



Terms of Service

Effective from 1 September 2026

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1. ACTICADE OÜ GENERAL TERMS OF SERVICE

1.1. Introduction

The website acticade.eu (the “Website”) and the services offered by Acticade OÜ are operated by Acticade OÜ (“Acticade”, “we”, “us”). Acticade uses, among other systems, the Arketa booking and purchase platform (“Arketa”) to sell Services, manage payments and make bookings. These terms of service (the “Terms”) govern the use of the Website, Arketa and the services offered by Acticade (the “Services”).

By purchasing a Service, entering into a membership or making a booking, the Client confirms that, before entering into the contract, they have reviewed and accepted the description, price, payment frequency, validity period and cancellation terms of the Service and these Terms.

1.2. Formation of the contract

A contract between Acticade and the Client is concluded when the purchase of the Service is confirmed or otherwise when the parties have agreed on the provision of the Service. Any specific terms disclosed on the purchase page or in the price list for a particular Service before purchase form part of the contract together with these Terms. In the event of a conflict, the specific term clearly disclosed before purchase for the particular Service will apply, provided that it does not restrict the Client’s statutory rights.

1.3. Use of Services

The Services are intended for personal use. The Client is responsible for ensuring that the information provided when registering, purchasing and booking is correct and up to date. A Service, membership, pass, package or any session credits granted under them may not be transferred to another person unless the description of the relevant Service expressly states otherwise.

1.4. Prices and taxes

All prices displayed to consumers are final prices and include applicable taxes unless otherwise stated on the purchase page for a reason arising from law. Before purchase, the price of the Service and the key details of the payment obligation are displayed clearly. For a fixed-term membership, the Client is shown before purchase the fee per billing period, payment frequency, minimum commitment period and, where applicable, the amount of the first prorated payment or the method used to calculate it. Where a discount applies, the Client is shown before purchase the discounted price, the period for which it applies and the fee that will apply after the discount period.

1.5. Changes to the Terms and price list

Acticade may update the Terms, the selection of Services and the price list. Changes generally apply to purchases made after the change takes effect. Material terms of an existing fixed-term contract, including the price, will not be changed unilaterally during the term of the contract unless the change is required by law or has been clearly agreed with the Client.

1.6. Intellectual property and privacy

Texts, designs, logos, photographs, videos and other materials published by Acticade on the Website, in learning materials and through other channels belong to Acticade or the relevant rights holder and are protected by applicable law. The processing of personal data is governed by Acticade’s Privacy Policy.

1.7. Contact and dispute resolution

For questions relating to Services and bookings, the Client may contact Acticade at info@acticade.eu. For questions relating to payments and requests to amend, suspend or terminate a membership early, please contact finance@acticade.eu. Withdrawal from a contract concluded online is governed by clause 2.3.

These Terms are governed by the laws of the Republic of Estonia. In the event of a dispute, the parties will first seek to resolve it through negotiations. A consumer has the right to refer a dispute to the Consumer Disputes Committee operating under the Consumer Protection and Technical Regulatory Authority or to a competent court in accordance with the law.

2. TERMS OF USE FOR THE ONLINE PURCHASE AND BOOKING PLATFORM

2.1. Arketa and payment processing

Acticade uses the Arketa platform to sell Services and manage bookings. Card payments may be processed through Arketa by a payment service provider, including Stripe. Acticade does not determine the authentication rules of the payment service provider; payment confirmation and any additional authentication required are carried out in accordance with the requirements of the payment service provider.

2.2. One-off and recurring payments

The purchase of a pass, package or introductory offer is a one-off payment unless the purchase page clearly states otherwise. A membership is a recurring-payment Service. By purchasing a membership, the Client authorises the membership fee to be charged to the selected payment method at the frequency and in the amount displayed at the time of purchase.

Acticade uses a consistent naming structure for memberships: type of Service, number of sessions per billing period and membership term. For example, “Studio 8x per month – 3-month membership”.

2.3. Withdrawal from a Service purchased online

Unless an exception provided by law applies, a consumer has the right to withdraw from a Service contract concluded at a distance, without giving a reason, within 14 days of entering into the contract.

For a contract concluded through an online user interface, the withdrawal function is available throughout the withdrawal period in the footer of Acticade’s website and through a link in the purchase confirmation email. The withdrawal function enables the Client to enter or confirm the information required to identify the contract and send confirmation of the withdrawal, and to submit the declaration by using the button “Confirm withdrawal” or another function with equivalent meaning. To withdraw, the Client must submit an unambiguous declaration of withdrawal to Acticade by using the “Withdraw from contract” button or by sending the declaration to finance@acticade.eu.

