

ACTICADE OÜ GENERAL TERMS OF SERVICE

Introduction

Our website acticade.eu (“Site”), including all pages within and any products or services offered, are maintained and operated by Acticade OÜ (“Acticade”, “we,” “us,” or “our”). These Terms of Service (“Terms”) outline the rules and regulations for the use of Acticade’s website and services.

By accessing this website, we assume you accept these terms and conditions in full. Do not continue to use Acticade’s services if you do not accept all the terms and conditions stated on this page.

Legal Agreement

These Terms constitute a legal agreement between you and Acticade OÜ. By accessing, browsing, or using our Site, you acknowledge that you have read, understood, and agreed to be bound by these Terms. You agree to comply with all applicable laws and regulations regarding your use of our Site. You represent that you are of legal age and have the legal capacity to enter into contracts in your jurisdiction.

Use of the Site and Services

Our Site and Services are intended for personal, non-commercial use. We offer various products and services, including but not limited to Pilates sessions, memberships, and introductory offers. Certain features of the Site may only be accessible upon registration or purchase.

Content and Intellectual Property

All content on our Site, including text, graphics, logos, and images, is owned by Acticade OÜ or its content suppliers and is protected by copyright and other intellectual property laws. You are granted a limited license to access and use the Site and our Services for your personal use.

Privacy

We are committed to protecting your privacy. Our Privacy Policy, as detailed on our website, governs the collection, use, and protection of your personal information.

Modifications to Terms

Acticade OÜ reserves the right to modify these Terms at any time. Changes will become effective immediately upon posting to our Site. Your continued use of the Site and/or our services after any such changes indicates your acceptance of the new Terms.

Contact Information

For any questions or concerns regarding these Terms, your membership, or services, please contact us at info@acticade.eu.

Governing Law and Jurisdiction

These Terms are governed by the laws of Estonia. Any dispute arising from these Terms or your use of the Site will be subject to the exclusive jurisdiction of the courts of Estonia.

ACTICADE OÜ GENERAL TERMS OF SERVICE FOR ONLINE PURCHASE AND BOOKING PLATFORM

Introduction

These Terms of Service (“Terms”) govern the use of Acticade OÜ’s (“Acticade”, “we,” “us,” or “our”) online purchase and booking platform. By accessing and using the booking system, purchasing any service, or making a booking, you agree to comply with and be bound by these Terms. If you do not accept these Terms, you may not use the booking system or purchase services.

Legal Agreement

These Terms constitute a legal agreement between you and Acticade OÜ. By purchasing services or making bookings through the platform (including app.arekta.co/acticade), you acknowledge that you have read, understood, and agreed to these Terms. You also confirm that you are of legal age and have the legal capacity to enter into contracts in your jurisdiction.

Services Offered

Acticade OÜ offers various services through the booking platform, including but not limited to:

- Group classes
- Private training sessions
- Memberships
- Introductory offers

Each item has specific Terms & Conditions that you must agree to before purchase.

Use of the Booking Platform

The platform is intended for personal, non-commercial use. You are responsible for ensuring that all information provided during the booking or purchase process is accurate and up to date.

Membership and Payment

- Memberships to Acticade are offered in various terms, including but not limited to 3-month and 12-month durations.
- Payment for memberships and sessions (including private training and group classes) is due as specified in the billing terms, and all payments are in EUR.

- Payments must be completed online at the time of purchase. Bookings are confirmed only after successful payment.
- Memberships and session packs (including private training and group classes) are governed by **specific cancellation and refund policies as detailed below.**

Right to Cancel and Refund Policy

- **14-Day Right to Cancel:** Purchases made online are eligible for cancellation and a full refund within 14 days of purchase.
- **Limitations on Refunds:** The right to cancel and receive a refund is voided if:
 - The service has already been used.
 - A group class has been booked and the start time is less than 48 hours away.
 - A private training session has been booked and the start time is less than 48 hours away.
- **Requesting a Refund:** To request a refund, you must notify Acticade in writing at info@acticade.eu within the 14-day period.

