1.8 *Customer*: the natural or legal person who is looking for a Trainer and/or provider that suits their needs and uses the Platform for the conclusion and payment of the agreement.

Article 2. Applicability of general terms and conditions

- 2.1 These general terms and conditions apply to all Megafit Services and to all agreements between Megafit and Trainer and/or provider(s) and all agreements between Trainer and/or provider(s) and Customer(s) concluded via the Platform. By using the Platform, Customer(s) and Trainer and/or provider(s) commit to these terms and conditions. These general terms and conditions do not apply to the offer of the Trainer and/or provider. The offer of the Trainer and/or Provider is subject to any general terms and conditions of the Trainer and/or Provider itself.
- 2.2 It is not possible to deviate from these general terms and conditions, unless expressly agreed otherwise in writing.
- 2.3 Except as provided in these general terms and conditions, the applicability of any general (purchase or delivery) conditions of Trainer and/or provider(s), Client(s), auxiliaries or third parties is expressly rejected.
- 2.4 Trainer and/or provider(s) and Customer(s) declare that they are aware of Megafit's facilitation role and that Megafit itself is not a party to the agreement between Trainer and/or provider(s) and Customer(s). Megafit only facilitates payment from Customer to Trainer and/or provider via the Platform.
- 2.5 If ambiguity exists regarding the interpretation of one or more provisions of these general terms and conditions, then the interpretation must take place 'in the spirit' of these general terms and conditions.

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2.6 If a situation arises between the parties which is not regulated in these general terms and conditions, such situation must be assessed 'in the spirit' of these general terms and conditions.

2.7 The most recent version of the general terms and conditions of Megafit shall apply. Megafit may amend and supplement these general terms and conditions at any time without prior notice and stating reasons. Amendments bind the Users immediately when declared applicable in writing with the sending of the general terms and conditions.

2.8 If one or more provisions of these general terms and conditions should at any time be declared void or annulled in whole or in part, the remaining provisions of these general terms and conditions shall remain in full force and effect. Megafit shall agree a new provision to replace the void or voided provision with the User. The purpose and intent of the original provision will be taken into account as much as possible.

Article 3. Registration

3.1 Users must register on Megafit's platform in order to use the current functionalities, such as posting the Offer of the Trainer and/or provider(s) and the ability of the Customer(s) to purchase their services. To this end, Users can create an account.

3.2 It is the responsibility of the Client to provide correct and complete contact and address details when concluding an agreement with a Trainer and/or provider. The Customer is obliged to notify inaccuracies in contact, payment and address details provided without delay to the Trainer and/or provider(s)/Megafit. All consequences are at the expense and risk of the Customer. Any medical complaints or injuries the Customer(s) must at all times make known to the Trainer and/or provider(s).

3.3 The Customer may use Megafit's platform free of charge. Customer shall not pay any subscription or service fees to Megafit. If Customer purchases a service from a Trainer and/or provider, the payment thereof shall be made via Megafit's Platform and Megafit shall remit to Trainer and/or provider the amount paid by Customer, after deducting the commission agreed with Trainer and/or provider.

3.4 Trainer and/or provider(s) must take out a subscription with Megafit to use the Platform. There are 3 types of subscriptions available, Platinum, Gold and Silver. The subscription fees must be paid monthly by automatic debit, via SEPA authorization, by Trainer and/or provider. If Customer purchases a service from a Trainer and/or provider, the payment thereof is made via Megafit's Platform and Megafit will remit the amount paid by Customer, after deduction of the commission agreed with Trainer and/or provider, to Trainer and/or provider. The commission for Megafit is as follows:

- a. Platinum: 0% commission per payment
- b. Gold: 10% commission per payment
- c. Silver: 20% commission per payment

Article 4. Offer

4.1 Megafit publishes the Offer on the Platform on behalf of the Trainer and/or provider in accordance with the information provided by the Trainer and/or provider. Megafit accepts no responsibility or liability for the content of the Offer on the Platform. Megafit is not obliged to check the information supplied for accuracy or completeness.