Acticade will promptly send, on a durable medium, confirmation of receipt of a declaration submitted through the withdrawal function, showing the content of the declaration and the date and time it was submitted. Use of the withdrawal function does not restrict the consumer’s right to submit any other unambiguous declaration of withdrawal that is valid under the law.

The statutory 14-day right to withdraw without giving a reason does not apply to a contract concluded at the Acticade studio while the Client and an Acticade representative are simultaneously present. This does not restrict the Client’s other statutory rights, including rights arising where the Service does not conform to the contract.

If the Client wishes to begin using a paid Service purchased online before the end of the 14-day withdrawal period, Acticade will request, at the time of purchase, a separate express declaration requesting that provision of the Service begin before the end of the withdrawal period, together with confirmation that the Client’s right of withdrawal will end once the Service has been fully performed.

If the Client has expressly requested that provision of the Service begin during the withdrawal period and withdraws from the contract before the Service has been fully performed, the Client must compensate Acticade for the value of the Service already provided to the extent prescribed by law, in proportion to the part of the Service provided in relation to the total scope of the contract. The value of the Service already

provided is determined in accordance with the law on the basis of the total price agreed in the contract. Acticade may deduct this amount from the sum to be refunded to the Client.

If the Service has been fully performed following the Client's prior express request and, before provision of the Service began, the Client confirmed that the right of withdrawal would end once the Service had been fully performed, the Client no longer has the statutory 14-day right of withdrawal after full performance of the Service.

The statutory 14-day right of withdrawal does not apply in other cases provided by law, including where the subject matter of the contract is a leisure Service that Acticade undertakes, when the contract is entered into, to provide on a specific date or within a specific period and the other conditions for applying the relevant exception are met.

2.4. Bookings, waiting lists and session-credit accounting

Advance booking in the Arketa booking system is required to participate in a Service. A confirmed booking reserves a place in the class for the Client, but the booking remains valid only if it can be covered by a suitable valid membership, package or pass, or if payment for the booking can be made in accordance with this clause.

If a class is full, the Client may, where available, join the waiting list. If a place becomes available, Arketa notifies the Client and the Client must personally confirm whether they wish to take the available place. Being on the waiting list does not guarantee a place in the class until the Client has confirmed the available place. Once the available place has been confirmed, the booking is treated as an ordinary confirmed booking and the normal cancellation terms for the Service apply regardless of how little time remains before the class begins.

A membership includes the number of session credits specified in the purchase terms for each billing period. Unused credits do not carry over to the next billing period unless the purchase description for the relevant Service or these Terms expressly provide otherwise.

Acticade may allow sessions to be booked in advance for future billing periods or may make a recurring booking for a regularly scheduled class. A future or recurring booking reserves a place but does not increase the number of session credits included in the membership and does not mean that a particular session is automatically included in the membership fee.

A booking made for a future billing period may use a session credit from that future billing period where Arketa allows this. Such a booking does not give the Client additional session credits and does not allow unused credits from one billing period to be carried over to another billing period.

Arketa checks whether a suitable pricing option is available to cover a booking based on the memberships, packages and passes active on the Client's account. If there is no suitable session credit available to cover the booked session, the session is treated as an additional session and must be paid for at the then-current price of a 1-session pass for the relevant Service.

If the Client has separately consented to the use of the stored payment method linked to their account to pay for additional sessions described in this clause, Arketa may automatically charge the then-current 1-session pass fee for the additional session to the Client's stored payment method.

If there is no suitable pricing option to cover the booking and the 1-session pass fee cannot be charged to the Client's stored payment method, Arketa may automatically cancel the booking. The Client will be notified of the cancellation through Arketa.

The Client is responsible for monitoring their active bookings, waiting lists, notifications sent through Arketa, used and remaining session credits and the validity of their payment method.

Making a booking, including a future or recurring booking, does not release the Client from the payment and cancellation terms of the selected Service, package or membership.

2.5. Technical issues

If a technical issue occurs in Arketa, a payment service provider or another third-party service, please notify Acticade as soon as possible. Acticade will provide reasonable assistance in checking the status of a booking or payment but is not liable for an interruption to a third-party system to the extent that the interruption is outside Acticade's control.

3. LIABILITY AND HEALTH

3.1. Risks associated with physical activity

Acticade Services involve physical activity, including movement and Pilates exercises and the use of training equipment and apparatus. Physical activity may involve ordinary risks, including muscle fatigue, muscle soreness, loss of balance, falling, overexertion, temporary aggravation of existing symptoms or injury.

