

TERMS AND CONDITIONS OF USE

Last changed: October 17, 2021

Welcome to Gymspaces!

This platform/service belongs to Gym Spaces (also referred as “Gymspaces”), with a registered office at Zeezicht 71, 1111TK, Diemen, the Netherlands. Gymspaces can be reached through email (info@gymspaces.nl) and/or by telephone (+316 2203 3383) and is registered with the Chamber of Commerce under number 77080009.

Section 1. GENERAL TERMS

1.1 Acceptance of the Terms and Conditions of use

1.1.1 The knowledge and comprehension of these terms and conditions of use (hereinafter "Terms of Use") by those who use this platform is very important so please take time to read them carefully, before you start using the service. By using this service, the user explicitly agrees to comply with the following Terms of Use, which implies an unreserved acceptance of these Terms of Use and Privacy Policy.

1.1.2 Gymspaces may decide, at any time, to suspend the use of the service for users if they do not comply with these terms and conditions set out here.

1.1.3 These Terms of Use shall be effective until the user and/or Gymspaces terminate the Terms of Use in accordance with this provision.

1.2 Definitions

1.2.1 Some of the expressions we use through this Terms of Use documents will have the following meaning:

- *Platform or website (used without distinguish in this document):* The Gymspaces website and all related social media channels.
- *Services:* space renting as made disposable by the sport facilities.
- *Users:* everyone that uses the service and/or who registers through the website.
- *Sport Facility, facility or host (used without distinction in this document):* a facility that is intended to house or provide a site for sport related activities which include any type of sport facility from gyms to yoga studios, private school gymnasium, indoor and outdoor spaces etc. as offered by the owners of these sport facilities.
- *Space or listing (used without distinction in this document):* part of a sport facility offered by a sport facility that is listed for rent on the platform.
- *Fitness professionals (fitpros) or renter (used without distinction in this document):* individuals that rent a space listed on the platform for the purpose of training clients and/or working out and includes, but is not limited to, fitness trainers, instructors, teachers, coaches etc.
- *Consumers:* individuals that rent a space listed on the platform for the purpose of training/working out or fur fun, alone or with friends, without the purpose of doing business. Clauses refereed to users and renters apply to consumers where applicable.
- *Facilitator:* Gymspaces
- *Gym Sharing:* facilities that allow the sharing of rented spaces between several renters.

- *Structured-renting memberships or contract/membership(used without distinction in this document):* rental periods of multiple hours per week or rental periods of 1 or more months.

1.2.2 Additional terms may be defined in specific sections of this document.

Section 2. SERVICES OFFERED THROUGH THE PLATFORM

2.1 General provisions

2.1.1 Gymspaces is an online platform designed for people who have a Sport Facility and people who want to use these facilities in order to coordinate the rent of available spaces, facilitate the relationship between users and help create a community dedicated to sports and training. Gymspaces does not operate as a sport facility itself but only helps users, contact with each other, establish and manage the facility renting relationship.

2.1.2 The services offered on the platform are not sold directly by Gymspaces. The website, owned by Gymspaces, is designed for the promotion and sale of services to private and non-private customers (B2C), that include, the renting out of sport facility spaces.

2.1.2 Gymspaces implements a freemium model, which means that some services are offered for free, and others are paid features. All payments required to sport facilities or renters will be displayed on the platform before they accept any service or make any booking. By accepting the service sport facilities/renters agree to the payments as described, without limitation.

2.2 Terms applicable to users

2.2.1 *Services for renters:* in order for users to rent or otherwise reserve a space in a sports facility as listed on Gymspaces, the user must register by creating an account.

2.2.2 *Services offered by/ for consumers:* by registering for the service, providing all the data as required, can rent spaces in sport facilities, as listed on the website and otherwise available through email, and use them along with their friends/colleagues.

2.2.3 *Services offered by/ for fitness professionals:* by registering for the service, providing all the data as required, fitness professionals can rent spaces in sport facilities, as listed on the website and otherwise available through email, and use them along with their customers/clients.

2.2.4 *Services offered by sport facilities:* by registering, providing all the data as required, owners/persons responsible for the sport facilities, can list the facility on the Gymspaces website and offer for rent or otherwise make available the facility for customers that can rent it. Part of this service is “Long-term lease”, where we help facilities find a renter for a longer period of time (3, 6, 12, or more months). Gymspaces will help the Sport Facilities by providing a simple leasing contract in the form of a fillable contract template, which can be modified and updated any time by the parties, without any responsibility, liability or active involvement by Gymspaces. In some cases, Sport facilities with enough room to host multiple renters with their client(s) at the same time, can offer renters the possibility to share the space.

