General Terms and Conditions Gymnastics Tools:

1. Applicability

- These general terms and conditions apply to all offers, quotations and agreements for the supply of services products and events by Gymnastics Tools and brand-name and trade names of Gymnastics Tools.
- Deviations from these terms and conditions can only be made in writing and only apply to the specific agreement to which the deviations relate. The applicability of the general terms and conditions of the contracting party is hereby explicitly rejected, unless these are accepted in writing by Gymnastics Tools.
- If one or more of the clauses in these general terms and conditions are wholly or partially void or voided, then these general terms and conditions remain fully applicable. Gymnastics Tools and the client will then consult to agree on new terms to replace the void or voided provisions, as much as possible observing the purpose and intent of the original provisions.
- If a situation arises between parties that is not covered by these general conditions or if uncertainty exists regarding the interpretation of one or more provisions, then the spirit of these provisions should be followed.

2. Terms of payment and delivery

2.1. Amounts

- The prices indicated with the corresponding product must be paid in order to receive the product, excluding any discounts.
- All prices quoted for services of Gymnastics Tools are exclusive of VAT and other government levies, any costs incurred in the context of the agreement, including travel and accommodation, shipping and handling costs, unless otherwise indicated.
- All prices of products are excluding VAT unless otherwise indicated. Gymnastics Tools is at all times entitled to increase the fee or price without the client being entitled to terminate the agreement for that reason, if the increase is a result of a power or obligation under the law or legislation or is caused by an increase in the price of raw materials, wages etc. or other reasons that were not reasonably foreseeable at the conclusion of the agreement..

2.2. Method of payment

- When purchasing a product or service, payment must be made online. Gymnastics Tools accepts various payment methods: iDeal, Paypal, credit card and bank transfer. Payment by invoice is also possible.
- A purchase at Gymnastics Tools is a one-time transaction, unless otherwise indicated.
- When purchasing a subscription, direct debits will take place as long as the agreed period.
- Once a payment has been made you cannot withdraw from the purchase. Should the product not meet your expectations, please contact Gymnastics Tools. Gymnastics Tools will look for an appropriate solution in consultation with you.

2.3. Deadline

- Pre-payment is required to access Gymnastics Tools products.

2.4. Online Gymnastics Coach

- As soon as possible but no longer than 7 days after payment of an application for the Online Gymnastics Coach, you will receive the feedback and analysis of your application from Gymnastics Tools.
- If an application is not delivered within the agreed number of days due to delay, you will receive the product for free. Provided that there is a case of force majeure. This will be communicated to you.
- If you have purchased several applications, all purchased applications are valid for one year from the time of payment.
- If the product is not delivered within the agreed number of days due to delay, you can also choose to dissolve the agreement. You will receive your money back and will not receive any product from Gymnastics Tools..

2.5. Online platform

- After paying for one of our platform subscriptions, you will have immediate access to your account, with the login details sent to the e-mail address provided.
- If you purchase a one-month trial subscription, it will automatically be changed to a monthly subscription after this month.
- Cancellation of the platform subscription is done by e-mail, no later than 2 days before the start of the next month. Cancellation can be done via info@gymnasticstools.nl

2.6. Online training courses

- After paying for an online course, you will receive immediate access to the purchased course. In case of a bundle of trainings of your choice, you will be connected to the trainings within three days. If this is not the case, please contact Gymnastics Tools.
- Certificates obtained during the online training are requested by the participant by e-mail. The certificate will then be sent to the participant within a week.

2.7. Products online gymnastics webshop / Amazon

- After purchasing a product from the online gymnastics shop, you will receive a confirmation by e-mail.
- The products will be sent within 3 working days to the address given.

2.8. Association support

- For association support the customer chooses a total amount or a monthly direct debit. The customer will sign an authorization allowing Gymnastics Tools to debit the customer's bank account periodically or once per month. When the parties do not agree on a direct debit, the customer will have to pay within 14 days after the invoice date. Payment must be made in advance before the customer receives support.
- If the customer does not comply with his payment obligation, he is immediately in default. Gymnastics Tools is entitled to charge statutory interest and collection costs after placing the customer in default and a period of 14 days has passed. The collection costs are 15% on amounts up to € 2,500, with a minimum of € 40, -, 10% on the next € 2,500, -, 5% on the next € 5,000, -, 1% on the next € 190,000, and 0.5% on the remainder with a maximum of € 6,775,

2.9. Offers/discounts and quotations

- Discount codes can only be used once and are not valid in combination with other promotions.
- Gymnastics Tools cannot be held to its offers if the customer can reasonably understand that the offer, or any part thereof, contains an obvious mistake or error.

