

Azembora Oy – Terms of Service

1. SCOPE OF APPLICATION

These terms of service are applied to and form part of the service agreement entered into by and between Azembora Oy (hereinafter, the "Service Provider") and its customer (hereinafter, the "Customer").

2. SERVICES

The content, extent and fee of the Service Provider's Services are agreed upon by the Service Provider and the Customer in writing in advance by means of executing a service agreement.

3. MEMBERSHIP

In order to use the Service Provider's Services, the Customer is required to acquire membership of the Service Provider. Membership is acquired by the means of the service agreement between the Service Provider and the Customer. The membership gives the Customer the right to attend the Service Provider's classes to the extent determined in the service agreement.

The membership is personal, and cannot be transferred by the Customer to a third party.

Membership may be acquired solely by persons of at least 16 years of age.

4. OBLIGATIONS OF MEMBER

The Customer is at all times obligated to adhere to the Code of Conduct of the Service Provider. The Service Provider has the right to make changes in the Code of Conduct from time to time. The Service Provider shall notify the Customer of any changes in the Code of Conduct.

The Customer is obligated to, upon request by the Service Provider or any employee of the Service Provider, confirm his or her identity when using the Service Provider's Services.

The Customer is obligated to inform the Service Provider of any changes in the Customer's contact details. Further, the Customer is obligated to inform the Service Provider of any changes in his or her credit or bank account details, if the Customer is subject to monthly invoicing in accordance with Section 6.

If the Customer is subject to monthly invoicing by means of SEPA direct debit in accordance with Section 6, the Customer is obligated to provide the Service Provider with any and all necessary authorizations to perform the SEPA direct debit. Further, the Customer is obligated to conclude any and all necessary service agreements with the bank of the Customer's choice in order to enable the SEPA direct debit.

The Customer is obligated to, prior to attending a dance class, check in for the class which the Customer intends to attend. The Customer may check in through the MindBody app, the in-studio self-service terminal, the service provider web-site or at the Service Provider's reception.

The Customer realizes and accepts that the Service Provider cannot guarantee that the Customer is able to attend a specific class due to restricted attendance.

5. FEE

The Service Provider's fee is determined in the service agreement entered into by and between the Service Provider and the Customer.

The Service Provider has the right to, without the consent of the Customer, make changes in the fee. The Service Provider shall notify the Customer of changes in the fee one (1) month prior to the effective date of the change.

6. INVOICING

Services offered in the form of a pre-defined amount of classes as well as services offered in the form of seasonal access to an unlimited amount of classes are charged in advance when entering into the service agreement. Services offered in the form of a fixed-term agreement may be charged in advance or through monthly invoicing, as determined in the service agreement. Unless otherwise agreed, Services offered until further notice are charged through monthly invoicing in advance.

If the Customer is subject to monthly invoicing, the fee is due and charged on the date of each month as determined in the service agreement. The fee is debited by the Service Provider from the Customer's credit card or by means of SEPA direct debit in accordance with the service agreement. In the event a scheduled monthly payment is declined, the Service Provider reserves the right to charge the Customer with an additional Declined Payment Fee in accordance with the Service Provider's price list.

If applicable, Finnish value-added tax is added to the charged fee in accordance with the tax rate valid from time to time.

The Service Provider is entitled to cease the provision of Services, if the payment of an outstanding fee is delayed by more than 15 days. The discontinuance of the Services does not affect the Service Provider's right to charge for Services performed before the decision to cease the provision of the Services was made.

The Service Provider is entitled to penalty interest at the rate of 8 % per annum as of the due date of the fee.

The Service Provider may transfer the debt collection of any unpaid fees to a debt collection agency. In the event the Customer is contacted by a debt collection agency for the collection of any unpaid fees, the Customer is obligated to follow the payment instructions received by the debt collection agency.