2.3 Service fees

2.3.1 For the provided service, Gymspaces will charge a fee as follows.

- 20% commission on the total price for hourly rentals that are not considered a membership

- ½ commission on the total price of any membership, gym sharing total rent value, etc.

Section 3. USE OF THE PLATFORM

3.1. Registration and use of the platform

3.1.1 By registering, the user declares and guarantees that all information on personal data provided is updated, complete, accurate and truthful and is obliged to promptly communicate any changes regarding such personal data. The user also declares to be the only responsible for all uses of the account and for any actions that take place through his account.

3.1.2 Anytime Gymspaces has a well-founded concern that the registration data is false and / or that the platform is being used in an illicit way, against the provisions of the terms of use and / or the law, the platform reserves the right to suspend or remove the User's account, without paying any compensation or refund.

3.1.3 The user agrees to not disclose information about his account or make it accessible to third parties, and that will use the services provided by the platform only for his exclusive benefit.

3.1.4 Services offered through the platform are intended solely for users who are 18 years of age or older. Any registration by, use of or access to the platform by anyone under 18 is unauthorized and in violation of these Terms of Use. By using the platform, the user represents and warrants to be 18 years of age or older.

3.1.5 Users without an account may be able to see the facilities, spaces, prices, etc. However, in order to make a booking on the platform an account is required.

3.1.6 By registering on the platform users acknowledge and agree to provide all the data requested such as name, email address, password, phone number etc. Other data that may be required include brand name, address, policies etc. Users authorize Gymspaces to collect, store and process such data. Personal data is subject to processing as specified in the Privacy Policy ([link](#)).

Section 4. PAYMENTS AND FEES

5.1 Payment terms of service

4.1.1 Entering the service, users understand that payments for space rentals are not processed by Gymspaces. Thereto users will agree between each other the terms and conditions for the realization of the payments for each space booked.

Payment through Stripe

The platform processes payments through Stripe, a third-party service dedicated to online payment processing for internet businesses. The payment service may contain links to Stripe, a third-party website or other resources. Such Third-Party Services are subject to different terms of service and privacy policies (available on Stripe website, <https://stripe.com/en-gb-nl>), and users should review them since access to or use of certain Payment Services may be subject to, or require users to accept,

additional terms and conditions. By accepting the service users allow Gymspaces to charge their payment method for all fees due (including any applicable taxes) in connection with their account.

Gymspaces will collect the fees due and applicable at the time of the booking request and once the payment for the requested booking is successfully completed, the user will receive a confirmation email, with the information about the booking made. If Gymspaces is unable to collect any amounts owed by the user under these Terms, Gymspaces may engage in collection efforts to recover such amounts.

Users will dedicate maximum effort in protecting the account. Users acknowledge and agree that anyone the user authorizes to use the account or has his account login data may use the payment services on users behalf and that the user will be responsible for any payments made by such person.

In order to verify a user's identity Gymspaces or Stripe may require and collect different types of information. The users authorize both Gymspaces and Stripe, directly or through third parties, to make any necessary inquiry to verify the user's identity. Information users may be asked to provide may include billing information and address, name, surname, government identification, ID, financial instrument information, credit or debit card information, name on the account, account type and number, payout currency etc. Depending on the payout method, selected additional information may be required. Users authorize Gymspaces to collect and store their payment method information, billing information and financial instrument information. Gymspaces may also share your information with governmental authorities as required by applicable law. Gymspaces cannot be held responsible for any loss suffered by the user because of incorrect payment method information provided by the latter.

Stripe may charge users additional fees when processing payments and Gymspaces is not responsible for any such fees and disclaims all liability in this regard. User's payment method may also be subject to additional terms of use. Please review them before using any payment method.

In the event of cancellation of a confirmed booking, Gymspaces will remit the amount due (if any) to the user as provided in section 9 about the applicable cancellation policy.

If a user chooses to use the payment services, does so voluntarily and at its sole risk. The payment services are provided "as is", without warranty of any kind, either express or implied. Therefore users agree to release, defend, indemnify, and hold Gymspaces harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with the breach of these Terms, improper use of the payment services, failure to accurately report, collect or remit taxes or breach of any laws, regulations, or third-party rights.

