

TERMS AND CONDITIONS DAY ONE (version February 2022)

Article 1 - Definitions

DAY ONE:	the private company Famous Obstacles & Gameshows BV, trading under the name DAG ONE, Chamber of Commerce number 69314519;
The Customer:	a natural person, legal entity or partnership that enters into an Agreement;
Consumer:	a natural person who does not act in the course of a profession or business;
The Agreement:	the agreement or agreements between DAG ONE and the Customer with regard to the delivery of services such as personal training, nutritional advice and lifestyle coaching and/or the delivery of items as offered in the DAG ONE webshop;
Written:	written means both physical (paper) and digital or electronic.

Article 2 - Applicability

These general terms and conditions apply to the conclusion and execution of all Agreements concluded between DAY ONE and the Customer.

Article 3 - Offers

1. DAY ONE makes offers In Writing. Offers are in effect for a term specified by DAY ONE. If DAY ONE has not set a deadline for acceptance, offers will remain in effect for two weeks from the date they were made.
2. The description of offers from DAY ONE is sufficient to enable a proper assessment of the offers by the Customer, so that it is clear to the Customer what his/her rights and obligations are when accepting offers.
3. Offers include at least:
 - the reflection period, as referred to in Article 5;
 - the facilities and guidance that can be used;
 - the days and times as well as the way (such as, for example, the use of digital technology, including an app) in which the facilities can be used;
 - the costs for the service or goods to be provided by DAY ONE;
 - the method of payment and the payment term;
 - the period of the Agreement.
4. With offers, the general terms and conditions of DAY ONE will be made available to the Customer in Writing.
5. All (delivery) terms that DAY ONE agrees with the Customer only apply as terms to the best of its knowledge and never as strict terms. Exceeding such a term therefore does not constitute an attributable shortcoming on the part of DAY ONE.

Article 4 - The Agreement

The Agreement is concluded by acceptance by the Customer of the offer or the offers of DAY ONE. The Agreement is strictly personal.

Article 5 - Withdrawal

1. For Distance Contracts (such as via the DAG ONE website), Consumers have a statutory cooling-off period of fourteen calendar days. With regard to DAY ONE services, this period starts on the day on which the Agreement between DAY ONE and the Consumer is concluded via the DAG ONE website. With regard to the goods to be delivered by DAY ONE, the term commences on the day on which the Consumer has received the goods. During the cooling-off period, the Consumer has the option to withdraw from the Agreement free of charge. If the Consumer, at his own request, makes use of the services of DAY ONE during the cooling-off period and he subsequently makes use of his right

of withdrawal, he is not entitled to a refund of the fees paid by him to DAY ONE with regard to the service(s) concerned.)

2. The Consumer who wishes to make use of the right of withdrawal, reports this unambiguously and In Writing within the withdrawal period to DAY ONE. The risk and the burden of proof for the correct and timely use of the right of withdrawal rests entirely with the Consumer.
3. In the event of timely withdrawal, the Consumer is obliged to return the goods delivered to him/her with all accessories supplied, in original condition and packaging, to DAY ONE. The direct costs for the return shall be borne by the Consumer.
4. Within 14 days of receipt of the returned items or after the Consumer has demonstrated that he/she has returned the items, whichever is the earlier, DAY ONE will pay the Consumer the full purchase amount and the amount charged to the Consumer. return delivery costs. DAY ONE will use the same payment method that the Consumer has used for that refund, unless the Consumer has agreed to another method of payment.
5. DAY ONE is not obliged to reimburse the additional costs to the Consumer associated with a more expensive method of shipping chosen by the Consumer than the least expensive method of standard shipping.

Article 6 – Exclusion of withdrawal

The following items and services are excluded from the right of withdrawal:

- a. Services that have started to be provided DAY ONE within the withdrawal period at the express request of the Consumer and where the Consumer has declared in advance to waive his/her right of withdrawal.;
- b. items that are subject to rapid spoilage or that have a limited shelf life;
- c. goods that have been mixed with other goods by their nature after delivery to the Consumer or a third party designated by him.

Article 7 - Payments

1. The Customer always owes a deposit for the provision of services when entering into the Agreement.
2. DAY ONE uses a payment term of fourteen (14) days after the invoice date, unless another term has been agreed.
3. Services and goods will only be delivered after the relevant invoice has been paid in full.
4. After having been given written notice of default, the Client owes the statutory interest as well as the reasonably incurred extrajudicial (collection) costs in the event of late payment of DAG ONE's invoices, without prejudice to DAG ONE's right to order the judicial costs. progress.
5. Without prejudice to the provisions of Article 5 of these general terms and conditions (Consumers' right of withdrawal), the Customer is not entitled to a refund of the fees paid by him for services if the Customer has started purchasing the services of DAY ONE and subsequently renounces it for reasons of its own. of further purchase of the services of DAY ONE.