- All offers are valid for 30 days, unless otherwise indicated on the offer. All offers are based on the information provided by Gymnastics Tools during the preliminary discussions, which are deemed to be accurate by Gymnastics Tools.
- Should the acceptance (whether or not on minor points) differ from the offer included in the quote or offer, then Gymnastics Tools is not bound by this. The agreement will not be established in accordance with this acceptance, unless otherwise indicated by Gymnastics Tools.
- A combined quote does not oblige Gymnastics Tools to carry out part of the order at a corresponding part of the price. Offers or quotations do not automatically apply to future orders.
- If the Customer takes an option on a date(s), whether or not after receiving a quote, this option remains in effect for a maximum of one month, after which it expires. If the client wishes to convert the option into a definitive agreement, he should inform Gymnastics Tools by e-mail within one month after taking the option.

3. Warranty conditions

- If the product or service does not meet your expectations and wishes you can contact Gymnastics Tools directly for an appropriate solution. The guarantee can differ per person and will be agreed upon. The guarantee will only be approved when both parties are satisfied. The guarantee should be feasible for both parties.
- In case of any malfunction within the Gymnastics Tools app, Gymnastics Tools website and all social media channels of Gymnastics Tools, all efforts will be made to resolve this as soon as possible. Please report the interruption as soon as possible. No refunds are possible during the interruption period.

3.1. Force majeure

- Due to illness, private circumstances, etc. the delivery of products may be delayed. This will be communicated to you immediately and solved in consultation with you.

3.2. Retention of title

- The videos, advice and products of Gymnastics Tools may not be distributed without the permission of Gymnastics Tools.
- When sharing Gymnastics Tools products the name of the company or the Gymnastics Tools logo should be displayed. If you are unsure whether a Gymnastics Tools product can be shared, please contact Gymnastics Tools.
- After payment of a Gymnastics Tools product the product remains the property of Gymnastics Tools.
- The creation of accounts for the Gymnastics Tools products are personal (Gymnastics Tools app, online training). This applies to both accounts created by users and accounts created by Gymnastics Tools. The accounts and logins are not to be shared with others. If a user (partially) violates the provisions of this article he/she shall, without further warning or notice and without judicial intervention being required, incur an immediately payable fine of € 2000, (two thousand euros) per event, whereby the use of one piece of information counts as one event, without prejudice to Gymnastics Tools' right to take further legal action against the user and to claim damages.

4. Use of third parties

- The contractor has the right to have certain activities carried out by third parties.
- Should Gymnastics Tools wish to involve third parties in the execution of the order, Gymnastics Tools will only do so with the agreement of the client.

5. Execution of the order

- If Gymnastics Tools or third parties employed by Gymnastics Tools carry out activities in the context of the order at the Customer's location or at a location designated by the Customer, the Customer shall provide the reasonably required facilities free of charge. In this context costs incurred by Client, internally and/or by bringing in third parties, shall be borne by Client.
- The client shall ensure that all information which Gymnastics Tools indicates to be necessary or which the client should reasonably understand to be necessary for the execution of the agreement, will be provided to Gymnastics Tools. If the information required for the execution of the agreement is not provided in a timely manner to Gymnastics Tools, Gymnastics Tools is entitled to suspend the execution of the agreement and / or to charge the client for additional costs resulting from the delay according to the usual rates. The term of execution does not start until after the Customer has provided Gymnastics Tools with the required information. Gymnastics Tools is not liable for any damages of any nature whatsoever suffered by the Customer as a result of the use of incorrect and / or incomplete information supplied by the Customer.