4.2 If an Offer has a limited period of validity or is made subject to conditions, this will be expressly stated in the Offer.

4.3 The Offer contains the necessary information so that it is clear to the Customer what its rights and obligations are that are attached to the acceptance of the Offer.

4.4 All images and descriptions of products and/or services and any related products and/or services displayed by Megafit on the Platform in connection with the Offer are intended to provide a general overview of the Offer only. No rights may be derived therefrom by Customer.

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4.5 Megafit and/or the Trainer and/or provider cannot be held to the Offer if the Customer understands or could reasonably understand that the Offer, or any part thereof, contains an obvious mistake, slip of the pen, printing, typesetting or typographical error.

4.6 Offers do not apply to future offers and are subject to availability with the Trainer and/or provider.

Article 5. Formation of the agreement

5.1 The agreement between Megafit and Trainer and/or provider is formed at the moment Trainer and/or provider takes out a subscription with Megafit for the promotion of its Offer via the Platform of Megafit.

5.2 The agreement between Trainer and/or provider and Customer comes into being at the moment the Customer purchases a service from a Trainer and/or provider via the Platform. Customer concludes an agreement directly with Trainer and/or provider, Megafit is not a part of this. Payment of Customer's purchased service from Trainer and/or provider is made via Megafit's Platform.

5.3 Changing an already concluded agreement between Megafit and Trainer and/or provider can only be agreed to in writing with the approval of both parties. Any additional costs shall be at the expense of Trainer and/or provider.

5.4 Changing an already concluded agreement between Trainer and/or provider and Customer can only be agreed in writing with the approval of both parties. Any additional costs shall be at the expense of the Customer.

Article 6. Execution of the agreement

6.1 Both Trainer and/or provider and Customer must create an account via Megafit's Platform. Creating an account is only permitted for persons over 18 years of age or the legal representative of a person under 18 years of age. Trainer and/or provider must additionally enter into a subscription with Megafit for offering its services to potential Customer(s). The platform can be used via Megafit's website or app.

6.2 Trainer and/or provider(s) offer their services through Megafit's Platform. When a Customer uses a service of a Trainer and/or provider, the agreement is concluded directly with Trainer and/or provider by Customer. Megafit is not a party to this. Only the payment of the purchased service is made via Megafit's Platform.

6.3 Trainer and/or provider then performs the agreed work themselves on behalf of Customer. Megafit is not a party to this.

6.4 By creating an account for Megafit's Platform and submitting its Offer, the Trainer and/or provider agrees to exercise all due care in its work that can be expected of a Trainer and/or provider as well as all additional matters including safety, welfare and the privacy of Customer(s) as well as due care in the processing of Customer(s)' personal data. In no event does Megafit warrant that work performed is suitable for the purpose and intended results to be achieved by Customer(s) and/or Trainer and/or provider(s).

Megafit only has a best-efforts obligation to bring supply and demand together. A successful result also depends on the efforts of the Customer.

6.5 Megafit shall not be liable for any damages of any kind suffered by Customer in connection with the performance of services by Trainer and/or provider. The Trainer and/or provider must themselves be adequately insured for legal liability and must be able to produce such insurance coverage to Megafit.

6.6 After entering into an agreement with Trainer and/or provider, Customer(s) must be available by phone or email to both Trainer and/or provider(s) in connection with the fulfillment of the agreement.

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Article 7. Obligations of Trainer and/or provider(s) and Client(s)

7.1 Trainer and/or provider(s) shall grant Customer(s) access to the location where the agreed work will be performed by Trainer and/or provider. Trainer and/or provider is himself responsible for observing the legal (safety) requirements during the performance of his work.

7.2 Trainer and/or provider(s) is free in its choice of tools, products and materials. All tools and materials shall as far as possible be taken by Trainer and/or provider(s) to the location of performance, unless the parties have agreed otherwise in writing in advance. Own resources remain property of Trainer and/or provider(s) unless otherwise agreed.

7.3 Failure to bring the own tools, products and materials prior to or after the performance of the work shall be at the expense and risk of Trainer and/or provider.

