



GENERAL TERMS AND CONDITIONS (GTC)

1. SCOPE

These General Terms and Conditions apply to all services provided by Zenctuary GmbH ("Zenctuary"), in particular:

- Drop-in bookings and single visits
- Multi-visit passes
- Private sessions (1:1 Sessions)
- Memberships
- Workshops and retreats
- Fire & Ice / Free Flow as well as events and other offerings.

For the purposes of these Terms and Conditions, consumers are natural persons who enter into legal transactions predominantly for purposes that cannot be attributed to their commercial or self-employed professional activity.

2. CONCLUSION OF CONTRACT

Bookings and purchases are made via the online booking system used by Zenctuary or on site at the studio. A binding contract for the selected service is concluded upon completion of the respective booking or purchase process. For memberships, the conditions displayed at the time of conclusion of the contract regarding price, included scope of services, term and billing apply.

3. PRICES, DROP-INS AND MULTI-VISIT PASSES

Zenctuary services are offered as single visits (drop-ins), via multi-visit passes, memberships or as separately bookable services. The prices displayed in the booking system or on the website at the time the contract is concluded apply. Multi-visit passes entitle the holder to the number of visits stated at the time of purchase within the respective validity period. They are personal and generally non-transferable. Cash payment for unused visits is excluded. Zenctuary reserves the right to change prices for future bookings and purchases. Multi-visit passes already purchased and contracts already concluded retain the scope of services agreed at the time of conclusion of the contract.

4. VALIDITY OF MULTI-VISIT PASSES AND VISIT

Unless otherwise stated at the time of purchase, multi-visit passes are valid for 6 months from the date of purchase. Visits not used within the validity period expire after that period. An extension may be granted for good cause, in particular in the case of a prolonged illness; Zenctuary may request suitable proof. Visits included in memberships are governed by Section 7.

5. CANCELLATIONS AND NO-SHOWS

- **Group classes and Free Flow:** May be cancelled free of charge up to 24 hours before the start. In the event of a later cancellation or no-show, the booked visit is considered used; for a drop-in, there is no entitlement to a refund.
- **Private sessions (1:1 Sessions):** May be cancelled free of charge up to 24 hours before the appointment. After that, there is no entitlement to a refund or restoration of the visit used.
- **Workshops, retreats and special events:** May be cancelled free of charge up to 24 hours before the start unless different cancellation conditions are stated for the respective event. After that, there is generally no entitlement to a refund. Zenctuary may allow a refund or rebooking if the vacated place can be reassigned.

6. CANCELLATIONS BY ZENCTUARY AND MINIMUM PARTICIPATION

Zenctuary is entitled to cancel classes or other offerings, in particular if a required minimum number of participants is not reached or if the offering cannot take place for organisational, staffing or other important reasons. For regular group classes, a cancellation due to failure to reach the minimum number of 3 participants may be made no later than 3 hours before the start of the class. If a service is cancelled by Zenctuary, any visit used for it will be credited back to the customer account, multi-visit pass or membership. For individually paid services, the amount already paid will be refunded. Further claims are excluded unless Zenctuary caused the cancellation intentionally or through gross negligence and provided that no mandatory statutory claims apply.



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7. MEMBERSHIPS

Zenctuary offers various memberships. The current price and scope of services are determined by the membership model selected at the time the contract is concluded. The current range may include in particular: Flow – 5 visits per membership month, Zen – 12 visits per membership month plus additional membership benefits and Inner Circle – unlimited visits within the applicable terms of use. Included visits may be used for Classes and/or Fire & Ice Free Flow in accordance with the conditions displayed at the time the contract is concluded.

- **Term and cancellation:** Unless otherwise stated when the contract is concluded, the minimum term of a membership is one month. Thereafter, the membership continues for an indefinite period and may be cancelled subject to the legally permissible cancellation period stated at the time the contract is concluded. Cancellation may in particular be submitted via the online cancellation function provided on the website.
- **Monthly visits:** The visits included in a membership are made available at the beginning of each membership billing period. Unused visits expire at the end of the respective membership month and are not carried over unless otherwise agreed. The same applies to unused Guest Passes.
- **Membership benefits:** Additional benefits, such as Guest Passes, Member Events or discounts at the Zen Bar, are determined by the service description valid at the time the contract is concluded. Unused benefits or Guest Passes do not give rise to any entitlement to cash payment or other compensation.
- **Payment default:** Zenctuary may temporarily suspend use of the membership and further bookings until outstanding amounts have been paid in full. Statutory rights to terminate for cause in the event of substantial payment arrears remain unaffected.

8. FIRE & ICE / FREE FLOW

Use of Fire & Ice offerings, in particular sauna, ice bath, infrared, red light and comparable applications, is at the user's own responsibility. Persons with cardiovascular conditions, during pregnancy or with other health limitations should seek medical advice before use. Posted rules of use and safety instructions as well as instructions given by staff must be followed. If health complaints, discomfort, dizziness or pain occur, the application must be stopped immediately and staff must be informed. Zenctuary may exclude persons from an application if there are specific indications that use could pose a danger to that person or to others.

9. PARTICIPATION AND LIABILITY

Participation in Zenctuary's offerings takes place within the limits of the participant's own health capabilities and at their own responsibility. Zenctuary has unlimited liability for damage caused intentionally or through gross negligence, as well as for damage resulting from injury to life, body or health. In the event of a slightly negligent breach of material contractual obligations, Zenctuary is liable only for the typical, foreseeable damage. Material contractual obligations are obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance customers may regularly rely. The above limitations of liability also apply in favour of Zenctuary's legal representatives and agents. Zenctuary is liable for items brought onto the premises only in accordance with the statutory provisions.

10. RIGHT OF WITHDRAWAL FOR ONLINE CONTRACTS

Consumers generally have a statutory 14-day right of withdrawal for distance contracts, unless the law provides for an exception.

- **Services booked for a specific date:** For services connected with leisure activities that are booked for a specific date or period, there may be no statutory right of withdrawal pursuant to Section 312g (2) No. 9 of the German Civil Code (BGB). This applies in particular to scheduled classes, workshops, retreats, Fire & Ice / Free Flow appointments and events. The respective cancellation conditions apply to these bookings.
- **Multi-visit passes and memberships:** Online purchases of multi-visit passes and online memberships are generally subject to the statutory right of withdrawal unless a statutory exception applies. If the customer expressly requests that Zenctuary begin performing the service during the withdrawal period, the statutory provisions concerning possible compensation for value provided and the expiry of the right of withdrawal apply. The separate withdrawal information provided when the contract is concluded remains authoritative.



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11. AMENDMENTS TO THESE TERMS AND CONDITIONS

Zenctuary may amend these Terms and Conditions at any time for future contracts. Amendments to existing contractual relationships apply only insofar as this is legally permissible or the contracting parties validly agree to the amendment. If amendments become necessary due to mandatory legal requirements or comparable compelling circumstances, Zenctuary will inform affected members in an appropriate manner.

12. JURISDICTION AND APPLICABLE LAW

The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods. Mandatory consumer protection provisions of the country in which a consumer has their habitual residence remain unaffected. The statutory place of jurisdiction applies to consumers.

13. FINAL PROVISIONS

If individual provisions of these Terms and Conditions are or become wholly or partly invalid, the validity of the remaining provisions remains unaffected. The statutory provisions apply in place of invalid provisions.