6. (Private) Trainings, clinics and workshops:

- Following the (private) training, clinics and workshops is done at your own risk. Gymnastics Tools is not responsible for personal accidents, injuries and any resulting damage caused during the (private) training of the participant or trainer, nor for theft or damage to the belongings of participants and trainers.
- Participants of (private) training courses, clinics and workshops of Gymnastics Tools should be members of a gymnastics association and be insured by these parties for accidents. If a participant is not a member of a gymnastics association it is mandatory to inform Gymnastics Tools.
- If a (private) training cannot take place due to illness or prevention of the trainer we will, if possible, find a replacement trainer or make an appropriate arrangement.
- No refund will be made in the event of illness or prevention of a participant and the training will not be made up. Refunds are only possible if the cancellation is notified in time. See point 11. Cancellation.
- In consultation with Gymnastics Tools a substitute can be arranged.
- In case of insufficient participation within the desired group size, a re-grouping will take place in order to always train with a full group. If this cannot be realised and the training group still wants to continue training with an incomplete group, the total costs will be divided by the number of participants. If the costs cannot be divided by the number of participants, the training will unfortunately not take place.
- Gymnastics Tools can decide to cancel training courses, workshops and events due to exceptional circumstances. A decision by the organizer to cancel training courses, workshops and events and/or to change dates and/or locations of training courses, workshops and events, does not give rise to liability for reimbursement of costs made by the participant or refund of the registration fees. Of course Gymnastics Tools will do its best to show leniency and think along to find the right solution for the participant(s).
- Participants of (private) trainings, clinics and/or workshops agree that photographs and/or video recordings can be made during the trainings, clinics and/or workshops. The photos and/or video recordings can be used for promotional purposes of Gymnastics Tools. The copyright of the content belongs to Gymnastics Tools. If a participant objects to having photos

- and/or video recordings made of him or her, the participant should make this known to Gymnastics Tools in writing or by e-mail prior to the event. This can be done via info@gymnasticstools.nl.
- In the context of a safe sports environment Gymnastics Tools always uses the four-eyes principle. In order to participate in (private) training sessions it is mandatory that at least one adult or at least two participants are present during the whole training session. If this is not the case the training will be stopped immediately.

7. Obligations of the customer

The customer is obligated to follow all instructions of Gymnastics Tools in the context of safety. The customer is required to inform Gymnastics Tools in advance of his or her physical condition or medication, in so far as this is necessary for the customer to follow the sports lessons, workshops, clinics and events in a healthy and safe manner. It is not allowed to participate in the sports lessons under the influence of alcohol, drugs or any other substances labelled as doping. Gymnastics Tools advises the customer to undergo a sports examination prior to attending sports lessons. The customer is also advised to take out an accident insurance as well as a liability insurance.

8. Liability

- The customer is aware of and accepts the risk inherent in the practice of sports and the consequences this may have on health. Following the sports lessons, workshops, clinics and events from Gymnastics Tools takes place at one's own expense and risk. Gymnastics Tools is not responsible for loss, theft or damage to the property of the customer. Gymnastics Tools is not liable for any damages suffered by the customer as a result of the non-compliance with the obligations listed in Article 7. When Gymnastics Tools is liable for damages, this liability is limited to the amount paid out by the insurance company. Gymnastics Tools is not liable for indirect damages, such as consequential losses, or losses incurred in the exercise of a profession or business. The Customer shall indemnify Gymnastics Tools for all claims by third parties for any damages. The limitations of liability in these terms and conditions do not apply if the damage is due to intent or gross negligence of Gymnastics Tools. All liabilities expire one year from the date of termination of the agreement between the customer and Gymnastics Tools.

9. Film and image material

- With all purchases the customer grants Gymnastics Tools permission to publish film- and image material on which the customer might be depicted. Gymnastics Tools is entitled to use these film and visual materials on social media, via the Internet and other possible channels to promote its business activities. All intellectual property rights on the film- and picture materials belong to Gymnastics Tools.

9.1. Online gymnastics coach & platforms

- The images uploaded by the user when using the Online Gymnastics Tools and the Platforms will not be shared by Gymnastics Tools, unless permission is granted.
- The user is aware that when submitting images to Gymnastics Tools they are only allowed to send fully-clothed persons on the images to Gymnastics Tools. If the user does not adhere to

- this rule a warning will follow immediately. A second warning will result in the freezing of the user's personal account for 7 days. A third warning will result in the removal of the user's personal account, which can no longer be activated.
- When using the Platforms, the Customer agrees that the first name of the participant will be included in the ranking list. If a user objects to this, this can be reported to Gymnastics Tools. The name will then be replaced by "anonymous" or removed completely.