Physical Exercise Agreement

By booking and participating in any exercise activity, you acknowledge that physical exercise carries risks, including potential injury. You accept full responsibility for your health and safety and agree to consult with a healthcare professional before beginning any new exercise program. A signed LIABILITY AND HEALTH agreement is required before participating in any of the offered services.

Privacy

Your personal information collected during the booking or purchase process will be handled in accordance with Acticade's Privacy Policy, which can be found on our website.

Modifications to Terms

Acticade OÜ reserves the right to modify these Terms at any time. Changes will become effective immediately upon posting on the platform. Continued use of the platform indicates your acceptance of the updated Terms.

Contact Information

For questions, concerns, or refund requests, please contact us at info@acticade.eu.

Governing Law and Jurisdiction

These Terms are governed by the laws of Estonia. Any disputes arising from these Terms or the use of the platform will be subject to the exclusive jurisdiction of the courts of Estonia.

LIABILITY AND HEALTH

All participants are required to complete a health questionnaire prior to their first session. Acticade reserves the right to refuse service based on health concerns that may pose a risk to the individual or others during the session. By participating in Acticade classes, participants acknowledge and accept the inherent risks involved, including but not limited to physical exertion and the use of Pilates equipment, and the potential for injuries. It is the participant's responsibility to consult with a physician before participating. Participants release, discharge, and hold harmless Acticade, its owners, instructors, employees, agents, and representatives from any claims, demands, and causes of action arising from or related to participation in Pilates classes or use of Acticade facilities. Acticade provides guidance and instruction but does not guarantee safety or prevent injury. Acticade is not responsible for any injuries, accidents, or other occurrences resulting from participation. In case of an emergency, participants authorize Acticade to seek medical treatment on their behalf and agree to be responsible for any costs associated with such treatment. Personal information collected during registration will be kept confidential and used solely for administrative purposes and to enhance participant experience. Acticade is not responsible for lost, stolen, or damaged personal items. Participants agree to indemnify and hold harmless Acticade, its owners, instructors, employees, agents, and representatives from any liabilities, claims, actions, damages, costs, or expenses, including attorney's fees, arising out of participation in Pilates classes or use of Acticade facilities.

ACTICADE PRIVATE TRAINING MEMBERSHIP TERMS AND CONDITIONS

The following terms and conditions govern private training memberships at Acticade OÜ ("Acticade", "we," "us," or "our"). By purchasing a private training membership, you agree to these terms, establishing a contract with Acticade OÜ. The General Terms and Conditions of Acticade OÜ also apply and can be found on the Acticade website.

Membership Commitment

- Private training memberships include but are not limited to 3-month and 12-month durations.
- By subscribing to a private training membership, you commit to the full term selected. This ensures consistent scheduling and personalized progress for all clients.

Payment Terms

- **Billing Cycle:** Payments are due monthly, with each billing cycle spanning 4 weeks. An invoice will be issued at the start of each cycle.
- **Obligatory Payments:** Payment is required regardless of how frequently the private training sessions are used during the cycle.
- **Late Payment:** Failure to make a payment on time may result in a temporary suspension of membership privileges until the outstanding balance is cleared.

Right to Cancel the Online Purchase and Refund Policy

- **14-Day Right to Cancel:** Clients have the right to cancel their private training membership purchased online and request a full refund within 14 days of purchase.

- **Limitations on Refunds:** The right to cancel is voided if:
 - The membership was purchased in person at the site.
 - A private session has been booked and the start time is less than 48 hours away.
- **Requesting a Refund:** Clients must notify Acticade in writing at info@acticade.eu within the 14-day period to request a refund.

Cancellation Policy

Cancelling a private training membership before the term concludes incurs an early cancellation fee equal to three billing cycle payments or the total remaining balance if less than three months remain. This fee addresses the abrupt end of the membership agreement. Clients retain access to membership benefits until the paid 4-week billing cycle concludes; however, no refunds are provided for unused time within that billing cycle. This ensures transparency and allows members to make informed decisions based on their billing cycle and term commitment. To cancel a membership, clients must notify Acticade in writing via info@acticade.eu at least 14 days before the next billing cycle.