By participating in a Service, the Client confirms that they understand the nature of physical activity and that not all risks associated with training can be completely eliminated, even with appropriate instruction.

Acticade and the instructor select and adapt exercises on the basis of their knowledge and the information provided by the Client, but cannot guarantee that training will not involve discomfort, pain, injury or other health-related changes. Acticade's Services do not replace medical care or a medical diagnosis.

3.2. Client health and duty to provide information

The Client is responsible for informing Acticade and the instructor, before and during use of the Service, of any health-related circumstances known to the Client that may affect the safe conduct of the session or the selection of exercises.

Such circumstances may include, among other things, injuries, operations, pregnancy, heart or circulatory conditions, osteoporosis, acute or unusual pain, dizziness, balance problems, medically prescribed movement restrictions or any other health condition that the instructor may need to know about in order to adapt the Service safely.

The Client must also inform the instructor if their health condition, symptoms or medical recommendations given to them change while they are using the Service.

If the Client is unsure whether their health condition permits them to participate in training, Acticade recommends consulting a doctor or other competent healthcare professional before beginning or continuing training.

The Client is responsible for monitoring how they feel during training and must immediately inform the instructor of pain, dizziness, difficulty breathing, unusual weakness or any other symptom that may require an exercise to be modified or the session to be stopped.

3.3. Following instructions and modifying or stopping a session

The Client must follow the safety and usage instructions given by the instructor and use training equipment and apparatus only in the intended manner.

Acticade and the instructor have the right to modify an exercise, reduce the load, restrict the use of certain exercises or equipment, stop a session or, where necessary, refuse to provide the Service if, in the instructor's reasonable assessment, beginning or continuing the session could pose a significant risk to the health or safety of the Client or other persons.

Such a decision is made on the basis of the particular circumstances and the information known to the instructor and is intended to protect the health and safety of the Client and other participants.

3.4. Acticade's liability

Acticade provides the Services with reasonable professional care and takes measures appropriate to the nature of the Service to ensure the safety of the training environment and instruction.

Acticade is liable for damage caused to the Client on the grounds and to the extent provided by law.

Acticade is not liable for damage or a health problem to the extent that it is not caused by a breach of Acticade's obligations, including where the damage results from:

- an ordinary risk associated with physical activity that could not reasonably have been avoided through appropriate instruction;
- the Client's health condition or a circumstance of which Acticade or the instructor was not informed and of which Acticade could not reasonably have been aware;
- the Client's failure to follow the instructor's safety or usage instructions;
- the use of training equipment or apparatus contrary to the instructor's instructions;
- the Client's own act or omission that was not caused by a breach of Acticade's obligations.

Nothing in this chapter excludes or limits Acticade's liability to the extent that exclusion or limitation of liability is not permitted under applicable law.

3.5. Emergency

If the Client's health condition or a situation arising during a session gives reasonable grounds to believe that the Client requires urgent medical assistance, Acticade or the instructor may call an ambulance or other necessary assistance.

In an emergency, Acticade may disclose information known about the Client to the person or organisation providing assistance to the extent necessary to protect the life or health of the Client or another person and to the extent such disclosure is permitted under applicable law.

The costs of medical or other assistance provided by a third party are borne in accordance with the law and the terms of the relevant service provider. This provision does not limit Acticade's statutory liability.

3.6. Personal belongings

The Client is responsible for supervising personal belongings brought into the studio.

Acticade is not liable for personal belongings left in the studio that are lost, stolen or damaged, except where and to the extent Acticade is liable under applicable law.

Clients are advised not to leave valuable items unattended during training.

3.7. Damage caused by the Client

The Client must use Acticade's premises, training equipment and apparatus with due care and follow the instructor's instructions when using them.

The Client is liable, on the grounds and to the extent provided by law, for damage caused to Acticade, its property or a third party by the Client's unlawful and culpable act or omission.

Normal wear and tear resulting from ordinary and proper use is not treated as damage caused by the Client.

3.8. Health data and privacy

To enable the Service to be provided safely and adapted to the Client's needs, the Client may provide Acticade with information about their health condition.

Personal data, including health data disclosed by the Client to Acticade, is processed in accordance with applicable data protection law and Acticade's Privacy Policy.

4. ACTICADE STUDIO MEMBERSHIP TERMS

This chapter governs Acticade Studio memberships. By purchasing a membership, the Client enters into a 3-month or 12-month fixed-term contract with Acticade, depending on the term selected.