7.4 Trainer and/or provider is responsible for making timely inquiries about medical complaints or injuries. The safe performance of or participation in the personal training is at the expense and risk of the Trainer and/or provider(s). Claims of Customer(s) and third parties can never be recouped from Megafit.

7.5 Customer(s) is obliged to inform Megafit and Trainer and/or provider(s) correctly, as completely as possible and in a timely manner of all matters that may be relevant to the (further) performance of the agreement or is required by law to provide. Megafit and/or Trainer and/or provider(s) may thereby rely on the accuracy and completeness of the information and data provided by Customer(s), without Megafit and/or Trainer and/or provider(s) being obliged to verify the information provided by Customer(s). Customer(s) and/or Trainer and/or Provider(s) also vouch for the accuracy, completeness and reliability of the information and data provided to Megafit, even if it comes from third parties. The data and information must be provided in the form and manner requested by Megafit. Megafit shall not be liable for any damage caused during the performance of the work.

7.6 If the data and/or information is not or not timely provided to Megafit and/or Trainer and/or provider(s) by Customer, the other party shall be entitled to immediately suspend the (further) performance of the agreement or cancel the reservation, without being liable for any (damage) compensation.

7.7 Customer and/or Trainer and/or provider(s) shall allow Megafit to affix (or cause to be affixed) name markings and advertising to the location or work at no cost.

Article 8. Payment by Customer(s)

8.1 At the time the Agreement is concluded, the Customer is obliged to pay the Trainer and/or provider for the Offer. This payment obligation must be fulfilled by the Customer(s) by paying with an online payment method via the Platform. Prices are inclusive of VAT and exclusive of other costs, unless otherwise stated or agreed upon.

8.2 Megafit will transfer the payment to the Trainer and/or provider, minus the agreed commission to be withheld.

8.3 The (partial) refund of an online payment is only possible if the Offer cannot be (fully) delivered to the Customer(s). The refund takes place within 14 days, to the same account from which the payment was made.

8.4 In the event of non-timely or incomplete payment by the Customer(s), the Trainer and/or provider has the right to immediately suspend the execution of the agreement or to terminate the agreement by written declaration, without being bound to any damages.

8.5 In the event of late or incomplete payment by Customer(s), Customer shall be in default by operation of law and Megafit shall be entitled, without prior written notice of default being required, to charge Customer statutory (commercial or consumer) interest as well as extrajudicial (collection) costs of 15% with a minimum of 150.00. If the actual (extra)judicial (collection) costs exceed this 15%, Customer shall owe payment of the actual amount of costs.

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8.6 In deviation from the previous paragraph, in the event of non-payment, a Customer who is a consumer shall first receive a written notice of default with a period of 14 days to still meet his payment obligation. This period commences on the day after receipt of the notice of default by Customer. If payment is not made within these additional 14 days, Customer shall be in default and Megafit shall be entitled to claim statutory consumer interest as well as extrajudicial collection costs in accordance with the graduated scale of the Dutch Extrajudicial Collection Costs Decree.

8.7 The extrajudicial collection costs in accordance with the Extrajudicial Collection Costs Decree scale are:

- | | |
|--|--|
| - Over the first Euro 2.500,- | 15% with a minimum of € 40,-, max. € 375,- |
| - over the next Euro 2.500,- | 10% |
| - over the next Euro 5.000,- | 5% |
| - over the next Euro 190.000,- | 1% |
| - over the amount exceeding Euro 200.000,- | 0,5% with a maximum of € 6.775,- |

8.8. Payment will first be applied to outstanding interest and collection costs and then the outstanding invoice amount.

8.9 Payment shall be made without deduction, set-off or suspension, subject to mandatory consumer provisions.

8.10 Objections to the amount of the invoice do not suspend the payment obligation, subject to mandatory consumer provisions.

8.11 Upon failure to make payment, Megafit may also terminate membership in the platform with immediate effect by canceling Customer's account.