- **Early Cancellation Policy for 12-Month Membership:** After early cancellation, while you may switch to a 3-month plan, re-subscribing to a 12-month plan will only be possible after the original 12-month term's duration would have ended.

Pausing Membership

Pausing a 3-month membership is not possible. Exceptions may be made for serious medical reasons that restrict movement, and a valid doctor's note is required to approve the pause.

Pausing a 12-month membership is possible. A pause fee of 60€ is charged for each month for the duration of the pause. Please note that pausing the membership will also terminate access to private trainings, bookings, and membership privileges. Exceptions may be made for serious medical reasons that restrict movement, and a valid doctor's note is required to approve the pause.

Late Cancellation/No Show Policy

Cancellations and rescheduling are free if made more than 24 hours before the scheduled session time. In the event of a late cancellation or no-show, the incident will be considered as a used session. This policy ensures fair access to sessions for all our members and helps us manage our scheduling efficiently.

Legal Rights

Membership benefits and rights are non-transferable. Legal circumstances under certain jurisdictions may entitle you to a refund; otherwise, subscription fees are not refundable.

ACTICADE PRIVATE TRAINING SINGLE SESSIONS AND MULTI-PACK SESSIONS TERMS AND CONDITIONS

By purchasing, booking, or attending a private session, you agree to these terms, establishing a contract with Acticade OÜ. These terms specify the conditions for private training single sessions (“Drop-in”) and multi-pack sessions (e.g. “10-pack”) at Acticade OÜ. The General Terms and Conditions of Acticade OÜ also apply and can be found on the Acticade website.

Booking and Payment

- **Pre-Booking Requirement:** All private sessions must be booked minimum 24h in advance through the Acticade website, designated booking system, or by contacting Acticade directly. Same day bookings can be done only by calling the instructor directly. Availability for same day bookings is not guaranteed and is subject to current scheduling and capacity.
- **Payment:** Payment for private sessions must be made upfront. No spots are reserved without full payment.
- **Package Options:** Private sessions may be purchased as single sessions or in multi-session packages. The terms of multi-session packages, including expiration dates, will be specified at the time of purchase.

Right to Cancel the Online Purchase and Refund Policy

- **14-Day Right to Cancel:** Clients have the right to cancel their online purchase and request a full refund within 14 days of purchase.
- **Limitations on Refunds:** The right to cancel is voided if:
 - The service was purchased in person at the site.
 - A private session has been booked and the start time is less than 48 hours away.
- **Requesting a Refund:** Clients must notify Acticade in writing at info@acticade.eu within the 14-day period to request a refund.

Expiration Policy for Private Sessions

- **Validity Period:** All private sessions (including multi-session packages) must be used within the validity period specified at the time of purchase. Unused sessions beyond this period will expire and are non-refundable.
- **Non-Transferability:** Private sessions are non-transferable and may only be used by the purchaser.

Cancellation and Rescheduling Policy

- **Advance Notice Required:** Cancellations and rescheduling of a session must be made at least 48 hours before the scheduled private session to avoid charges.
- **Late Cancellations:** Cancellations made less than 48 hours in advance or no-shows will result in the session being counted as used. Refunds or rescheduling for late cancellations are not permitted.

For cancelations, please use our booking platform.

For rescheduling or any inquiries related to your sessions, contact Acticade at info@acticade.eu our customer service line at +372 5126899.

ACTICADE INTRO OFFER "PRIVAAT START" TERMS AND CONDITIONS

The following terms and conditions govern the purchase and use of the "Privaat Start" intro offer, which provides new clients with access to 3 private training sessions within 15 days. By purchasing this intro offer, you agree to these terms, establishing a contract with Acticade OÜ ("Acticade", "we," "us," or "our").