4.1. Membership options and names

Acticade uses the main Studio membership options set out below. The specific price and exact content of the Service are displayed before purchase in Arketa and/or in the Acticade price list.

Membership	Category
Studio 4x per month – 3-month membership	Studio
Studio 4x per month – 12-month membership	Studio
Studio 8x per month – 3-month membership	Studio
Studio 8x per month – 12-month membership	Studio
Studio 12x per month – 3-month membership	Studio
Studio 12x per month – 12-month membership	Studio

A “Studio” membership entitles the Client to use the group classes offered in Acticade’s current timetable. The exact selection of classes depends on the current timetable.

Acticade may change the timetable, including class times, frequency, instructors and class formats, in accordance with studio operations, demand and the development of Services, provided that the essential content of the Service covered by the selected membership is maintained.

4.2. Billing period and session credits

The designation “4x per month”, “8x per month” or “12x per month” means the corresponding number of group classes that may be booked during one billing period. A billing period is generally a calendar month. If a membership begins during a calendar month, the first billing period is shorter and runs from the membership start date until the end of the same calendar month. Subsequent billing periods run from the first day to the last day of each calendar month.

If a 3-month or 12-month membership begins during a calendar month, the period from the membership start date until the beginning of the first full calendar month is treated as a separate prorated initial period. This period does not form part of the 3-month or 12-month commitment period.

During the prorated initial period, the Client may use the number of group classes stated in the name of the membership. Unused session credits do not carry over to the next billing period.

Unused session credits do not carry over to the next billing period unless the purchase description for the specific membership expressly provides otherwise. The number of sessions included in the membership does not depend on how many occurrences of a particular weekday fall within a billing period.

4.3. Payment and billing

The membership fee is paid monthly. If a membership is purchased during a calendar month, the Client first pays a prorated amount for the initial period from the purchase date until the end of the current calendar month. Arketa calculates the prorated amount automatically based on the membership price applicable to the Client.

The payment for the first full billing period and all subsequent monthly payments are processed on the 1st day of each calendar month using the payment method confirmed by the Client. The 3-month or 12-month commitment period begins at the start of the first full billing period, and the preceding prorated initial period does not form part of the commitment period.

Before purchase, the Client is shown the membership fee per billing period, payment frequency, commitment period and the amount of the first payment. If a discount applies to the membership, payments are calculated in accordance with the discount terms agreed with the Client at the time of purchase.

If a payment fails or remains unpaid, Acticade may restrict use of the Service, prevent new bookings or cancel future bookings covered by the membership until the outstanding amount has been paid. A failed payment or restriction of the Service does not in itself terminate an existing fixed-term contract or release the Client from payment obligations arising under it.

Payment is due regardless of how much the Client actually uses the Service during the membership period, unless the law or these Terms provide otherwise.

4.4. 3-month and 12-month memberships

A 3-month and a 12-month membership are fixed-term contracts. The 3-month or 12-month commitment period begins at the start of the first full billing period. If the membership is purchased during a calendar month, a prorated initial period paid on a prorated basis precedes the commitment period in accordance with clauses 4.2 and 4.3. The Client undertakes to pay all monthly fees for the selected period. The membership ends automatically after completion of three or twelve full billing periods, respectively. If a 12-month membership has been suspended in accordance with clause 4.5, the end date of the membership is extended by the confirmed suspension period. The membership does not renew for another term of the same length unless the Client purchases a new membership or the parties clearly agree otherwise before the end of the term.

A fixed-term membership may not be terminated by ordinary notice before the end of the agreed period. Limited use of the membership, lack of time, changed training preferences or another ordinary change in the Client's personal circumstances does not end the Client's payment obligation.

If the Client is temporarily unable to continue using the membership for a significant health-related reason, Acticade may, at the Client's request, exceptionally suspend the membership in accordance with clause 4.5. Acticade may request a certificate or confirmation from a doctor or other competent healthcare professional confirming the health-related restriction and its expected duration.

If the Client's health condition makes use of the Service impossible for an extended period or permanently, or another significant exceptional circumstance exists, the Client may apply for early termination of the fixed-term membership. Acticade may request reasonable documents to substantiate the circumstances. The request will be assessed on the basis of the particular circumstances, the evidence provided and rights arising under the law.

If the Client has no basis under the law or these Terms for early termination of the contract, but Acticade nevertheless agrees, at the Client's request, to terminate the contract before the end of the term, the early termination fee is equal to three monthly fees but may not exceed the amount that would otherwise remain payable until the end of the contract. Acticade may reduce or waive the early termination fee for good cause.