Article 9. Payment by Trainer and/or provider(s)

9.1 At the moment the agreement is concluded, the Trainer and/or provider is obliged to pay Megafit for membership of the Platform of Megafit. Payment is made by monthly direct debit. Prices are inclusive of VAT and exclusive of other costs, unless otherwise stated or agreed upon.

9.2 In the event of late or incomplete payment by Trainer and/or provider, Megafit shall have the right to immediately suspend performance of the agreement or terminate the agreement by written notice, without being liable for any damages. Membership of the Platform may therefore be terminated without further notice of default, without Megafit being liable for any damages.

9.3 In the event of late or incomplete payment by Trainer and/or provider, Trainer and/or provider shall be in default by operation of law and Megafit shall have the right, without prior written notice of default being required, to charge Trainer and/or provider statutory (commercial or consumer) interest as well as extrajudicial (collection) costs of 15% with a minimum of 150.00. If the actual (extra)judicial (collection) costs exceed this 15%, Trainer and/or Provider shall owe payment of the actual amount of costs.

9.4 9.3 In the event of late or incomplete payment by Trainer and/or provider, Trainer and/or provider shall be in default by operation of law and Megafit shall have the right, without prior written notice of default being required, to charge Trainer and/or provider statutory (commercial or consumer) interest as well as extrajudicial (collection) costs of 15% with a minimum of 150.00. If the actual (extra)judicial (collection) costs exceed this 15%, Trainer and/or Provider shall owe payment of the actual amount of costs.

9.4 In deviation from the preceding paragraph, a Trainer and/or provider who is a consumer and is not registered with the Dutch Chamber of Commerce shall, in the event of non-payment, first receive a written notice of default with a period of 14 days in which to meet his/her payment obligation. This period commences on the day after receipt of the notice of default by Trainer and/or Provider. If payment is not made within these additional 14 days, Trainer and/or provider shall be in default and Megafit shall be entitled to claim statutory consumer interest as well as extrajudicial collection costs in accordance with the graduated scale of the Dutch Extrajudicial Collection Costs Decree.

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9.5 The extrajudicial collection costs in accordance with the Extrajudicial Collection Costs Decree scale are:

- over the first Euro 2.500,- 15% with a minimum of € 40,-, max. € 375,-
- over the next Euro 2.500,- 10%
- over the next Euro 5.000,- 5%
- over the next Euro 190.000,- 1%
- over the amount exceeding Euro 200.000,- 0,5% with a maximum of € 6.775,-

9.6 Payment shall be applied first to outstanding interest and collection costs and then to the outstanding invoice amount.

9.7 Payment must be made without deduction, set-off or suspension, subject to mandatory consumer provisions.

9.8 Objections to the amount of the invoice do not suspend the payment obligation, subject to mandatory consumer provisions.

9.9 In the event of non-payment, Megafit may also terminate the membership of the Platform with immediate effect by suspending the account of Trainer and/or provider and terminating the subscription, without being liable for any damages.

Article 10. Inability to pay

10.1 Without prejudice to the provisions of the other articles of these general terms and conditions trainer is entitled to dissolve the agreement without further notice of default and without judicial intervention by means of a written statement to the client, at the time when client:

- a. is declared bankrupt or an application for its bankruptcy is filed;
- b. applies for (temporary) suspension of payment;
- c. is the subject of an execution order;
- d. is placed under guardianship or administration;
- e. otherwise loses the power of disposition or legal capacity with respect to his assets or parts thereof.

Article 11. Rates

11.1 Megafit charges services on the basis of a predetermined and agreed amount or commission per service/agreement.

11.2 If after the conclusion of the agreement the level of wages and (raw material) costs increases, whether or not pursuant to a statutory obligation, Megafit shall have the right to increase its rates accordingly. Trainer and/or provider shall be liable to pay such price increase.

11.3 If no rate has been expressly agreed, the rate shall be determined on the basis of the hours actually worked and Megafit's usual (hourly) rates.