Offer Details

- **Eligibility:** The intro offer is available exclusively to new clients of Acticade.
- **Non-Transferability:** The intro offer is non-transferable and may only be used by the purchaser.
- **Scope:** The offer includes 3 private Pilates training sessions to be used within 15 days from the date of purchase.
- **Expiration:** Unused sessions beyond the 15-day period will expire and are non-refundable.

Payment and Booking

- **Payment:** Payment for the intro offer must be made in full at the time of purchase.
- **Booking:** Clients must book private training sessions in advance through the Acticade website, designated booking system, or by contacting Acticade directly. Availability is subject to private training sessions capacity.

Right to Cancel the Online Purchase and Refund Policy

- **14-Day Right to Cancel:** Clients have the right to cancel their online purchase and request a full refund within 14 days of purchase.
- **Limitations on Refunds:** The right to cancel is voided if:
 - The service was purchased in person at the site.
 - A private session has been booked and the start time is less than 48 hours away.
- **Requesting a Refund:** Clients must notify Acticade in writing at info@acticade.eu within the 14-day period to request a refund.

General Terms

All purchases made under the "Privaat Start" offer are also subject to the Acticade OÜ General Terms of Service, which can be found on the Acticade website.

ACTICADE GROUP CLASS SINGLE SESSIONS AND MULTI-PACK SESSIONS TERMS AND CONDITIONS

The following terms and conditions govern participation in group Pilates classes or special events offered by Acticade OÜ (“Acticade”, “we,” “us,” or “our”) and purchases of single sessions (“Drop-in”) and multi-pack sessions (e.g. “10-pack”). By purchasing, booking, or attending a group class or special event, you agree to these terms, establishing a contract with Acticade OÜ. These terms specify the conditions for group classes. The General Terms and Conditions of Acticade OÜ also apply and can be found on the Acticade website.

Booking and Payment

- **Pre-Booking Requirement:** All group classes must be booked in advance through the Acticade website, designated booking system, or by contacting Acticade directly.
- **Payment:** Payment for group classes must be made upfront. No spots are reserved without full payment.
- **Package Options:** Group classes may be purchased as single sessions or in multi-class packages. The terms of multi-class packages, including expiration dates, will be specified at the time of purchase.

Right to Cancel the Online Purchase and Refund Policy

- **14-Day Right to Cancel:** Clients have the right to cancel their online purchase and request a full refund within 14 days of purchase.
- **Limitations on Refunds:** The right to cancel is voided if:
 - The service was purchased in person at the site.
 - A private session has been booked and the start time is less than 48 hours away.
- **Requesting a Refund:** Clients must notify Acticade in writing at info@acticade.eu within the 14-day period to request a refund.

Expiration Policy for Class Packages

- **Validity Period:** Class packages must be used within the validity period specified at the time of purchase. Unused classes beyond this period will expire and are non-refundable.
- **Non-Transferability:** Group class packages are non-transferable and may only be used by the purchaser.

Cancellation and Rescheduling Policy

- **Advance Notice Required:** Cancellations and rescheduling must be made at least 6 hours before the scheduled group class to avoid charges.
- **Late Cancellations:** Cancellations made less than 6 hours in advance or no-shows will result in the session being counted as used. Refunds or rescheduling for late cancellations are not permitted.

For cancellations and/or rescheduling please use our booking platform.

For any inquiries related to your purchase, please contact Acticade at info@acticade.eu or our customer service line at +372 5126899.

ACTICADE INTRO OFFER "MATIPILATES START" TERMS AND CONDITIONS

The following terms and conditions govern the purchase and use of the "Matipilates Start" intro offer, which provides new clients with access to 3 group mat Pilates classes within 15 days. By purchasing this intro offer, you agree to these terms, establishing a contract with Acticade OÜ ("Acticade", "we," "us," or "our").

Offer Details

- **Eligibility:** The intro offer is available exclusively to new clients of Acticade.
- **Non-Transferability:** The intro offer is non-transferable and may only be used by the purchaser.
- **Scope:** The offer includes 3 group mat classes to be used within 15 days from the date of purchase.
- **Expiration:** Unused classes beyond the 15-day period will expire and are non-refundable.