7. TEMPORARY FREEZE OF MEMBERSHIP

The Customer may request a temporary freeze of his or her fixed-term membership or membership which is valid until further notice. Notwithstanding the aforementioned, a Customer whose membership grants the Customer seasonal access to the

Azembora Oy – Terms of Service

Service Provider's Services may not temporarily freeze his or her membership.

During the temporary freeze, the Customer's membership and right to obtain the Service Provider's Services is temporarily cancelled. Therefore, the Customer may not attend classes during the temporary freeze of his or her membership.

In the event a Customer with a prepaid fixed-term membership requests a temporary freeze of his or her membership, the Customer's membership period is extended by a corresponding period. In the event a Customer with a membership which is valid until further notice or a membership which is charged through monthly invoicing requests a temporary freeze of his or her membership, the Customer is not obligated to pay the Service Provider's fee which is accrued during the corresponding time. The Customer is, however, obligated to pay any and all outstanding fees which have accrued prior to the period during which the membership is frozen.

The temporary freeze of membership may be used for a minimum period of one (1) week. The maximum period of the temporary freeze is four (4) weeks per calendar year.

Notwithstanding the aforementioned, the temporary freeze of membership may be requested for medical or business relocation reasons for a minimum period of two (2) weeks and weekly blocks thereafter, up to a maximum of 26 weeks within a twelve (12) month period.

The Customer shall request temporary freeze of membership in writing. The request for temporary freeze of membership shall be submitted to the Service Provider by email no less than 72 hours prior to the commencement of the requested temporary freeze. In the event the Customer requests temporary freeze of membership for medical or business relocation reasons, the request shall be accompanied by a medical certificate showing that the Customer is unable to attend classes, or an employer's letter stating the business relocation.

The Customer may not request temporary freeze of membership during free time period received from promotional campaigns, raffle wins or other special occasions.

8. PERSONAL DATA

The Customer is aware of and accepts that the Service Provider collects personal data on its Customer in order to provide its Services. The Service Provider collects and processes the Customer's personal data in accordance with the Service Provider's description of its personal data file. The Service Provider warrants that the Service Provider collects and processes the Customer's personal data in accordance with the Personal Data Act (523/1999, as amended).

The Customer has the right to review his or her personal data registered by the Service Provider and demand changes in and deletion of the personal data in accordance with the provisions of the Personal Data Act.

The Service Provider does not transfer the Customer's personal data to third parties without the prior written consent of the Customer, unless required by law.

9. LIABILITY

The Customer is aware of the fact that the participation in the Service Provider's classes and programs may involve strenuous activity and risks for physical injuries. The Service Provider is not, to the extent permitted by applicable law, responsible for potential personal injuries, theft or economic loss of the Customer which arises in the Service Provider's premises and/or during the Service Provider's classes and programs.

10. FORCE MAJEURE

The Service Provider and the Customer shall not be held liable for a failure to perform their obligations in case the failure is caused by force majeure circumstances that the party failing to perform its obligations could not prevent or foresee. The party hindered to perform its obligations shall inform the other party of such hindrance without undue delay and shall perform its obligations immediately once the force majeure circumstances cease to exist.

11. TERM AND TERMINATION

If not terminated in accordance with the terms below, a fixed-term service agreement is valid until the end of the contractual period determined in the service agreement or until both parties have performed their obligations related to their contractual relationship. A service agreement valid until further notice is valid until terminated in accordance with the terms below.

A fixed-term service agreement regarding prepaid services may be terminated by the Customer. If the Customer terminates a fixed-term service agreement regarding prepaid services, the Service Provider shall be entitled to withhold the paid service fee. The Customer is therefore not entitled to a refund.

A fixed-term service agreement regarding prepaid services may further be terminated by the Service Provider by one (1) months written notice if the Customer does not adhere to the Service Provider's Code of Conduct or otherwise does not behave or act in a way which is appropriate or acceptable when using the Services. The termination shall be preceded by a warning in written form issued by the Service Provider to the Customer. If the Service Provider terminates a fixed-term service agreement regarding prepaid services, the Service Provider shall be entitled to withhold the paid service fee. The Customer is therefore not entitled to a refund.

