

Terms and Conditions

User Agreement

Preface

The basis for the use of Manduu services (consulting and workout) or the purchase of products from Manduu is a contract 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 United States. The contractor is Manduu America LLC and all its affiliates and subsidiaries.

1. Client Relationship Conditions

- 1.1. Clients must be physically and psychologically able to perform active and passive movements in such a manner as to avoid injuries. Prospective clients must disclose limitations and/or impairments, especially those that contradict the information document provided by Manduu and that is to be signed before the first session. In the event such information is omitted, client shall be fully liable. Full disclosure is a Manduu client relationship requirement and all information provided to Manduu must be complete and correct.
- 1.2. Clients are required to accept the client relationship 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. Clients 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 and body condition, and results differ for each person. Due to this, Manduu cannot guarantee the results any client desires. 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 activewear must be worn during Manduu EMS workout sessions and is provided to clients by Manduu.

3. Entering into the User Agreement and Changing Client Data

- 3.1. The user agreement shall take effect and the agreement shall become part of the contract upon signing the client contract and is valid for the duration of the contract.
- 3.2. All changes of client information must be provided immediately and without request. Failure to do so shall result in clients 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 at www.manduu.com which is frequently updated.
- 4.2. Manduu products and services are only available to active clients and can only be transferred to a third party with the written consent of Manduu.

5. Manduu Services

- 5.1. No more than two sessions (charges apply) of Manduu EMS workout sessions per week are permitted for each client. Time slots must be booked at www.mymanduu.com, through the Manduu mobile app, or at a Manduu studio. Clients with multi-session workout contracts may cancel a session free of charge with 24-hour notice. A missed workout session may be made up and rebooked during the term of the contract; however, no more than two Manduu EMS sessions per week are permitted. If a workout session is unused within the term of the contract, 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 client sessions to a different site.
- 5.3. Clients agree to release Manduu of any claims for missed or cancelled sessions, unless the client provides the required notice.
- 5.4. Sessions may be scheduled at all Manduu studios. Exceptions and special provisions can be found at www.manduu.com. Appointments can be made via www.mymanduu.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 at Manduu studios. Existing contracts are subject to regular CPI increases.

7. Payment

- 7.1. Clients agree to the payment of fees during the contract period.
- 7.2. All payments are due weekly or monthly depending on the type of contract.
- 7.3. Prepaid contracts are not refundable and expire on the expiration date of the contract.
- 7.4. Late fees will be assessed for all unpaid invoices.

8. Termination of Contracts

Contracts expire automatically at the date of expiry which is noted on the contract.

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 contracts immediately without notice and all fees are due for immediate payment (see item 7.3).

10. Suspension of Contracts

- 10.1. Illnesses or injuries with a duration of less than six months without interruption do not constitute a right to premature cancellation of contracts. Contracts may be canceled for illnesses, injuries or situations of more than six months' duration at the discretion of Manduu.
- 10.2. A doctor's notice confirming the duration of an illness or injury of more than two weeks or pregnancy inclusive of breastfeeding will trigger a temporary contract suspension for the duration. Suspension means that no sessions can be used and therefore no contract fees are due for the duration of the suspension. After the end of an illness or injury or after the end of breastfeeding, products and services shall continue. The suspension period shall be added to the end of the contract.

11. Declaration of Consent for Collection and Distribution of Data

- 11.1. Clients agree to allow Manduu to electronically acquire, store, and process all provided data, including any personal data collected during sessions with E-fit devices and bioelectrical impedance analysis.
- 11.2. The undersigned client 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 client agrees that personal data may be transmitted to other Manduu partners within the Manduu world.

- 11.3. The Studio reserves the right to utilize tracking data obtained through internet, social media accounts and our websites for marketing purposes. We will not sell or convey User's data to non-related entities or contracted marketing firms. User can modify their privacy settings in their Social Media accounts to limit usage of tracking cookies. User may control their privacy settings in Facebook from https://www.facebook.com/ads/preferences/?entry_product=ad_settings_screen
- 11.4. 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.

12. Liability

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

13. 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.

14. Reserved Right

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

15. 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 courts in the state in which the client's home studio is domiciled.