

Terms and conditions - Instructors

Updated: 20 June 2018

These terms and conditions, as may be amended from time to time, apply to all our services directly or indirectly (through distributors) made available online, through any mobile device, by email or by telephone. By accessing, browsing and using our (mobile) website or any of our applications through whatever platform (hereafter collectively referred to as the "platform") and/or by completing a sale, you acknowledge and agree to have read, understood and agreed to the terms and conditions set out below (including the privacy statement).

These pages, the content and infrastructure of these pages, and the online sales and class management service provided on these pages and through the platform are owned, operated and provided by Classi B.V. and are provided for your personal, commercial use only, subject to the terms and conditions set out below.

0. Definitions

"Classi", "us", "we" or "our" means Classi B.V., a limited liability company incorporated under the laws of the Netherlands, and having its registered address at Kraneweg 13-3, 9718JC Groningen, the Netherlands.

"Platform" means the (mobile) website and app on which the Service is made available owned, controlled, managed, maintained and/or hosted by Classi.

"Service" means the online sales service (including the facilitation of payments) of various products and services as from time to time made available by Suppliers on the Platform.

“Top-up” means the service for a Supplier to clear his/her negative payment balance in case Supplier has due payments to Classi.

"Supplier" means the provider of digital punch cards and any other related product or service as from time to time available for sale on the Platform. Suppliers primarily use the Classi Instructor mobile app to provide these services, but may also use other instructor-related services made available by Classi.

“Purchase” means the purchase of a punch card supplied by Supplier. This includes purchases for which payment is deferred to a future date.

“Client” means the buyer and/or user of products and/or services provided by Classi and/or Supplier.

1. General Supplier terms

Upon using the Classi Platform, Supplier acknowledges to have read and agreed to the terms laid out in this document as well as the [Privacy Statement](#) and the [General Terms & Conditions](#) insofar the articles therein are or could be applicable to the Supplier. Supplier is aware of the Terms and Conditions Clients agree to and always acts with those terms in mind when dealing direct or indirectly with Clients or when offering products and/or services for sale to Clients on the Platform.

Supplier acknowledges to be aware of the EU privacy and data protection laws and declares to process Client data in accordance with those laws and with the greatest care and confidentiality. Supplier has a duty to report to Classi, within a reasonable period, any vulnerability and/or data leak meaning infringement of Client data security which may lead to negative consequences for privacy and/or data protection of the Client. Data leaks may include security breaches of Supplier’s personal computer or phone on which the Platform is used.

2. Scope of our Service, Return & Delivery and disputes

Through the Platform, we (Classi B.V. and its affiliate (distribution) partners) provide an online platform through which Suppliers can offer their products and service for sale, and through which Clients of the Platform can purchase those products and services as such (i.e. the sales service). By making a Purchase through Classi, the Client enters into a direct (legally binding) contractual relationship with the Supplier from which a product or service (as applicable) is purchased. Classi solely acts as an intermediary between the Client and the Supplier, transmitting the details of the Purchase to the relevant Supplier(s) and sending the Client a confirmation email for and on behalf of the Supplier.

When rendering our Service, the information that we disclose is based on the information provided to us by Suppliers. As such, the Suppliers are given access to a Supplier

environment through which they are fully responsible for updating all (tax) rates, availability and other information which is displayed on our Platform. Although we will use reasonable skill and care in performing our Service, we will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our Platform or otherwise), inaccurate, misleading or untrue information or non-delivery of information. Each Supplier remains responsible at all times for the accuracy, completeness and correctness of the (descriptive) information (including the rates and availability) displayed on our Platform. Our Platform does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification or (star) rating of any Supplier (or its facilities, venue, products or services) made available.

Supplier acknowledges Classi's role as intermediary and therefore acts as the responsible party with regards to return and delivery of products and/or services and with regards to disputes that may arise due any interaction between Supplier and Client. Consequently, Supplier is fully aware of the EU (online) shopping rules such as pricing, payment, VAT, return and delivery, and acts in accordance with those laws. Disputes due to any interaction between Client and Supplier, whether it involves a Purchase or any other form of interaction, are resolved between Client and Supplier. Classi cannot be held liable for any costs arising from such disputes and Supplier indemnifies Classi with regards to any contractual disputes between Supplier and Client.