A request for early termination must be submitted to Acticade in a form capable of being reproduced in writing at finance@acticade.eu. Submission of the request does not automatically terminate the membership. Acticade will notify the Client of the outcome of the request and any resulting membership end date.

Acticade may extraordinarily terminate a continuing contract for good cause in accordance with the law, including where the Client materially or repeatedly breaches payment obligations, safety rules or other

material contractual obligations and, taking all circumstances into account, Acticade cannot reasonably be expected to continue the contract. If the breach can be remedied, Acticade will give the Client a reasonable opportunity to remedy it before extraordinarily terminating the contract, unless the law permits immediate termination.

Termination of the contract because of a breach by the Client does not release the Client from payment of amounts that became due before termination or from any other liability arising under the law. This clause does not restrict either party's statutory right to extraordinarily terminate a continuing contract for good cause.

4.5. Suspension of membership

A 3-month membership is not normally suspended. As an exception, Acticade may allow a membership to be suspended for a significant health-related reason or by a separate written agreement between the parties.

For a 12-month membership, the Client may request a temporary suspension. Ordinary suspension is not an automatic entitlement and takes effect only after confirmation by Acticade. Suspension generally applies in whole billing periods starting from the next billing date unless the parties agree otherwise in writing.

At the Client's request, a 12-month membership may be temporarily suspended for a total period of no more than three billing periods during one membership term. The suspended periods do not need to be consecutive, but regardless of the reason for suspension, the total duration of suspension may not exceed three billing periods. During an ordinary suspension, the Client is not charged the normal monthly membership fee. A suspension fee equal to the price of a 1-session pass for the relevant Service that applied at the time the membership was purchased is charged for each suspended billing period. Changes to the price list after the membership is purchased do not change the suspension fee for an existing fixed-term membership.

During a suspension:

- the Client may not use session credits under the membership or make bookings covered by the membership;
- no new session credits included in the membership are added for the suspension period;
- Acticade may cancel bookings covered by the membership that fall within the suspension period;
- the validity period of the membership is extended by the confirmed suspension period.

The start and end dates of the suspension, the fee and the effect on the membership end date are confirmed to the Client before the suspension takes effect.

If the Client is unable to use the membership because of a significant health-related reason, Acticade may exceptionally suspend the membership without the ordinary suspension fee. For health-related reasons, Acticade may exceptionally approve a suspension for a period other than a whole billing period. Acticade may request a certificate or confirmation from a doctor or other competent healthcare professional confirming the health-related restriction and its expected duration.

The purpose of a health-related suspension is to allow the Client to continue the membership after the health-related restriction has ended. If, after the maximum suspension period, the Client remains unable to use the Service because of a documented health-related reason, the Client may apply to terminate the membership without an early termination fee. On the same grounds, Acticade may terminate the membership without an early termination fee if the Client's health condition does not permit continued use of the Service and it is not reasonably possible to determine when use of the Service can resume. In that case, payment obligations for future billing periods end when the membership terminates. Termination does not affect payment obligations that arose before termination or any other statutory rights and obligations. Acticade will notify the Client of the termination in a form capable of being reproduced in writing. A request to suspend a membership must be submitted to Acticade at finance@acticade.eu. Suspension takes effect only after confirmation by Acticade.

Suspension of a membership does not restrict the Client's statutory right to extraordinarily terminate a fixed-term contract for good cause.

4.6. Group class cancellation and no-show

A group class booking made under a membership may be cancelled without charge at least 6 hours before the class begins. If the Client cancels later or does not attend, the booked session credit is treated as used.

If Acticade cancels a group class, the booking is not treated as used and the relevant session credit is restored or remains available to the Client. If the restored session credit cannot reasonably be used because of the validity period of the Service, Acticade may extend the period in which it can be used or offer another equivalent solution.

4.7. Personal use

The membership and the session credits granted under it are personal and may not be transferred to another person unless the purchase description for the relevant Service clearly states otherwise.

5. ACTICADE STUDIO PASS AND PACKAGE TERMS

This chapter governs Acticade Studio single-session passes and multi-session packages for group classes. Passes and packages are not memberships, do not renew automatically and do not result in automatic recurring payments.

5.1. Passes and packages

- Studio – 1-session pass
- Studio – 10-session package

“Studio” passes and packages entitle the Client to use the group classes offered in Acticade's current timetable. The name and purchase description of the pass or package state the number of sessions, validity period and the Services for which it may be used to make bookings.

A 1-session pass provides one session credit and a 10-session package provides ten session credits.

