

TERMS AND CONDITIONS UNSCARED V.O.F.

Art. 1 Applicability

These conditions apply to all members of UnScared V.O.F. At registration members receive a copy of the terms and condition. They are assumed to have read and understood the terms and conditions before signing their contract. By signing members agree to be bound by these terms and conditions.

Art. 2 Membership

Membership is defined as a contract of indefinite duration whereby the member is entitled to participate in the number of classes associated with their specific membership.

Art. 3a Membership costs

Each member pays membership fees relevant to their type of membership. Membership fees must be paid in advance and will be collected automatically through monthly installments around the start of each month. Membership fees are subject to periodic increases.

Art. 3b Membership costs: failed payments

When an automatic debit bounces or an invoice remains unpaid, UnScared members will receive an automated e-mail the same month with a payment link reminder and a follow-up e-mail, if needed. If a member is unable or refuses to pay the membership fees for three months or more after the invoiced amount, UnScared is allowed to deactivate a subscription for an indefinite amount of time until the payment is completed.

Art. 4 Duration and termination of membership

Memberships are taken out for an indefinite period and automatically renewed for a period of one month at the rates prevailing at the time of renewal. If a member wishes to cancel their membership, he/she should send a cancellation email to info@unscaredcrossfit.com at least one full calendar month before the start of the month of cancellation. Memberships can only be cancelled after the first three full calendar months of membership at UnScared.

Art. 5 Interim changes in membership during the membership period

Members can switch memberships at any time. Memberships can be changed through the software supplied by UnScared to its members. It is impossible to upgrade, downgrade, cancel or pause a membership during a month that already started; any changes in membership type will only take effect and be implemented at the start of the succeeding month.

Art. 6 Pausing memberships

Memberships can be paused at any time during active membership. However, the minimum duration of a membership pause is a full calendar month. Membership pauses can only start on the 1st of the succeeding month and will have to be communicated by e-mail at least one full calendar month before the start of the first month of membership pause. A membership can not be paused indefinitely and members have to submit a starting date for when their membership will be set to active again. If there is no communication about a pending start date less than one full calendar month before the membership becomes active again, the member will automatically be invoiced on the 1st of the starting month without the possibility of refunding.

Art. 7 Lessons

UnScared CrossFit V.O.F. reserves the right to postpone or cancel scheduled classes without any refund or compensation in connection with public holidays, vacation time, due to a lack of signed in athletes, the illness of a coach, force majeure events, unforeseeable circumstances, or any other event beyond the reasonable control of UnScared CrossFit V.O.F.

Art. 8 Behaviour of members

Members should not abuse the materials or facilities of UnScared V.O.F. Members are liable to pay for any negligent or deliberate damage to property. Unacceptable, rude or aggressive behavior may lead to termination of membership. Coaches are responsible for the class and therefore have full authority and final say.

Art. 9 Liability

Members use any materials and facilities at UnScared V.O.F. at their own risk. UnScared V.O.F. or any of their coaches does not accept responsibility for the harm, injury or death of any member while participating in classes or while using any of their materials or facilities. Members indemnify UnScared V.O.F. for liability to a third party unconnected with their provision of services.

Art. 10 Photographic material

Members give UnScared V.O.F. permission to use photographic images and other types of recordings of groups and/or individuals, subject to appeal, for editorial publication or promotional purposes. From May 2018 onward, new members will have to opt-in before UnScared is allowed to use any photographic material of individual members for promotional purposes.

Art. 11 Video material

Members give UnScared V.O.F. permission to use video images and other types of recordings of groups and/or individuals, subject to appeal, for editorial publication or promotional purposes. From May 2018 onward, new members will have to opt-in before UnScared is allowed to use any video material of individual members for promotional purposes. The cameras in the facility that have been placed there for security reasons will only store video footage for up to 72 hours. The footage can and may only be used in the events of criminal activity and might be stored longer than the aforementioned 24 hours in the events of (suspected) criminal activity.

Art. 12 Privacy and data storage

Personal data will be used exclusively for internal purposes and to optimize member experience. Personal data will not be passed on to third parties for profit, in compliance with Global Data Protection Regulation legislation. Personal data is stored safely and securely with UnScared or our partner SportBit Manager and Google Suite, with whom we have a Data Processing Agreement, ensuring the safe storage and use of personal data. UnScared coaches and employees that have access to personal data, will only use this access for internal purposes and not personal interest or financial gain. All employees that have access to personal data will report to UnScared's Data Protection Officer and all personal data stored, used and analysed will be reported in an up to date record of processing activities under UnScared's responsibility as mandated in Article 30 the Global Data Protection Regulation.