4.1.2 Renters agree that the rental price has to be paid to the designated sport facility prior to the using the space. Sport facilities and users also accept that the platform may not list their services and process their requests if the fees applied by the platform haven't been paid.

4.2 Gymspaces fees

4.2.1 Sport facilities acknowledge and accept that the use of the Gymspaces service may be subject to a one time subscription fee of €30,00.

4.2.2. Users acknowledge and accept that the use of the Gymspaces service may be subject to a variable facilitator fee. This facilitator fee will be due if any of the Gymspaces team members will be involved in finding a suitable space for the user.

4.2.3 Gymspaces will charge facilities 1/6 of the total rent to be received by them. In the case of any non-hourly rentals.

4.2.4 Some sport facilities may offer structured-renting memberships, which give renters the possibility to rent a space for a fixed amount of time each week for several months. In these cases, Gymspaces will charge the facility a commission of ⅓ over the total value of the contract (renting membership fee). In any circumstance, renting plans should be posted on the platform and payments should be processed through Gymspaces as well.

4.2.5 Even if for the services offered by sport facilities, there is a fee, some kind of renting may be offered to fit pros without payments, in exchange of services such as training lessons. In these cases, users acknowledge and agree that Gymspaces will estimate the value of the contract if no monetary value is agreed upon, on which Gymspaces fees will be calculated, from time to time.

4.3 Security deposit

4.3.1 Some Sport Facilities may require a security deposit for membership rentals. This amount may vary as it is decided by sport facilities, and is held by Gymspaces on behalf of the sport facilities. This amount will be handed to the sport facility upon its requests of reimbursement (“reimbursement request”) for damages caused by the renters or their clients. In any case sport facilities are required to place the reimbursement request within 14 days from the termination of the lease period or the day the damages is caused by notifying Gymspaces. Sport Facilities are required to attach to the reimbursement request prove of the damage caused, explaining the damage occurred, providing documentation of it eg. photos, videos etc., and the person responsible. Gymspaces will notify the renter about the request proving all the information sent to Gymspaces by the Sport Facility. If no reimbursement request arrives to Gymspaces within 14 days the security deposit will be released to the renter.

4.4 Service modification

4.4.1 If the renter requires a change in the lease period (this is possible only for renters that want to increase the lease period ex. from 10 weekly hours to 20 etc.) the modification should be processed through the platform where renters and sport facilities are obliged to pay the service fee according to the increase of the lease period. If renters/sport facilities increase the lease period without involving Gymspaces that agree to pay a fine of 1.000 euro each, to the platform.

Section 5. FACILITY RENTING AND USE

5.1 Terms for renters

5.1.1 Subject to meeting any requirements set by Gymspaces and/or the sport facility, you can book a space available on the Gymspaces Platform by following the respective rental process. All applicable fees, including the facilitator fee, any applicable taxes and rental price (collectively, “total fees”) will be presented to you prior to renting a space. You agree to pay the total fees for any rental requested in connection with your rental request.

5.1.2 You are not allowed to book on behalf of another renter. You are required to ensure that every additional guest meets any requirements set by the sport facility, and is made aware of and agrees to these Terms and any terms and conditions, rules and restrictions set by the sport facility. If one of your guests is a minor, you represent and warrant that you are legally authorized to act on behalf of the minor.

5.1.3 You understand that a confirmed rental of a space is a limited license granted to you by the sport facility to enter, occupy and use the space for the duration of your stay, during which time the sport facility (only where and to the extent permitted by applicable law) retains the right to re-enter the space, in accordance with your agreement with the sport facility.

5.1.4 Fitpros who rent a Sport facility are obligated to use these spaces in a professional, courteous and workmanlike manner. These users will be the sole responsible towards the sport facility and its clients for any damage caused. Prior to the use of the facility, every sport facility has the obligation to inform the Fitpros about the specific rules, regulations and procedures applied by each facility. Fitpros will receive sport facility-specific rules through email. Fitpros and their guests/clients will be the sole responsible, and will keep Gymspaces harmless, from any steal, damage or alteration that occur during or after the use of the facility or its equipment. Gymspaces is not responsible for any damage or theft or injury happening to the Fitpros or their clients/guests.