Acticade may also add packages with other numbers of session credits, including promotional packages available for a limited period. The number of session credits, validity period and permitted use of such a package are stated in the name and purchase description of the package.

5.2. Validity period and payment

A pass or package is paid for in full at the time of purchase. The validity period of the package or pass is displayed before purchase. Unused session credits expire at the end of the validity period unless the law or the terms of the specific Service provide otherwise. Passes and packages are personal and may not be transferred to another person unless the purchase description states otherwise.

5.3. Cancellation of a group class booking

A group class booking made using a pass or package may be cancelled without charge at least 6 hours before the class begins. If the Client cancels later or does not attend, the booked session credit is treated as used.

If Acticade cancels a group class, the booking is not treated as used and the relevant session credit is restored or remains available to the Client. If the restored session credit cannot reasonably be used because of the validity period of the Service, Acticade may extend the period in which it can be used or offer another equivalent solution.

5.4. Withdrawal from an online purchase

A pass or package purchased online is subject to the 14-day right of withdrawal and the statutory exceptions described in clause 2.3.

After the statutory withdrawal period has ended, a pass or package is not refundable at the Client's request, and no refund or proportional reimbursement of the package price is made for unused session credits.

If the Client exercises the statutory right of withdrawal during the 14-day withdrawal period after use of the Service has begun, the value of the Service already provided and the amount to be refunded are calculated in accordance with clause 2.3 and the law. This provision does not restrict the Client's other statutory rights.

6. ACTICADE PRIVATE SESSION TERMS

This chapter governs Acticade single-session passes, multi-session packages and memberships for Private Sessions.

In addition to this chapter, the Acticade General Terms of Service, the liability and health terms and the terms stated in the purchase description of the relevant pass, package or membership apply to the purchase, booking and use of a Private Session.

6.1. Private Session options

Private Sessions may be purchased with a specific instructor in the following main options:

- Private Session [instructor name] – 1-session pass
- Private Session [instructor name] – 10-session package
- Private Session [instructor name] 4x per month – 3-month membership
- Private Session [instructor name] 8x per month – 3-month membership
- Private Session [instructor name] 4x per month – 12-month membership
- Private Session [instructor name] 8x per month – 12-month membership

A 1-session pass entitles the Client to one Private Session and a 10-session package to ten Private Sessions, in accordance with the terms applicable at the time of purchase. A 4x per month or 8x per month membership entitles the Client to four or eight Private Sessions, respectively, in each billing period.

Acticade may add other Private Session passes, packages or membership options. Their price, number of sessions, validity period and other material terms are stated in the name and purchase description of the relevant Service.

6.2. Primary instructor

A Private Session pass, package or membership is purchased with a specific primary instructor. The price of the Service may depend on the primary instructor's training, qualifications, professional experience and additional competencies.

The primary instructor generally conducts the Client's Private Sessions.

For operational or exceptional reasons, including illness, holiday, training or another temporary absence of the instructor, individual Private Sessions may be conducted by another Acticade instructor or specialist. Where possible, Acticade will seek to provide a substitute instructor with the same or a comparable level and competence and to notify the Client of the change in advance.

An individual substitution does not change the primary instructor for the Client's pass, package or membership. If the Client does not wish to attend with the proposed substitute instructor, a new time with the primary instructor will be agreed where possible and the booking will not be treated as a session used by the Client.

If the primary instructor is unable to provide the Service for an extended period, Acticade may offer the Client another instructor with the same or a comparable level and competence. If it is not reasonably possible to offer a suitable substitute arrangement, the matter will be resolved according to the particular circumstances, the contract and the Client's statutory rights.

6.3. Instructor and physiotherapist levels

Acticade may use different experience and competency levels for instructors and specialists when pricing Private Sessions.

Instructor in Training or Physiotherapy Student – an instructor who is undertaking Pilates teacher training and has not yet passed the final examination for the relevant training, or a physiotherapy student. Where necessary, their work is carried out under the supervision or mentorship of a more experienced instructor or an appropriate specialist.

Junior Instructor or Junior Physiotherapist – an instructor or physiotherapist who has completed the relevant professional training and obtained the required qualification and is at an earlier stage of independent teaching or professional experience.

Instructor or Physiotherapist – a qualified Pilates instructor or physiotherapist with independent professional experience and the professional competence to guide Clients independently within Acticade's Services.

Senior Instructor or Senior Physiotherapist – an instructor or physiotherapist with extensive professional experience and a high level of professional competence who may also have an additional role in training, mentoring or supervising other instructors or specialists.

