



Terms & Conditions

User Agreement

Preface

The basis for the use of manduu services (consulting and workout) or the purchase of products in the manduu world is a free membership which is entered into in writing or electronically. Manduu is a European brand and is licensed to a US company which operates manduu studios in the US. The contractor is Manduu USA Inc. and all its subsidiaries.

1. Membership Conditions

- 1.1 Members must be physically and psychologically able to perform active and passive movements to avoid injuries. Prospective members must disclose limitations and/or impairments, especially those that contradict the information document provided by manduu and is to be signed before the first session. In the event such information is omitted, members shall be fully liable. Full disclosure is a manduu membership requirement and all information provided to manduu must be complete and correct.
- 1.2 Members are required to accept the free membership agreement in its entirety and comply with all instructions provided by manduu staff. Manduu reserves the right to amend this agreement from time to time at its own discretion. Members shall accept such changes, insofar as they are justified and reasonable.

2. Manduu EMS workout

- 2.1 Manduu EMS workout is geared toward the strengthening and development of muscles. During workout sessions, muscles are stimulated by low-voltage currents (low-voltage frequencies), supporting the enhancement of muscles. Successful results are achieved through regularly scheduled workout sessions and correct nutrition. Building muscle however also depends on genetic predisposition, body condition and results differ for each individual person. Due to this, manduu cannot guarantee its members specifically desired results. The method is in principle well suited for the activation of metabolism and muscle building. An accurate and more elaborate description of the method used by manduu can be found at www.e-fit.com. This website serves as a source of information and manduu has no influence on the method nor does manduu declare this information to be its own.
- 2.2 Special active wear must be worn during manduu EMS workout sessions. Such active wear can be either purchased or rented (please see our price list).

3. Entering into the User Agreement and Changing Member Data

- 3.1 The user agreement shall take effect and the agreement shall become part of the contract upon signing the free membership and is valid for the duration of the free membership.
- 3.2 All changes of member information must be provided immediately and without request. Failure to do so shall result in members having to reimburse manduu for all expenses incurred.

4. Products

- 4.1 A list of products and services can be found on the manduu website www.manduu.com which is frequently updated.
- 4.2 Manduu products and services are only available to active members (free membership) and can only be transferred to a third party with the written consent of manduu. This also applies to the free membership.

5. Manduu services

- 5.1 No more than two sessions (charges apply) of manduu EMS workout sessions per week are permitted for each member. Other products or services listed separately under item 4 on the manduu webpage are excluded from this rule. Time slots must be booked www.manduu.com or at a manduu studio. Members with long term workout session commitments may cancel a session free of charge with a 24 hour notice period. A missed workout session by a member during a week may be made up and rebooked only with the consent of manduu, however no more than two manduu EMS sessions per week are permitted. If a workout session time slot is unused within the term of the product, the session is forfeited.
- 5.2 Manduu reserves the right to change business hours at its own discretion. Manduu may temporarily close a studio for repair and maintenance and assign member sessions to a different site.
- 5.3 Members agree to release manduu of any claims for missed or cancelled session, unless the required notice is provided.
- 5.4 Products may be scheduled at all manduu studios. Exceptions and special provisions can be found at www.manduu.com. Appointments can be made via www.manduu.com or at a manduu studio.

6. Costs and Fees

A list of fees and prices for products and services is available at www.manduu.com as well as all manduu studios. Existing products subject to regular CPI increases.

7. Payment

- 7.1 Members agree to the payment of fees during the contract period.
- 7.2 All payments are due weekly or monthly depending on the type of product and/or client's preference.
- 7.3 Prepaid products are not refundable and expire after 1 year of purchase.
- 7.4 Late fees will be assessed for all unpaid invoices.

8. Termination of products

- 8.1 Contracts expire automatically at the date of expiry which is noted on the contract.
- 8.2 Cancellation or expiration of booked products does not surrender free membership status and if so desired has to be terminated separately (see item 12).

9. Special Termination

Failure to pay fees either in full or in part constitutes a breach of the agreement, as is the failure to follow instructions by manduu coaches and staff. Consequently, manduu may terminate products and free membership immediately without notice and all fees are due for immediate payment (see item 7.3.).

10. Suspension of products

- 10.1 Illness or injuries with a duration of less than one month (without interruption) do not constitute a right to premature cancellation or time out of products.
- 10.2 A doctor's notice confirming the duration of an illness or injury (of more than one month) or pregnancy inclusive breast feeding will trigger a temporary product suspension for the duration. Suspension means that no products can be consumed and therefore no product fees are due for the duration of the suspension. After the end of an illness or injury or after the end of breast feeding, products and services shall continue. The suspension period shall be added to the contractual end and termination of membership shall not be possible during suspension period.

11. Free Membership termination

Upon termination of free membership with manduu, regardless of the reason, all items belonging to manduu must be returned without request.

12. Declaration of consent for collection and distribution of data

- 12.1 Members agree through the signed free membership agreement and allow manduu the electronic acquisition, storage, and processing of all provided data, including any personal data collected during sessions with e-fit devices and bioelectrical impedance analysis.
- 12.2 The undersigned member confirms that his/her data may be used for communication but also for sending information concerning manduu as well as the preparation of assessments and scientific research. In addition, the member agrees that personal data may be transmitted to other manduu partners within the manduu world.
- 12.3 According to pertinent data protection laws, this declaration of consent can be withdrawn in writing at any time, resulting in immediate termination of all data collection and transfers.

13. Liability

- 13.1 Manduu shall not be liable for damage during workout sessions or other services.
- 13.2 Manduu accepts no liability for the loss of items such as clothing, money or any other valuables. Members are responsible for safeguarding their personal property.
- 13.3 Members are responsible to inform coaches and manduu staff members concerning any incident during sessions. Members are also responsible to inform coaches/staff members of injuries prior to a session. Manduu accepts no responsibility for further injuries resulting from failure to provide information.

14. Severability Clause

If any term of this agreement is to any extent invalid or loses its effectiveness due to later circumstances, or should a loophole emerge in this agreement, the legal effectiveness of all other provisions remains unaffected. The parties are obligated to replace the ineffective or unenforceable provision with an effective and enforceable provision that most closely reflects the original intent of the parties.

15. Reserved Right

We reserve the right to change these and conditions at any time, and you agree to abide by the most recent version of this Terms and Condition Agreement.

16. Place of Jurisdiction

The place of jurisdiction for all disputes arising out of this agreement, but also concerning its initiation and termination, shall rest with the competent courts of Delaware.