A fixed-term service agreement regarding monthly invoiced Services may be terminated by the Customer with one (1) months written notice. The termination notice shall be submitted to the Service Provider by e-mail. If the Customer terminates a fixed-term service agreement regarding monthly invoiced services, the Service Provider shall be entitled to charge the Customer with an early termination fee. The early termination fee shall be 50 % of the Customer's remaining monthly fees. Notwithstanding the aforementioned, the Service Provider is not entitled to charge an early termination fee if the Customer

Azembora Oy – Terms of Service

terminates a fixed-term service agreement regarding monthly invoiced services due to permanent physical or medical reasons. When terminating the service agreement due to physical or medical reasons, the Customer shall provide the Service Provider with a medical certificate issued by a qualified medical practitioner stating that the Customer is permanently unable to attend the Service Provider's classes.

A fixed-term service agreement regarding monthly invoiced Services may further be terminated by the Customer by one (1) months written notice within 14 days from entering into the service agreement. In such case, the Service Provider is not entitled to charge an early termination fee. The Service Provider shall, however, have the right to charge the first monthly installment of the Service Provider's fee.

A fixed-term service agreement regarding monthly invoiced services may further be terminated by the Service Provider by one (1) months written notice if the Customer does not adhere to the Service Provider's Code of Conduct or otherwise does not behave or act in a way which is appropriate or acceptable when using the Services. The termination shall be preceded by a warning in written form issued by the Service Provider to the Customer.

A service agreement which is valid until further notice may be terminated by each party by giving two (2) weeks written notice. Provided that notice was given two weeks prior to the Customer's next invoice, the Service Provider will ensure that the next invoice is no longer generated and the contract is terminated.

The Customer shall have the right to use the Service Provider's Services in accordance with the service agreement until the end of the notice period.

The Service Provider is entitled to revoke the service agreement with immediate effect should the Customer substantially violate its contractual obligations and should the Customer not rectify the violation in reasonable time after the Service Provider's written notice. The notice shall be sent in writing by mail or email.

12. AMENDMENTS

The Service Provider has the right to make changes in its fees, price list, services and terms of service without the prior consent of the Customer. In the event the changes are assumed unfavorable for the Customer, the Service Provider shall notify the Customer of the changes in writing one (1) month prior to the effective date of the change, at the latest. In the event the Service Provider makes substantial changes which are unfavorable for the Customer, the Customer shall have the right to terminate the service agreement by written notice prior to the effective date of the change. The termination shall be effective as of the effective date of the change. The termination shall have the effects described in Section 11.

13. NOTICES

All written notices to be delivered by the Customer to the Service Provider may be delivered in person to the reception of the

Service Provider or by email to the address info@azembora.com.

All written notices and warnings to be delivered by the Service Provider to the Customer may be delivered by mail or email to the Customer's address specified in the service agreement.

Both parties are obligated to, without undue delay, inform the other party of any changes in the contact details stated herein.

14. MISCELLANEOUS CONDITIONS

The agreement between the Service Provider and the Customer cannot be transferred to a third party. Notwithstanding the aforementioned, the Service Provider may transfer the agreement between the Service Provider and the Customer to a third party acquiring the Service Provider's business in whole or in part as part of a business purchase.

The Service Provider has the right to make changes in its provided services and its opening hours without the prior consent of the Customer. The Customer is aware of and accepts the Service Provider's right to make changes in the provided services and opening hours.

The Service Provider has the right to close its studio for a unlimited period of time during which the Customer's membership is automatically frozen with the effects stated in Section 7.

15. GOVERNING LAW AND DISPUTE RESOLUTION

The relationship between the Service Provider and the Customer shall be governed by the laws of Finland.

Any disagreements related to the Services shall primarily be settled by amicable negotiations. The Service Provider and Customer are also entitled to refer potential disputes to the District Court.