The designations "Junior" and "Senior" describe Acticade's internal experience and pricing levels and do not represent a separate national professional qualification. When determining a particular specialist's level, Acticade may take into account their training, qualifications, professional experience, continuing education and professional competence.

6.4. Person conducting a Private Session

Acticade may offer Private Sessions conducted by Pilates instructors, specialists qualified as physiotherapists, instructors in training or physiotherapy students. The name or description of the Service identifies the primary instructor and their relevant experience or competency level.

6.5. Booking and payment

Advance booking is required to attend a Private Session. A Private Session should generally be booked at least 24 hours before the session begins through the Arketa booking system or by agreement with Acticade or the instructor. Bookings with shorter notice are available only where an appointment is available.

A Private Session must be paid for before use of the Service using a valid pass, package or membership.

A 1-session pass and a multi-session package are not memberships, do not renew automatically and do not result in automatic recurring payments.

A Private Session membership does not automatically guarantee the Client a particular weekday or time. A recurring session time may be agreed separately between the Client and the primary instructor, subject to the instructor's work arrangements and availability.

6.6. Validity of passes and packages

A 1-session Private Session pass and a multi-session package must be used within the validity period specified for the relevant Service at the time of purchase. Passes and packages are personal and may not be transferred to another person unless Acticade has confirmed otherwise in writing.

Unused session credits expire at the end of the package validity period and are not refundable or compensable after expiry unless the law provides otherwise.

A pass or package purchased online is subject to the 14-day right of withdrawal and the statutory exceptions described in clause 2.3. After the statutory withdrawal period has ended, a pass or package is not refundable at the Client's request, and no refund or proportional reimbursement of the package price is made for unused session credits. This provision does not restrict the Client's other statutory rights.

6.7. Private Session memberships

A 3-month or 12-month Private Session membership is purchased with the selected primary instructor. The membership fee is paid monthly and the Client undertakes to pay all monthly fees for the selected membership period in accordance with the price and payment schedule agreed at the time of purchase.

The principles set out in clauses 4.2–4.4 regarding the billing period, prorated initial period, payment and commitment period apply to 3-month and 12-month Private Session memberships, taking into account the specific provisions of this chapter and the purchase description of the relevant Service. During the prorated initial period, the Client may use Private Sessions on a prorated basis in accordance with the schedule agreed with the primary instructor. Unused session credits do not carry over to the next billing period.

The principles set out in clause 4.5 apply to suspension of a 12-month Private Session membership. The suspension fee is equal to the price, at the time the membership was purchased, of a 1-session Private Session pass with the relevant primary instructor.

6.8. Cancellation and rescheduling of a Private Session

The Client may cancel or reschedule a Private Session without charge if they do so at least 24 hours before the session begins. Cancellation or rescheduling must be completed through the Arketa booking system or by another method designated by Acticade for this purpose.

If the Client cancels a Private Session less than 24 hours before it begins or does not attend the booked session, the session is treated as used. In that case:

- the 1-session pass is treated as used;
- one session credit is deducted from the package;
- one session credit is deducted from the membership for the relevant billing period.

A session credit treated as used because of a late cancellation or no-show is not restored and no refund is made for it, unless Acticade decides otherwise in a justified exceptional case or the law provides otherwise.

If a Private Session is cancelled for a reason attributable to Acticade or the instructor, the booking is not treated as used and the relevant session credit is restored or remains available to the Client. Acticade may offer the Client a new time or a substitute instructor. If the restored session credit cannot reasonably be used because of the validity period of the Service, Acticade may extend the period in which it can be used or offer another equivalent solution.

7. TERMS OF THE ACTICADE “STUDIO START” INTRODUCTORY OFFER

“Studio Start” is an introductory offer for new Clients that entitles the Client to the four group classes specified in the offer description within 15 days, unless the purchase page clearly states different content or a different validity period for the offer.

7.1. Use of the offer

A Client may use an Acticade Start introductory offer for new Clients only once. If the Client has previously purchased or used any other Acticade “Start” introductory offer intended for new Clients, they

are not entitled to use another Start introductory offer unless Acticade has permitted this in writing. The offer is personal and non-transferable.

The package must be activated within 30 days of the purchase date. The package is activated by the first session treated as used under the package and remains valid for 15 consecutive days from activation. All sessions included in the offer must be used within its validity period.

A late cancellation or no-show for which a session credit is treated as used is also treated as activation of the package.

If the Client does not activate the package within 30 days of the purchase date, the package expires. An expired package cannot be used and neither the amount paid nor unused session credits are refunded, unless the law provides otherwise or the package remained unused for a reason attributable to Acticade.