Payment and Booking

- **Payment:** Payment for the intro offer must be made in full at the time of purchase.
- **Booking:** Clients must book group classes in advance through the Acticade website, designated booking system, or by contacting Acticade directly. Availability is subject to class capacity.

Right to Cancel the Online Purchase and Refund Policy

- **14-Day Right to Cancel:** Clients have the right to cancel their online purchase and request a full refund within 14 days of purchase.
- **Limitations on Refunds:** The right to cancel is voided if:
 - The service was purchased in person at the site.
 - The client has booked a group class and the class start time is less than 48 hours away.
- **Requesting a Refund:** Clients must notify Acticade in writing at info@acticade.eu within the 14-day period to request a refund.

General Terms

All purchases made under the "Matipilates Start" offer are also subject to the Acticade OÜ General Terms of Service, which can be found on the Acticade website.

ACTICADE INTRO OFFER "PRIVAAT + MATT START" TERMS AND CONDITIONS

The following terms and conditions govern the purchase and use of the "Privaat + Matt Start" intro offer, which provides new clients with access to 1 private training session and 2 mat group classes within 15 days. By purchasing this intro offer, you agree to these terms, establishing a contract with Acticade OÜ ("Acticade", "we," "us," or "our").

Offer Details

- **Eligibility:** The intro offer is available exclusively to new clients of Acticade.
- **Non-Transferability:** The intro offer is non-transferable and may only be used by the purchaser.
- **Scope:** The offer includes 1 private Pilates training sessions and 2 mat group classes to be used within 15 days from the date of purchase.
- **Expiration:** Unused session or classes beyond the 15-day period will expire and are non-refundable.

Payment and Booking

- **Payment:** Payment for the intro offer must be made in full at the time of purchase.
- **Booking:** Clients must book the private training session and mat group classes in advance through the Acticade website, designated booking system, or by contacting Acticade directly. Availability is subject to private training sessions capacity.

Right to Cancel the Online Purchase and Refund Policy

- **14-Day Right to Cancel:** Clients have the right to cancel their online purchase and request a full refund within 14 days of purchase.
- **Limitations on Refunds:** The right to cancel is voided if:
 - The service was purchased in person at the site.
 - The client has booked a private training session and the session start time is less than 48 hours away.
 - The client has booked a group class and the class start time is less than 48 hours away.
- **Requesting a Refund:** Clients must notify Acticade in writing at info@acticade.eu within the 14-day period to request a refund.

General Terms

All purchases made under the "Privaat + Matt Start" offer are also subject to the Acticade OÜ General Terms of Service, which can be found on the Acticade website.

ACTICADE GROUP TRAINING MEMBERSHIP TERMS AND CONDITIONS: AASTA LIIKMELISUS: MATT 4 AND AASTA LIIKMELISUS: MATT 8

The following terms and conditions govern 12-month group training memberships at Acticade OÜ ("Acticade", "we," "us," or "our"). By purchasing a 12-month group training membership, you agree to these terms, establishing a contract with Acticade OÜ. The General Terms and Conditions of Acticade OÜ also apply and can be found on the Acticade website.

Membership Commitment

By subscribing to a group training membership, you commit to the full term selected. This ensures consistent scheduling and personalized progress for all clients.

Payment Terms

Billing Cycle: Payments are due every 4 weeks, with each billing cycle spanning 4 weeks. Payments are processed automatically through Stripe by charging the default card on file.

Obligatory Payments: Payment is required regardless of how frequently the training sessions are used during the cycle.

Late Payment: Failure to make a payment on time may result in a temporary suspension of membership privileges until the outstanding balance is cleared.

Right to Cancel the Online Purchase and Refund Policy

14-Day Right to Cancel: Clients have the right to cancel their membership purchased online and request a full refund within 14 days of purchase.

Limitations on Refunds: The right to cancel is voided if:

- o The membership was purchased in person at the site (physical location).
- o A session has been booked and the start time is less than 48 hours away.

Requesting a Refund: Clients must notify Acticade in writing at info@acticade.eu within the 14-day period to request a refund.