10. Amendments

- Gymnastics Tools is entitled to amend these general terms and conditions. Modifications also apply to agreements already entered into with a term of 30 days after publication.

11. Cancellation

- Client or participant shall owe the following costs in the event of cancellation of an assignment: In case of cancellation of a (private) training course, workshop or clinic.
- a. Within 4 weeks before the first training day, 100% of the (offer) amount.
- b. More than 4 weeks before the training day, no costs.

Other cancellation conditions apply to private training courses.

- a. Within 24 hours before the start of the training day, 100% of the (quoted) amount.
- b. More than 24 hours before the start of the training day, no costs.
 - Cancellation of an order must be made in writing or by e-mail. Cancellation is considered effective when Gymnastics Tools has confirmed receipt of the cancellation. The moment of cancellation is the date and time of the postmark or the date and time of receipt of the cancellation e-mail.
 - Gymnastics Tools reserves the right to cancel a training course in case of unforeseen circumstances or insufficient interest, but will suggest alternative dates or possibilities. When cancelling by Gymnastics Tools, if no alternative possibilities are offered, the Customer is entitled to a refund of the paid amount.
 - Gymnastics Tools is entitled with clear indication of reasons to refuse the participation of the Customer, in which case the Customer is entitled to a refund of the full amount paid by him.
 - When the client, participant or his replacement does not show up on the first day of the training, this is considered a cancellation, the client or participant is not entitled to a refund of the amount paid.

12. Right of withdrawal

You have the right to withdraw from the contract within a period of 14 days without giving reasons. Excluded from this are articles that are specially made/composed for you. As soon as your payment has been received your order will be put into effect, which is why we regard your payment as confirmation of the order and why articles that are specially made/composed for you are excluded from revocation.

Consequences of withdrawal: If you withdraw from the contract, you shall receive all payments made up to that time. If you withdraw from the contract, we shall return to you any payments you have made up to that point without delay and in any event not later than 14 days from receipt of notification of your decision to withdraw.

Consequences of exercising the cooling-off period: As soon as we have received your order in its original, unused condition, you will receive a credit note for the items returned from you and, in the event of a complete return of your order, also for the delivery costs. If you only return a part of your order, the delivery costs paid by you will not be credited or will not be fully credited. This also applies to all or part of the product packaging, product cards, guarantee certificates etc. that are missing.

Returning your order: Please do not forget to clearly state your order number. You are responsible for the cost of return shipment. We advise you at all times to choose a shipping method with track and trace. Please ensure that your return shipment is sufficiently stamped. Any shipping costs will be charged to you and deducted from the amount to be paid to you.

Please return the items exclusively to:

Gymnastics Tools

Orthenseweg 15

5212 EA Den Bosch

Netherlands

Exchanges: Exchanging an item for the same item in a different size or colour is equivalent to placing a new order. You return your old order according to the guidelines above and make a new order via our webshop.

Exchange or return due to a shipping or manufacturing error: Did you receive the wrong article or does the article you received contain a manufacturing error? Then report this in writing via e-mail or contact form on our website.

Costs in case of withdrawal: Please make sure that you have enough postage in order to avoid penalty postage. The postage for the return shipment will not be refunded, any penalty will be deducted from your credit balance. We advise you to use a shipping service with track and trace. In the event of a dispute, you must be able to prove that we received the return shipment.

13. Secrecy and privacy

- Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source within the framework of their agreement. Information is considered confidential if the other party has communicated this or if this results from the nature of the information.
- The personal information that reaches Gymnastics Tools via the website is treated with care and confidentiality. Data is only used for the indicated purpose. Gymnastics Tools adheres to the applicable privacy laws, in particular the Data Protection Act.