3. Prices, taxes and payout

Supplier is solely responsible for setting prices and taxes of its products and services and does this in accordance with local tax and competition laws. Although we will use reasonable skill and care in performing our Service, Classi cannot be held liable for any errors (including price and tax calculations), any interruptions of financial services (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our Platform or otherwise), or any inaccurate, misleading or untrue information regarding prices and taxes displayed on its Platform. Each Supplier remains responsible at all times for the accuracy, completeness and correctness of the (descriptive) information (including tax rates and prices) displayed on our Platform. Consequently, Supplier indemnifies Classi for any tax disputes that arise with the local, national, EU, or international tax authorities.

Supplier agrees to pay a commission (which may include a small fixed fee and/or a small percentage of the product or service price (e.g. punch card price)) to Classi after the Client has purchased a service or product of the Supplier. Supplier agrees to the commission fees as laid out [here](#) and in the Classi Instructor mobile app. Classi reserves the right to increase or decrease these fees as it sees fit and will notify Suppliers upon doing so. Supplier is also responsible for checking these commission fees at a periodic interval.

When a purchase is paid by credit or debit card, it will be processed by Adyen B.V., which acts as an independent third party. Please visit <https://docs.adyen.com/legal/terms-conditions> to understand how Adyen handles your personal data as part of the payment process. Adyen B.V. is fully compliant with the Payment Card Industry (PCI) Data Security Standard. Classi B.V, also being an independent party between Client and Supplier, acts as the merchant of record and has a contractual relationship with the Supplier to process a Client's purchase payment as the Supplier's agent. Upon receipt of payment by Classi B.V., Client's obligation to the Supplier is extinguished. The Platform uses Adyen's third party payout system and Supplier agrees to be paid out not instantly but at periodic intervals which Supplier can set in its Instructor environment. Payouts are only processed when Supplier has a positive sales balance and Supplier agrees that a payout may be postponed to the next interval moment if at the interval time set by Supplier the balance is not positive, or if Supplier has provided no (, incorrect or fraudulent) payment details which makes it impossible for Classi to make the payout. Payouts are made to the bank account provided by Supplier and consist of the sales made during the interval period minus costs and fees charged by Adyen B.V. and minus the fees charged by Classi. Read more on Adyen fees here: <https://www.adyen.com/pricing>. Supplier bears the exchange rate risk in case sales in multiple currencies are made and payout is done in another currency than that of the provided bank account. Supplier forgoes the right to claim any interest on delayed payments, which are inherent to the third-party payout system. Any additional costs which the Supplier's bank may charge for payouts to Supplier are born by Supplier. Costs borne by Classi due to chargebacks made by Clients or refunds agreed to by Suppliers may be passed on to Supplier. When Supplier has a persistent negative balance during at least 3 subsequent payout intervals, or when the negative balance exceeds EUR150 (or the equivalent in other currencies), and thus is in debt to Classi, Classi reserves the right to lay claim on these funds plus any reimbursement for legal costs that may be made if necessary. Moreover, Classi reserves the right to claim reimbursement for forgone interest (EURIBOR + 2,5% per annum) and above trend (>2%) inflation. Supplier has the possibility to Top-up a negative balance only if the negative position exceeds EUR10. The same transaction fees apply as for Sales transactions related to the Service. Top-ups have a

maximum of an amount equal to the negative balance position plus the cost of transaction fees.

Although Adyen B.V. provides the payment service, Classi B.V. takes ultimate responsibility for the credit card or debit card payment and will take care of Customer Support in case of questions related to a purchase paid by credit card or debit card. Please contact support@classi-app.com with any questions about payments.

4. Company and bank details

Upon using the Platform's payment system (which includes giving the possibility to Clients to pay Supplier through using this system) Supplier acknowledges to have truthfully provided Classi with the right company and bank details in order for the Supplier to receive payouts. These details include the Supplier's country of residence, an online bank account number, the name of the holder of this number, the country of the bank, the Supplier's company name and address, a valid and official registration (or Chamber of Commerce) number, a valid VAT number and any other information Classi might ask Supplier to provide in the financial settings area on the Platform.

5. Disclaimer

In addition to the disclaimer laid out in the [General Terms & Conditions](#), Classi can reasonably expect the Supplier, being an entrepreneur, to be informed about any laws related to his/her business and to act with those in mind when using the Platform and interacting with Clients through the Platform.