5.1.5 Everyone that rents a space is responsible for leaving the space in the condition that it was provided. If any issue arises between sport facilities and customers/personal trainers will be settled outside the platform, applying the terms specified in the sport facility internal regulations.

5.1.6 Renters may be provided with entry keys, cards, QR codes or other access codes from the Sport Facility, which the Host allows the renter/Fitpros to use, but that remains Host property at all times. Fitpros shall not make any copies of them or allow anyone else to use them without the Host's consent. Any loss of keys or entry cards must be reported to the Host immediately, and Fitpros must pay the cost of replacement keys or cards and or changing locks, if required by the Host. Fitpros shall not place any additional locks or bolts of any kind upon any of the doors or windows of the Space or Sport Facility nor make any changes to existing locks or the mechanisms thereof.

5.1.7 Renters agree that they will not, directly or indirectly, individually or through others contact or try to convert clients of other renters utilizing information available on Gymspaces. In cases, such occurrence is proved the renter will be obliged to pay a fine of 1000 euro to the platform and 1000 euro to the other renter. The fine will not apply in case of agreement between the renters regarding the acquisition of the client of a renter by another renter who uses Gymspaces to rent a Sport Facility.

5.1.8 Renters cannot, privately, contact sport facilities listed in the platform, (which renters have discovered through the platform), in order to make a booking, not utilizing the platform but using information found in it. In cases such an event occurs, renters and sport facilities shall each, on the first demand of Gymspaces, pay a penalty of €500,00.

5.1.9 Renters and their clients are allowed to record videos and take pictures during the time they rent a facility, and also to distribute these free of charges or claims on social media platforms.

5.2 Terms for sport facilities

5.2.1 When creating a listing through the Gymspaces Platform you must (i) provide complete and accurate information about your space (such as a description, pictures, location, and availability), (ii) disclose any deficiencies, restrictions and requirements and (iii) provide any other pertinent

information requested by Gymspaces. You are responsible for keeping your listing information up-to-date at all times. Furthermore, it is allowed to rent out one space to multiple renters at the same time (if the space allows the renters to work without hindrance of the other people present).

5.2.2 You are solely responsible for setting the price (including any taxes if applicable, or charges such as cleaning fees) and rules for your spaces. Once a renter requests a rental of your space, you may not request that the renter pays a higher price than in the listing.

5.2.3 Any terms and conditions included in your listing, in particular in relation to cancellations, must not conflict with these Terms or the relevant cancellation policy for your listing.

5.2.4 When you accept or have pre-approved a rental/request by a renter, you are entering into a legally binding agreement with the renter and are required to provide your space(s) to the renter as described in your listing when the rental request is made. You also agree to pay the applicable facilitator fee and any applicable taxes.

5.2.5 Sport facilities are required to provide the renters with the terms and conditions of use of the sport facilities directly in the platform listing specially if there are any special conditions as eg. regarding liability, payments, rules of conducts, cancellation policies etc. that fitpros should know and evaluate in advance.

5.2.6 Sport facility owners and other users, if applicable, are obliged to declare and pay all applicable and due taxes connected to their business activity. Therefore, they agree to release, defend, indemnify, and hold Gymspaces harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising with regard to the previous.

Section 6. LIMITATION OF LIABILITY

6.1 Content on the platform

6.1.1 Gymspaces is committed to ensure correct and up-to-date information. However, Gymspaces cannot be held responsible for the accuracy or completeness of the content published on the platform, and will not be held responsible for the correctness, accuracy and truthfulness of the information provided by users.

6.1.2 Gymspaces will not be held responsible for the utilization users make of the platform, neither will it be held responsible for any discrepancies and / or inaccuracies in the information provided by the sports facilities / Fitpros.

6.1.3 When creating or using the platform users may be asked to or may voluntarily provide information about the services they offer, a space, comments, or other information including text, images, or videos. Renters and sport facilities assume full responsibility for the accuracy and truthfulness of the data communicated through the platform, and will be held fully responsible for the ownership of the data published in the platform, assuming all responsibility regarding the content, with express exemption of the platform from any liability and obligation to verify and/or control the data provided. Gymspaces, therefore, cannot be held responsible for the data provided by renters and sport facilities (included but not limited to: photographs, logos, trademarks, images, texts, videos, audio files, documents, graphics, diagrams, projects, etc.), which declare do not violate any copyright, trademark, patent or third party right deriving from law, agreement or custom. Renters and sport

facilities also agree to indemnify, defend and hold Gymspaces harmless for any damages or losses based on third-party claims that content violates proprietary or privacy rights.