Disclaimer

- The information on the website and the products of Gymnastics Tools are composed with great care. Nevertheless it is possible that the information published here is incomplete, incorrect or contains errors. Although Gymnastics Tools does its best to offer all information, services and products as correct and error-free as possible, it cannot be held responsible for any errors, defects or other damaging consequences arising from the use of the website and products.
- Gymnastics Tools therefore disclaims any liability. No part of the website or products may be reproduced, distributed, stored in a database and/or published by means of print, photocopy, microfilm, download to other websites, databases or in any other way without prior permission of Gymnastics Tools.
- Gymnastics Tools accepts no liability for the content of the information provided by third parties on its website and products. This includes, but is not limited to, the infringement of copyrighted work(s) or any other violation of the intellectual property rights of third parties.
- Gymnastics Tools accepts no liability for direct or indirect damages resulting from the content of the information whether offered by third parties or not on the website and products of Gymnastics Tools. Gymnastics Tools reserves the right to modify and/or remove the information offered by third parties when the information offered or already posted by these third parties conflicts with the law, the interests of other Internet users, other third parties or the Terms and Conditions of Gymnastics Tools.
- A subscription to the newsletter, new articles and comments on the website and products of Gymnastics Tools can be created, modified or cancelled by the user with immediate effect.

Privacy Policy Gymnastics Tools.

Privacy and the protection of privacy is a priority at Gymnastics Tools. (KvK number: 70468583, Gymnastics Tools) and the brand names of Gymnastics Tools is of paramount importance. Therefore, we adhere to the applicable Dutch law: General Data Protection Regulation (AVG), the European privacy guidelines and the generally accepted standards of decency and applicable codes of conduct for internet use and communication.

This Privacy Policy applies to all personal data that Gymnastics Tools processes from its visitors, users and personal data entered by users. If you create an account on www.gymnasticstools.nl, or at any of the Gymnastics Tools products, workshops, clinics or events, you expressly consent to the processing of your personal data in accordance with this Privacy Policy.

Please read this Privacy Policy carefully to understand how we treat your privacy.

How do we obtain personal data?

It goes without saying that Gymnastics Tools handles personal and company data with the utmost care. The basic principle of Gymnastics Tools is that the user chooses whether or not to provide personal information. Providing personal data is therefore a conscious choice of the user. Gymnastics Tools may ask for personal information in order to provide its services. Gymnastics Tools does not collect more personal data than necessary for the service provided, and we follow the Privacy by design and Privacy by default principles as mentioned in the AVG.

We collect personal data when:

• You are using products from Gymnastics Tools.

- You create an account on www.gymnasticstools.nl or with one of the Gymnastics Tools products or brand names.
- Visit the Gymnastics Tools website(s)
- Contacting us
- Pay an invoice via a Gymnastics Tools payment link
- You install and use the Gymnastics Tools app.
- You participate at events of Gymnastics Tools
- You subscribe to one of the newsletters from Gymnastics Tools.

What type of personal data do we process and for what purpose?

- The collected personal data are, within the limits of the legal requirements, collected, used and stored in the context of the use of our application and our services, the business of Gymnastics Tools. In the context of your visit to or use of Gymnastics Tools, the following types of personal data are processed:

Data that we collect automatically:

We continuously strive to make Gymnastics Tools as user-friendly as possible. In order to see what is happening in the application and how it is being used, we collect aggregated, anonymous information. With this information we can further improve our services and tailor them to the needs of our users. This data is as follows:

- The unique identification of the device or mobile device
- Type of device or equipment
- Computer and connection information
- Statistics regarding viewed pages
- Traffic to and from www.gymnasticstools.nl
- Referring URL
- IP addresses

Data that you provide to us:

We collect and store all data that you enter on our website or application or that you provide to us when using our services. This data is needed to make good use of our application. The data includes, but is not limited to:

- Account registration data, such as email address and password.
- Data required to place on your invoice, such as company name, first and last name, address data, KVK number, VAT number, telephone number.
- Your subscription data in order to be able to collect subscription fees, such as: IBAN Number, BIC code, Bank

How long are personal data stored?

Gymnastics Tools does not process and store your personal data longer than necessary, at least for the duration of your account registration and up to 3 months after the removal of your account. Immediately after the expiry of the above-mentioned retention period, Gymnastics Tools will destroy and/or anonymise your personal data, unless required by law (e.g. tax law) to keep certain personal data longer. In the latter case, only those specific personal data will be retained for the statutory retention period. Anonymised aggregated data is kept for longer for analysis.

How is your data managed and secured?

Gymnastics Tools believes that its systems should always function properly and have sufficient capacity. Gymnastics Tools endeavours to implement appropriate technical and organisational measures in order to protect the personal data of the user against loss or unauthorised use. These measures guarantee, taking into account the state of the art and the cost of implementation, an adequate level of protection given the risks involved in the processing and the nature of the data.