11.4 If Megafit has agreed a fixed rate with Trainer and/or provider, Megafit shall nevertheless be entitled to increase such rate if, during the performance of the work, it appears that the amount of work originally agreed or expected was underestimated to such an extent when the agreement was concluded, and this is not attributable to Megafit, that Megafit cannot reasonably be required to perform the agreed work at the originally agreed rate. Megafit shall of course immediately notify Trainer and/or provider of this. Trainer and/or provider is obliged to pay these additional costs.

11.5 If the agreement ends before the assignment is completed or the time for which it was granted has expired, Megafit shall be entitled to payment of fees for and costs of the part of the service already performed

Article 12. Force majeure

12.1 In the event Megafit or Trainer and/or provider is unable to perform its obligations under the agreement, in a timely manner or properly as a result of a cause not attributable to it, including but not limited to, illness of itself, employees or third parties engaged by it, pandemics and epidemics, governmental measures, failures in the computer network, software, applications app, website,

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internet or other technical failures, failures of suppliers of Megafit or Trainer and/or provider or third parties engaged by them and other stagnation in the normal course of business within its company or that of Customer, such obligations shall be suspended until such time as Megafit or Trainer and/or provider is still able to perform them in the agreed manner.

12.2 In these general terms and conditions, force majeure shall mean circumstances which are not the fault of Megafit or Trainer and/or provider, and which are not for the account of Megafit or Trainer and/or provider by virtue of the law, a legal act or generally accepted practice. In addition to this explanation of force majeure under the law and jurisprudence, force majeure shall also include all external causes, foreseen or unforeseen, which Megafit or Trainer and/or provider cannot influence, but which prevent him from fulfilling the obligations.

12.3 If the period of force majeure lasts longer than 2 months or is of a permanent nature, both parties are entitled to terminate the agreement with immediate effect, by written notice, without judicial intervention, without the parties being able to claim any damages.

12.4 If Megafit or Trainer and/or provider has already partially fulfilled or will be able to fulfill its obligations under the agreement at the time of the occurrence of Force Majeure, Megafit or Trainer and/or provider shall be entitled to separately invoice the part already fulfilled or to be fulfilled respectively. Customer is obliged to pay this invoice as if it were a separate agreement.

Article 13. Liability and indemnity

13.1 Megafit accepts no liability in connection with the performance of the agreement, as it is carried out by the Trainer and/or provider. Megafit can therefore not be held liable for injuries, lesions or dissatisfaction etc. as a result of the performance of the agreement by Trainer and/or provider.

13.2 Megafit accepts no liability for the availability and accessibility of the Platform.

13.3 Megafit shall not be liable for any damage, of whatever nature, caused by Megafit's reliance on incorrect and/or incomplete information provided by or on behalf of the Trainer and/or provider(s) or Customer(s). Similarly, Megafit shall not be liable for incorrect or incomplete information and the consequences thereof in the Trainer and/or provider(s) Offer.

13.4 Megafit shall not be liable for any damage, of whatever nature, resulting from the failure of Customer(s) and/or Trainer(s) and/or provider(s) to comply with the directions or instructions given on the Platform.

13.5 Megafit shall never be liable for any form of damage suffered by third parties. Customer and/or Trainer and/or provider(s) shall indemnify and hold Megafit harmless in respect of any and all third party claims due to or resulting from the performance of the agreement.

13.6 Megafit shall never be liable for any damage suffered by Customer(s) or Trainer and/or providers caused by third parties.

13.6 Megafit shall never be liable for any trading, indirect or consequential loss suffered by Customer(s) or Trainer(s) and/or provider(s), including but not limited to any loss or loss of profits, stagnation in the regular course of its business, personal injury or immaterial damage.

13.7 Should Megafit nevertheless prove to be liable for damages suffered by Customer(s) or Trainer and/or provider(s), such liability shall be limited solely to direct damages caused by a failure attributable to Megafit and shall be limited to the maximum amount paid out by Megafit's insurance company. If the insurance does not provide cover or is not taken out, any liability shall be limited to a maximum of the amount invoiced or to be invoiced over a maximum period of 3 months.