6.1.4 Users grant Gymspaces a fully-paid, worldwide, non-exclusive, perpetual license to use, copy, transmit, distribute, modify, publicly display, and sublicense any content they provide to the platform.

6.1.5 Users may never post any content that is defamatory, obscene, profane, or pornographic, is abusive, harassing, or disrespectful to other users, violates applicable Laws, including those prohibiting discrimination, false advertising, privacy, or unlawful marketing, is intended to deceive or mislead, is false or inaccurate, contains marketing or promotional content unrelated to the services offered or includes sensitive personal information. Users will not knowingly or negligently provide any content that contains viruses, Trojan horses, and other harmful content. While Gymspaces attempts to identify any kind of harmful content, we are not liable for and disclaim all responsibility for ensuring that content is free from such content.

6.2 Use of the platform

6.2.1 As the provider of the Gymspaces Platform, Gymspaces does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Spaces. Sport facilities alone are responsible for their Spaces. When Users make or accept a rental request, they are entering into a legally binding agreement directly with each other. Gymspaces is not and does not become a party to or other participant in any contractual relationship between users, nor is Gymspaces a real estate broker or insurer. Gymspaces is not acting as an agent in any capacity for any user. Gymspaces being only a marketplace that connects users and hence, is not responsible in any way for what happens to the users during the rental period or the classes.

6.2.2 If you choose to use the Gymspaces Platform as a sport facility, your relationship with Gymspaces is limited to being an independent, third-party contractor, and not an employee, agent, joint venture or partner of Gymspaces for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of Gymspaces. Gymspaces does not, and shall not be deemed to, direct or control you generally or in your performance under these Terms specifically, including in connection with your provision of the spaces. You acknowledge that you have complete discretion whether to list spaces or otherwise engage in other business or employment activities.

6.2.3 Gymspaces acts as a mere intermediary and cannot guarantee that users will fulfil their obligations. Any discrepancy that may arise between the reservations made and the actual realization of the service is attributable exclusively to the users.

6.2.4 Users declare and guarantee to keep harmless Gymspaces as well as the subjects connected to it or controlled by it, its representatives, employees, collaborators, as well as its partners from any compensation obligation, including legal fees, which may arise in relation to the use of the website and / or the use of the services promoted on the website.

6.2.5 Gymspaces declines all responsibility for any user claims relating to the impossibility of using the services of the website for any reason.

6.2.6 Gymspaces reserves the right to disconnect its services (or any part thereof) temporarily or permanently at any time. The user acknowledges that Gymspaces cannot, in any way, be held responsible towards the user himself or towards third parties for the suspension or interruption of his services.

6.2.7 Gymspaces will not be liable for damages of any kind resulting from the use of this platform, including direct, indirect, incidental, punitive and consequential damages.

6.2.8 Users acknowledge that the services rendered under these terms and conditions of use shall be solely as an independent contractor. Users shall not enter into any contract or commitment on behalf of others. The parties further acknowledge that they are not considered an affiliate or subsidiary of the other party, and it is expressly understood that this partnership is not a joint venture, they have no authority, explicit or implicit, to commit, oblige, or represent the other party and make representations on its behalf. Nothing herein is intended nor shall be construed for any purpose as creating the relation of employer and employee or agent and principal between the parties, and will not entitle them to any employment right or benefit.

6.3 Insurance

7.3.1 Renters acknowledge that Gymspaces highly recommends them to have an insurance policy for the service they will offer to their clients, as Gymspaces will not be held responsible for any kind of damage caused to clients of the renter or the sport facility by anyone. Sport facilities and Gymspaces will not be held responsible for any kind of injury or damage caused to clients of the renter, who are urged to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. Renters will inform and advise their clients of the activities they will perform, and the latter agree that by participating in physical exercise or training activities, do so entirely at their own risk. Any recommendation for changes in diet including the use of food supplements, weight reduction and/or body building enhancement products are entirely their responsibility and clients of the renter should consult a physician prior to undergoing any dietary or food supplement changes if they consider so. Renters will make sure that clients are voluntarily participating in any activity and use of these sport facilities and premises and assume all risks of injury, illness, death or any loss of your personal property, holding sport facilities and Gymspaces harmless, indemnify and defend them against any and all claims, liabilities, damages, liens and expenses (including, without limitation, reasonable attorney's fees) arising directly or indirectly from any such occurrences, being Gymspaces only a marketplace that connects users and not responsible in any way for what happens to the users during the rental period or the classes. If an event occurs which includes financial loss, users will be in each case responsible for keeping Gymspaces harmless. So, renters expressly agree to release and discharge Gymspaces from any and all claims or causes of action and agree to voluntarily give up or waive any right that may otherwise have to bring a legal action against the platform for personal injury or property damage.

