

TERMS AND CONDITIONS

****Effective from 01/01/25****

These terms and conditions apply to the offers, orders, and invoices of *Lebe Stark*, which operates as a registered trademark of Dzemaili Unternehmungen and will hereinafter be referred to as *Lebe Stark*.

1. Use of the Website

1.1 These Terms Of Services apply to users, customers, and visitors of *Lebe Stark* and the website www.lebestark.ch.

2. General Provisions

2.1 All coaching services provided by *Lebe Stark* are carried out at Hafenstrasse 14, 8590 Romanshorn SWITZERLAND, or online via Zoom.

2.2 The offers made by *Lebe Stark* to the customer are non-binding. A binding contract is only concluded upon payment of the invoice.

2.3 Purchase agreements concluded by payment of the invoice are binding and subject to a 7-day right of withdrawal.

2.4 The use of *Lebe Stark*'s premises is subject to the applicable house rules.

2.5 Temporary restrictions or reductions in services due to weather conditions do not entitle the customer to a price reduction or refund.

2.6 *Lebe Stark* reserves the right to relocate the gym within the Romanshorn area and surroundings.

3. Conclusion of Contract

3.1 *Lebe Stark* issues a proforma invoice to the customer which includes a detailed description of the services. After the invoice is paid, the contract is considered concluded and subject to the contract terms.

3.2 The transferred invoice and all associated contractual conditions form part of the contract.

4. Services of Lebe Stark Personal Training

4.1 *Lebe Stark* offers personally supervised fitness and kettlebell training, as well as an online course academy (*Kettlebell Plus*).

4.2 *Lebe Stark* provides the customer with fitness management software or a mobile app.

5. Customer's Duties and Services

5.1 The customer is obligated to pay the agreed costs in advance or as agreed, within the specified time.

5.2 The customer must not misuse electronic communication tools, especially for sending unsolicited advertisements (spamming).

5.3 The customer performs the training plans at their own responsibility. *Lebe Stark* is not liable for unachieved goals due to misunderstandings or lack of communication with the trainer.

5.4 Appointments can be canceled free of charge up to 12 hours in advance via the app. For cancellations within this period, a medical certificate is required for a refund. Annual subscriptions (including *Kettlebell Transformation*) are not subject to this rule.

5.5 If the customer is unable to train for an extended period due to illness, injury, or accident, a medical certificate must be provided. Upon review of the certificate by Lebe Stark, the contract will be suspended for the duration prescribed by the doctor and will automatically resume thereafter. This contract suspension is granted as a voluntary gesture of goodwill by Lebe Stark and may be revoked by Lebe Stark at any time.

6. Payment

6.1 The invoice amount is to be transferred to the account specified on the invoice.

6.2 In case of payment default, agreed appointments cannot be attended.

6.3 In the event of a default on installment payments, the remaining amount becomes due immediately, and scheduled appointments cannot be attended.

7. Warranty

7.1 Both contractual parties are obligated not to violate third-party rights during the provision of services. Each party is liable for breaches of their due diligence obligations.

7.2 Force majeure, official measures, or technical failures release *Lebe Stark* from the obligation to perform for the duration of such events. The customer will be promptly informed of such events.

8. Liability and Defects

8.1 *Lebe Stark* is not liable for health damage, accidents, or illnesses of the customer.

8.2 The customer is obligated to fill out the health questionnaire truthfully.

8.3 If the customer withholds relevant health information, *Lebe Stark* is released from all liability.

8.4 *Lebe Stark* is not liable for unexpected weight changes or unachieved muscle growth, even if training plans are followed.

9. Data Protection, Data Security, and Confidentiality

9.1 *Lebe Stark* only discloses customer data to third parties as part of fulfilling the contract or legal obligations.

9.2 *Lebe Stark* ensures a minimum 128-bit SSL encryption for data transmission over the internet but points out that complete security cannot be guaranteed.

9.3 Both parties are obligated to confidentiality regarding all non-public information and documents related to this contract.

10. Contract Duration, Termination, Money-Back and Right of Withdrawal

10.1 Annual subscriptions (including *Kettlebell Transformation*) and 10-session passes are valid for 12 months from the purchase or starting date.

10.2 *Kettlebell Plus* can be canceled at the end of the month, but there is no right to a refund.

10.3 Contracts become binding upon payment of the invoice.

10.4 In case of contract withdrawal due to disagreements within 3 days, a processing fee of 300 CHF will be charged.

10.5 *Kettlebell Plus* subscriptions continue indefinitely if not cancelled in advance.

10.6 Lifetime purchases of courses include a 30-day money-back guarantee. Coaching offers are subject to individual circumstances, which must be discussed with Lebe Stark.

11. Subscription Pause

11.2 Annual subscriptions (*Kettlebell Transformation*) include a 30-day subscription pause, which can be used during the subscription period.

11.3 After the subscription pause has been used, the subscription can be extended for a fee of 100 CHF per month.

11.4 Subscription pauses cannot be taken after the contract period has ended.

12. Inability to Train

12.1 In case of proven inability to train for at least 12 months (accident/illness), the customer has the right to terminate the contract with a refund of the unused services.

12.2 *Lebe Stark* may alternatively seek a third party to take over the remaining term. *Lebe Stark* has 30 days to arrange this.

12.3 Fees for services and events already provided will not be refunded.

13. Other Provisions

13.1 The contract can be transferred to third parties, provided they accept the same conditions.

13.2 The customer cannot offset claims against *Lebe Stark* with their own demands.

13.3 If individual provisions of these AGB are invalid, the rest of the contract remains valid.

13.4 This contract is governed exclusively by Swiss law.

13.5 The court at the location of *Lebe Stark* has jurisdiction for disputes.

14. Changes to the General Terms and Conditions

14.1 These AGB may be changed at any time. The date of the last change will be indicated.
Version 3.0 - 1. January 2025.