Do we disclose personal data to third parties?

- We will never sell or rent your data to third parties without prior consent, except when the grounds of a legal provision apply.
- We will never disclose your data without permission. However, in some cases we are obliged by the government to disclose data.
- For the processing of personal data Gymnastics Tools can use services of third parties. These third parties process personal data exclusively on behalf of Gymnastics Tools. We have concluded a processing agreement in which the processor is obliged to comply with all the obligations of the Personal Data Protection Act, the European General Data Protection Regulation and this Privacy Policy.
- Gymnastics Tools reserves the right to transfer your data to another organisation only in the event of a transfer of ownership (takeover or merger). We will inform you of this by e-mail..

What are your rights concerning your personal data?

You have the right to access, correct or limit your personal data. You can send an e-mail to info@gymnasticstools.nl with your exact request. If you want to exercise your right to access your personal data, we will respond within 1 month. If your request is unfounded or excessive, we are entitled to charge a reasonable administrative fee for this, or refuse the request.

You have the right to be forgotten, you can request that we forget about you. You can do this by sending us an e-mail.

Our cookies

We use cookies on this website. A cookie is a simple small file that is sent with pages from this website and stored by your browser on your computer's hard drive. We may place cookies on the website for a number of reasons, for example:

- To be able to identify logged-in users;
- For security purposes;
- To make analyses for research purposes;
- To improve the website;
- To manage our relationship with you as a customer.

There are several "types" of cookies, namely:

- Functional Cookies, Functional cookies are needed to make our website work. Thanks to the functional cookies Gymnastics Tools uses, you don't have to log in every time and they are also used to save your personal settings. At your next visit you don't have to enter your data again.
- Analytical cookies, Analytical cookies provide insight (statistics) into the use of the website and how you found the website. Gymnastics Tools uses these cookies to collect and analyse information about the use of our website. For example about the domain name, the number of

- hits, the pages visited, previous and/or next visited sites and the duration of the visit. This data is used to improve our website and to provide you with relevant information.
- Marketing cookies, Marketing (tracking) cookies are used to record the browsing behaviour of visitors, both during and after their visit to a website. Thanks to marketing cookies, it is possible to receive a personalised newsletter or personalised offers via partner sites and on social media.

Cookies from third parties

We also place cookies from external parties. Below you will find a list of the external cookies we place and for what purpose.

- Google Analytics Analytical cookie & marketing cookie Via our website, a cookie from the US company Google is placed as part of the "Analytics" service. We use this service to track and get reports about how visitors use our website. Google may provide this information to third parties if Google is legally obliged to do so, or insofar as third parties process the information on Google's behalf. We have no influence on this. For more information, see: https://www.google.com/intl/nl/policies/privacy/. The information that Google collects is anonymised as much as possible. Your IP address is expressly not provided. The information is transferred to and stored by Google on servers in the United States. We use the Google Analytics advertising function Remarketing for Google-Analytics. You can change settings relating to Google Analytics advertising functions at http://www.google.com/settings/ads/onweb/ or if you wish to opt out of the use of cookies, please use this browser plugin http://www.google.com/ads/preferences/html/intl/en/plugin/.
- Linkedin Conversie tracking cookie We set a Linkedin cookie when you create an account on Gymnastics Tools in order to measure the impact of advertisements we place on Linkedin. https://www.linkedin.com/legal/cookie-policy
- Adwords Conversie tracking cookie We place a cookie from Google Adwords when you create an account on Gymnastics Tools in order to measure the effect of advertisements we place via Google Adwords. https://policies.google.com/technologies/ads

Unsubscribing from cookies

Most Internet browsers allow you to block the placement of cookies or to notify you in advance when a cookie is being placed. Turning off cookies may limit the use of our website and services. You can find an explanation from the Consumers' Association here: https://www.consumentenbond.nl/internet-privacy/cookies-verwijderen how to delete cookies.

Changing our privacy policy

Gymnastics Tools reserves the right to modify this privacy policy. Any changes will be published on this page. Gymnastics Tools encourages you to check this page regularly for any changes. Gymnastics Tools is transparent about how we treat personal data. This privacy statement is our basis. Should you have any questions regarding the use of your personal information, please send an e-mail to info@gymnasticstools.nl.