Section 9. CANCELLATION POLICY

9.1 Account cancellation terms

9.1.1 Users have the possibility to unsubscribe from the platform simply by sending an email to support@gymspaces.nl, clearly expressing the will to unsubscribe from the platform.

9.1.2 Once the subscription to the platform is canceled, the user will lose any right connected to his account.

9.2 Service cancellation and refund

9.2.1 Users agree to respect the reservation made through this service. In order to maintain the quality of the service offered, any cancellation of hourly rentals must be made up to 24 hours before the rental

period starts in order to avoid the application of fines. In this case the renter will be entitled to a full refund. For structured-renting memberships (memberships), renters will not be eligible for a refund if they cancel their membership before due date, unless otherwise determined by specific sport facility cancellation policies made available to the renters by the sport facilities, or unless the membership is cancelled due to Sport Facility space unavailability.

9.2.2 Gymspaces' fees charged for the provision of intermediary services through the platform are not refundable as the service provided through the platform is considered fully executed. Cancellations are made by contacting the sport facility of which one has rented a space, or by contacting Gymspaces. Additionally, the parties involved should contact Gymspaces that a rental has been cancelled. Frequent cancellation may be paired with a suspension of the service. If the personal trainer cancels less than 24 hours in advance, no refund will be provided.

9.2.3 Sport Facility can cancel an hourly rental without a penalty up to 24 hours in advance. Otherwise, a penalty of €50 is applied. Fees paid to Gymspaces are not refundable. Sport Facilities will be able to cancel a service any time due to force majeure i.e. safety concerns, natural disasters, extenuating circumstances etc. Regarding structured-renting memberships, if sport facilities cancel a membership prior to its terminations, they will be obliged to pay the pertaining renter a penalty of 1500 euro.

9.2.4 Renters can cancel an hourly rental without a penalty up to 24 hours in advance. Otherwise, a penalty equal to the renting price is applied. Fees paid to Gymspaces are not refundable. Renters will be able to cancel a service any time due to force majeure i.e. safety concerns, natural disasters, extenuating circumstances etc. Regarding structured-renting memberships, this Agreement may not be terminated prior to the end of the Commitment Term, and any such termination shall constitute a breach of this Agreement. To terminate your Structured Renting Membership at the end of the Commitment Term, you must provide us at least five (5) days' notice prior to the last day of your Commitment Term. Otherwise, unless otherwise agreed upon, your Gymspaces Structured Renting Membership shall continue on a month-to-month basis until terminated in accordance with this Agreement. To terminate your Gymspaces Structured Renting Membership during any month-to-month term, you must provide us with at least five (5) days' written notice prior to the last day of a calendar month. You will remain liable for past due amounts, and we may exercise our rights to collect due payment, despite termination or expiration of your Gymspaces Structured Renting Membership.

Section 10. ADDITIONAL LEGAL TERMS

10.1 Terms and conditions modification

10.1.1 Gymspaces reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the Gymspaces Platform and update the "Last Updated" date at the top of these Terms. We will also provide you with notice of the modifications by email at least thirty (30) days before the date they become effective. If you disagree with the revised Terms, you may terminate this agreement with immediate effect. We will inform you about your right to terminate the agreement in the notification email. If you do not terminate your agreement before the date the revised Terms become effective, your continued access to or use of the Gymspaces Platform will constitute acceptance of the revised Terms.

10.2 Applicable law and jurisdiction

10.2.1 Law of the Netherlands governs the relationship between service provider and the users or any third party, and for any controversy relating to the services offered in this platform by Gymspaces, the Amsterdam court will have exclusive jurisdiction.

Contact us

Gymspaces welcomes comments, questions, concerns or suggestions. You can contact us at info@gymspaces.nl.