13.8 The foregoing limitations of liability shall not apply if the damage is due to intent or gross negligence of Megafit or its executives or if mandatory statutory provisions, whether or not for consumers, prevent this.

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Article 14. Right of withdrawal

14.1 The right of withdrawal explicitly does not apply in respect of business clients and/or in respect of customized (digital) products and services, such as Personal Training, nutrition, training schedules, advice and coaching. Since only customized products and/or services are offered, no right of withdrawal applies to Client(s).

Article 15. Dissolution of the agreement and cancellation

15.1 Cancellation of a concluded agreement between Customer and Trainer and/or provider is not possible, unless the Trainer and/or provider indicates that free cancellation is possible.

15.2 The Trainer and/or provider has the right to cancel an assignment desired by Customer if the Offer is no longer available, the Customer has provided incorrect or incomplete (contact) data or in case of force majeure. Megafit also has the right, on behalf of the Trainer and/or provider, to refuse an order by Customer or payment, if there is reasonable doubt as to the correctness or authenticity of the order or (contact) data of the Customer, without being liable for any compensation.

15.3 If the Customer places an incorrect order or otherwise fails to fulfill its obligations under the agreement, Megafit may decide to refuse future orders from the Customer.

15.4 In the event of cancellation of a subscription by Trainer and/or provider, this shall be regarded as cancellation, for which the notice period stated below shall be applied by Megafit.

15.5 Agreements between Customer and Trainer and/or provider are concluded for a minimum period of 12 months. The agreement cannot be terminated prematurely by Customer, only by the end of the agreed period of 12 months. If the agreement is not terminated in time by Customer to Trainer and/or provider, the agreement is tacitly renewed, but Customer has the right to terminate the agreement monthly by the end of the month subject to a notice period of 1 month in writing.

15.6 Trainer and/or provider enters into a subscription with Megafit for a minimum term of 6 months. The subscription is not terminable during the term, only by the end of the agreed period with due observance of a notice period of 1 month. If the agreement is not timely terminated in writing by Trainer and/or Provider, the subscription will be extended by the same period of 6 months, also with a notice period of 1 month, towards the end of the agreed period.

15.7 Megafit shall have the right to terminate the membership of the Platform for Customer or Trainer and/or provider at any time, without observing any notice period, in case Customer or Trainer and/or provider does not comply with the rules of conduct or these general conditions. In such case, Megafit shall not be liable for any compensation to Customer or Trainer and/or provider.

Article 16. Complaints

16.1 Complaints regarding the Offer or the execution of the agreement, should be lodged with the Trainer and/or provider(s). Megafit can assume a mediating role, but is not responsible for the Offer of the Trainer and/or provider(s) or the performance of the agreement.

16.2 A complaint about Megafit's services can be submitted by email or post using the contact details as shown on the Platform. Complaints must be submitted to Megafit within 7 days of using the Platform.

16.3 Megafit should be given the opportunity to investigate the complaint. Megafit aims to address a complaint within 30 days. If, in Megafit's opinion, a complaint is justified, Megafit will endeavor to find an appropriate solution.

16.4 Complaints do not suspend the payment obligation.

Article 17. Intellectual property rights

17.1 Megafit reserves all rights in respect of products of the mind which Megafit uses or has used to the extent that rights in a legal sense may exist or be established in respect of such products.

Intellectual property on content, images and design of the Platform, merchandise, courses, training, seminars or belongs to Megafit.

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17.2 Users are expressly prohibited from reproducing, processing, exploiting or otherwise disclosing (any part of the) Platform, information on the Platform, other material or any of the aforementioned products and services displayed on the Platform via the website or app without Megafit's prior written consent.

17.3 After the end of the agreement, Megafit shall have no retention obligation with respect to the information or data used, subject to the statutory retention period.

17.4 Customer(s) and Trainer and/or provider(s) warrant that the information, documents, images and files provided by them do not infringe any intellectual property rights of third parties.

Customer(s) and Trainer and/or provider(s) shall be liable for any damages suffered as a result of such infringement and shall indemnify Megafit against any claim by such third parties and/or right holder.