7.2. Bookings and cancellations

Group classes must be booked in advance. To cancel a group class booking without charge, it must be cancelled at least 6 hours before the class begins. In the event of a late cancellation or no-show, the relevant session is treated as used.

7.3. Withdrawal from an online purchase

An introductory offer purchased online is subject to the withdrawal rules described in clause 2.3 and the statutory exceptions.

8. TERMS OF THE ACTICADE “MAT PILATES START” INTRODUCTORY OFFER

“Mat Pilates Start” is an introductory offer for new Clients that entitles the Client to three “Focus Mat” Pilates mat group classes within 15 days, unless the purchase page clearly states different content or a different validity period for the offer.

8.1. Use of the offer

A Client may use an Acticade Start introductory offer for new Clients only once. If the Client has previously purchased or used any other Acticade “Start” introductory offer intended for new Clients, they are not entitled to use another Start introductory offer unless Acticade has permitted this in writing. The offer is personal and non-transferable.

The package must be activated within 30 days of the purchase date. The package is activated by the first session treated as used under the package and remains valid for 15 consecutive days from activation. All sessions included in the offer must be used within its validity period.

A late cancellation or no-show for which a session credit is treated as used is also treated as activation of the package.

If the Client does not activate the package within 30 days of the purchase date, the package expires. An expired package cannot be used and neither the amount paid nor unused session credits are refunded, unless the law provides otherwise or the package remained unused for a reason attributable to Acticade.

8.2. Bookings and cancellations

Group classes must be booked in advance. To cancel a group class booking without charge, it must be cancelled at least 6 hours before the class begins. In the event of a late cancellation or no-show, the session is treated as used.

8.3. Withdrawal from an online purchase

An introductory offer purchased online is subject to the withdrawal rules described in clause 2.3 and the statutory exceptions.

9. TERMS OF THE ACTICADE “PRIVATE START” INTRODUCTORY OFFER

“Private Start” is an introductory offer for new Clients that entitles the Client to three Private Sessions within 15 days, unless the purchase page clearly states different content or a different validity period for the offer.

9.1. Use of the offer

A Client may use an Acticade Start introductory offer for new Clients only once. If the Client has previously purchased or used any other Acticade “Start” introductory offer intended for new Clients, they are not entitled to use another Start introductory offer unless Acticade has permitted this in writing. The offer is personal and non-transferable.

The package must be activated within 30 days of the purchase date. The package is activated by the first session treated as used under the package and remains valid for 15 consecutive days from activation. All sessions included in the offer must be used within its validity period.

A late cancellation or no-show for which a session credit is treated as used is also treated as activation of the package.

If the Client does not activate the package within 30 days of the purchase date, the package expires. An expired package cannot be used and neither the amount paid nor unused session credits are refunded, unless the law provides otherwise or the package remained unused for a reason attributable to Acticade.

If the offer is purchased with a specific instructor, the principles set out in clause 6.2 apply to the instructor and any substitution.

9.2. Bookings and cancellations

Private Sessions must be booked in advance. A cancellation or rescheduling must be made at least 24 hours before the session begins. In the event of a late cancellation or no-show, the session is treated as used.

9.3. Withdrawal from an online purchase

An introductory offer purchased online is subject to the withdrawal rules described in clause 2.3 and the statutory exceptions.

10. ACTICADE EVENT PARTICIPATION TERMS

This chapter governs participation in Acticade events, workshops and other separately organised events (an “Event”).

10.1. Booking and payment

Participation in an Event must be booked in advance. The participation fee is paid in advance unless the Event description states otherwise. The availability, content and validity period of any Event package depend on the specific Event and are displayed before purchase.

10.2. Cancellation

Unless the description of the specific Event states otherwise, participation must be cancelled at least 72 hours before the Event begins in order to cancel without charge. In the event of a late cancellation or no-show, the participation entitlement is treated as used and the fee is not refunded, unless the law provides otherwise.

If Acticade cancels an Event, the fee will be refunded or, by agreement with the Client, a suitable alternative solution will be offered.

10.3. Withdrawal from an online purchase

For an Event, the withdrawal rules described in clause 2.3 apply. For a leisure Service connected to a specific date or period, the statutory 14-day right of withdrawal may be excluded; where the exception applies, this will be clearly disclosed to the Client before purchase.

10.4. Changes to an Event

Acticade may, for good cause, change the Event schedule, instructor or other organisational details provided that the change does not alter the essential nature of the Service. In the event of a material change, the Client will be notified as soon as possible and, where necessary, an appropriate solution will be offered based on the law and the circumstances.