Cancellation Policy

Early Cancellation Policy for 12-Month Membership

Cancelling a 12-month membership before the term (12 months) concludes incurs an early cancellation fee equal to three billing cycle payments or the total remaining balance if less than three months remain. This fee addresses the abrupt end of the membership agreement. Clients retain access to membership benefits until the paid 4-week billing cycle concludes; however, no refunds are provided for unused time within that billing cycle. This ensures transparency and allows members to make informed decisions based on their billing cycle and term commitment. To cancel a membership, clients must notify Acticade in writing via info@acticade.eu at least 14 days before the next billing cycle.

Pausing Membership

Pausing a 12-month membership is possible. A pause fee of 20€ is charged for each month for the duration of the pause. Please note that pausing the membership will also terminate access to classes and membership privileges. Exceptions may be made for serious medical reasons that restrict movement, and a valid doctor's note is required to approve the pause.

Late Cancellation/No Show Policy

Cancellations and rescheduling are free if made more than 6 hours before the scheduled session time. In the event of a late cancellation or no-show, the incident will be considered as a used session. This policy ensures fair access to sessions for all our members and helps us manage our scheduling efficiently.

Legal Rights

Membership benefits and rights are non-transferable. Legal circumstances under certain jurisdictions may entitle you to a refund; otherwise, subscription fees are not refundable.

ACTICADE GROUP TRAINING MEMBERSHIP TERMS AND CONDITIONS: KVARTAL LIIKMELISUS: MATT 4 and KVARTAL LIIKMELISUS: MATT 8

The following terms and conditions govern 3-month group training memberships at Acticade OÜ (“Acticade”, “we,” “us,” or “our”). By purchasing a 3-month group training membership, you agree to these terms, establishing a contract with Acticade OÜ. The General Terms and Conditions of Acticade OÜ also apply and can be found on the Acticade website.

Membership Commitment

By subscribing to a group training membership, you commit to the full term selected. This ensures consistent scheduling and personalized progress for all clients.

Payment Terms

Billing Cycle: Payments are due every 4 weeks, with each billing cycle spanning 4 weeks. Payments are processed automatically through Stripe by charging the default card on file.

Obligatory Payments: Payment is required regardless of how frequently the training sessions are used during the cycle.

Late Payment: Failure to make a payment on time may result in a temporary suspension of membership privileges until the outstanding balance is cleared.

Right to Cancel the Online Purchase and Refund Policy

14-Day Right to Cancel: Clients have the right to cancel their membership purchased online and request a full refund within 14 days of purchase.

Limitations on Refunds: The right to cancel is voided if:

- o The membership was purchased in person at the site (physical location).
- o A session has been booked and the start time is less than 48 hours away.

Requesting a Refund: Clients must notify Acticade in writing at info@acticade.eu within the 14-day period to request a refund.

Cancellation Policy

Early Cancellation Policy for 3-Month Membership

Cancelling a 3-month membership before the term (3 months) concludes incurs an early cancellation fee equal to three billing cycle payments or the total remaining balance if less than three months remain. This fee addresses the abrupt end of the membership agreement. Clients retain access to membership benefits until the paid 4-week billing cycle concludes; however, no refunds are provided for unused time within that billing cycle. This ensures transparency and allows members to make informed decisions based on their billing cycle and term commitment. To cancel a membership, clients must notify Acticade in writing via info@acticade.eu at least 14 days before the next billing cycle.

Pausing Membership

Pausing a 3-month membership is not possible. Exceptions may be made for serious medical reasons that restrict movement, and a valid doctor's note is required to approve the pause.

Late Cancellation/No Show Policy

Cancellations and rescheduling are free if made more than 6 hours before the scheduled session time. In the event of a late cancellation or no-show, the incident will be considered as a used session. This policy ensures fair access to sessions for all our members and helps us manage our scheduling efficiently.

Legal Rights

Membership benefits and rights are non-transferable. Legal circumstances under certain jurisdictions may entitle you to a refund; otherwise, subscription fees are not refundable.