17.5 Customer(s) and/or Trainer and/or Provider(s) shall, in the event of any breach of the provisions of this clause, be liable to compensate Megafit in full for any and all damages suffered by Megafit and by third parties. Megafit reserves the right to claim a penalty of € 2.500,00 per violation, increased by € 250,00 per day that the violation continues, with a maximum of € 25.000,00 in lieu of the damages suffered.

Article 18. Confidentiality and privacy

18.1 The parties are obliged to maintain confidentiality vis-à-vis third parties who are not involved in the execution of the agreement. This confidentiality relates to all information of a confidential nature concerning all facts and details concerning the companies which he/she knows or can reasonably suspect to be confidential, which have been made available by the other party and the results obtained by processing them. This confidentiality shall not apply insofar as statutory or professional regulations and other national or international regulations of similar purport impose a duty to disclose, or insofar as one party has relieved the other of the duty of confidentiality or in confidential collegial consultations within the organizations of the parties, insofar as the parties consider this necessary for the careful performance of the agreement or for the careful compliance with statutory or professional obligations.

18.2 Megafit shall be entitled to use the numerical results obtained after processing, provided such results are not traceable to individual Client(s) and Trainer(s) and/or provider(s) and personal data, for statistical or comparative purposes. Megafit further reserves the right to refer to or use the Client name, the project, the work performed and the visual material created as a reference or example for all commercial purposes, without any compensation to Client or Trainer and/or provider. For the use of the Client name and visual material, prior permission will be requested from Client or Trainer and/or provider.

18.3 Megafit shall not be entitled to use the information made available to it by Customer(s) or Trainer and/or provider(s) for any purpose other than that for which it was obtained, except as provided in paragraph 2, and in the event Megafit represents itself in disciplinary, civil or criminal proceedings in which such records may be relevant. Megafit shall not be liable for any damages in such cases. Nor shall Customer or Trainer and/or provider be entitled to terminate the agreement on the grounds of any damage caused thereby.

18.4 Except with the explicit prior written consent of Megafit, Customer or Trainer and/or provider is not allowed to disclose the content of the platform, the app, (online) courses, training techniques, nutritional schemes and/or other mental products and the associated resources such as videos, login details and/or workbooks of Megafit, or otherwise make available to third parties, except to the extent that this arises directly from the agreement, is done to obtain an expert opinion on the relevant activities of Megafit, Customer or Trainer and/or provider has a statutory or professional obligation to disclose, or Customer or Trainer and/or provider is acting on their own behalf in disciplinary, civil or criminal proceedings.

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18.5 The data and information provided by Customer or Trainer and/or provider to Megafit and collected by Megafit shall be kept carefully and confidentially.

18.6 Megafit may use Customer's or Trainer's and/or provider's personal data originating solely and exclusively in the context of the performance of its delivery obligation or the handling of a complaint. Megafit is not permitted to lend, rent, sell or otherwise disclose Customer's or Client's personal data.

18.7 When visiting Megafit's website or app, Megafit may collect information from Customer or Trainer and/or provider about the use of the Platform and/or the website or app by means of cookies. The information collected by Megafit through cookies may be used for functional and analytical purposes.

18.8 Customer(s) and/or Trainer and/or provider(s) shall, in the event of any breach of the provisions of this clause, be liable to compensate Megafit and third parties in full for any and all losses suffered. Megafit reserves the right to claim a penalty of €2.500,00 per violation, plus €250,00 per day that the violation continues, with a maximum of €25.000,00 in lieu of the damages suffered.

Article 19. Applicable law and competent court

19.1 All Services of Megafit to which these terms and conditions apply shall be exclusively governed by Dutch law. Megafit and the User shall mutually seek an appropriate solution to the dispute and/or complaint before taking further legal action.

19.2 The applicability of the Vienna Sales Convention or other applicable International laws and regulations is expressly excluded.

19.3 The Dutch court in the district where Megafit is established has exclusive jurisdiction to hear any disputes between the parties, subject to mandatory consumer provisions.