Article 8 - Obligations of the Customer

1. The Customer adheres to the instructions and the (household) regulations given by DAY ONE at the location of DAY ONE.
2. The Customer is obliged to follow the instructions of the DAY ONE or the employees appointed by it. The Customer is not permitted to use devices or facilities with which the Customer is not familiar. If the Customer is not familiar with one or more devices or facilities, he/she must make this known to DAY ONE, so that DAY ONE can provide an explanation.
3. The Customer is not permitted to use the equipment and facilities if he is under the influence of alcohol, drugs, medication or substances designated as doping.
4. Prior to participating in one or more programs and/or activities as offered by DAY ONE, the Client is obliged to ascertain that such participation, including (but not limited to) following nutritional advice, is medically responsible for him/her. is. The Customer is obliged to report a medical contraindication known to him/her for the services and/or items to be purchased at DAY ONE to DAY ONE.

5. The Customer must notify the DAY ONE of changes in the postal address, e-mail address, bank account number and telephone number in a timely manner in writing or electronically.

Article 9 - Limitation of liability, deductible, indemnification

1. DAY ONE is not liable for any loss or damage arising from, by or in connection with the performance of the services for the Customer. More in particular, DAG ONE is not liable for any loss or damage, death, illness or physical or mental injury arising from, by or in connection with the performance of its services, except for intent and gross negligence on the part of DAG ONE .
2. Participation in the program and/or activities of DAY ONE and the purchase of the services of DAY ONE is entirely at the risk of the Customer. Advice with regard to training, nutrition and coaching from DAY ONE is always without obligation and is followed by the Customer entirely at his own risk or not.
3. Without prejudice to the provisions of paragraphs 1 and 2 of this article, DAY ONE will in no case be liable for more than the amount equal to the invoice value excluding VAT of the services concerned, or the amount that its liability insurer pays out to it in the relevant case.
4. Insofar as the Agreements relate to the provision of services, DAG ONE has best efforts obligations and no result obligations.
5. The Customer is liable to DAG ONE for damage as a result of an attributable shortcoming in the fulfillment of its obligations under the Agreement and/or as a result of an unlawful act by the Customer, as well as for damage that is for account and risk under the law or custom. comes from the consumer.
6. The Customer indemnifies DAG ONE and its employees against all claims from third parties, including the reasonable costs of legal assistance, that are in any way related to or arise from the services that DAG ONE provides, except in the case of intent and gross negligence on the part of DAG ONE .

Article 10 - Intellectual property rights

1. The intellectual property rights in the training and nutrition schedules, advice, digital data carriers, photos, images and the like published by DAY ONE are vested in DAY ONE.
2. Reproducing or copying the aforementioned data and/or providing, displaying and/or making that data available to third parties in any way whatsoever is not permitted without the prior written permission of DAG ONE. In the event of a violation of this provision, the Customer owes an immediately due and payable fine to DAY ONE of € 5,000 and of € 250 per day for each day or part thereof that the violation continues, the latter with a maximum of € 5,000. - . The liability of one or more fines under this article does not affect the right of DAY ONE to compensation for the actual damage suffered as a result of the violation.

Article 11 - Force majeure

1. If DAY ONE is unable to fulfill its obligations towards the Customer due to a non-attributable shortcoming (force majeure), those obligations will be suspended for the duration of the force majeure situation.
2. Force majeure of DAY ONE means any circumstance that is independent of the will of DAY ONE, as a result of which the fulfillment of (the relevant part of) its obligations towards the Customer is prevented, delayed or made uneconomical, as a result of which the fulfillment of these obligations does not reasonably apply. DAY ONE may be required.
3. If a force majeure situation has lasted longer than 50 days, the parties have the right to terminate the Agreement by written dissolution. What has already been performed pursuant to the Agreement will then be settled proportionately, without the parties owing each other anything further.

Article 12 - Dissolution

1. DAY ONE is entitled to dissolve the Agreement without any notice of default or judicial intervention if:

- a. the Customer does not, not timely or not properly comply with an obligation under the Agreement, including but not limited to the timely payment of the invoices of DAY ONE and/or the failure by DAY ONE to collect (fully and/or on time) the amounts owed by the Client by means of direct debit;
- b. the Customer has been declared bankrupt or an application has been submitted to that effect;
- c. the Client has been granted a moratorium or a request to that effect has been made and this situation has not been undone within 14 days;
- d. the Client enters into a private agreement with creditors or enforces an attachment (which is not lifted within 14 days) on the Client's assets or the Client loses control over the assets in any other way;

Article 13 - Choice of forum and law

1. All Agreements to which these terms and conditions have been declared applicable and any disputes arising therefrom are exclusively governed by Dutch law. Application of the Vienna Sales Convention is excluded.
2. Disputes arising from the Agreements, the interpretation or implementation thereof, are exclusively authorized by the competent court of the District Court of Gelderland, unless any provision of mandatory law designates a different court.

(End of text)