

## TERMS AND CONDITIONS

These Terms and Conditions (hereinafter “T & C”) clearly illustrate your rights, responsibilities, privacy policies and further information about the services. The T & Cs apply to those who make online purchases by confirming the corresponding button during the order process or by actually using the service on the site (hereinafter the "Site"). The use of the Site by the user implies his adherence to the T & Cs in their entirety.

### 1. INTRODUCTION

1.1 Who I am. The site [www.studiobeyond40.com](http://www.studiobeyond40.com) is managed by Annalisa Tamborini, Tulevagen 14-a 18263 Djursholm (SE) a personal trainer who offers her skills to contribute positively to the improvement of the state of form, quality of life and well-being of women, offering services targeted and of the highest quality. The service includes:

- Body recomposition;
- Improvement of the training technique;
- “Over 40” workouts for the maintenance or functional recovery of physical fitness

1.2 Registration. In order to take advantage of the full range of services on the Site, a one-time registration is required. However, some contents (e.g. information regarding sports, health or nutrition contained in the blog), including general descriptions of the Site, can be viewed without registration.

1.3 Disclaimer of Liability. Health is very important. Therefore, all users are invited to always ask their doctor for advice in relation to their

sporting habits and physical condition. The information contained on this site and in the material sold through the online shop (hereinafter "memberships") is not intended to supplement, let alone replace, the opinion of a doctor or other specialists. The user acknowledges that it is within his / her area of responsibility and risk that he must have the necessary technical knowledge, commensurate with his abilities and his state of health, to carry out the training safely. By accepting these T & Cs, the user confirms that he is solely responsible for his health.

## 2. OBJECT OF THE CONTRACT

The site offers its users the following goods and services:

2.1 Memberships. In the memberships you can buy:

- online coaching service with personalized programming based on your health, your sports background, goals, limitations, continuous support and dietary advice. Sessions are sold individually or in packs of 10.

- "WONDER40": a monthly, non-personalized online training schedule that includes 3 to 5 workouts per week between live and video, and video feed guides plus ongoing support on the dedicated Facebook group with workouts and dietary advice.

2.2 Blog. The site contains the "blog" section, which can be consulted free of charge by the user, in which topics relating to sports, health and nutrition will be discussed with specific contents, eg. texts, images and videos.

2.3 Changes. Annalisa Tamborini reserves the right to modify options or features of the site and the products and services sold there. In most

cases, the changes made have the aim of enhancing and improving the offer for the user.

### 3. CONCLUSION OF THE CONTRACT

3.1. Purchase. The purchase contract is concluded exclusively through the “memberships” by selecting the individual items and placing them in the electronic cart, by clicking on the "add to cart" icon and the order becomes binding (valid as an offer) only when the icon is clicked "Proceed with the order", which will appear after all the mandatory billing data requested and confirmed to accept these terms and conditions have been entered, always after viewing an order summary web page, which contains the details of the purchaser and of the order, the type of service chosen and the price of the purchased good.

3.2. Order confirmation. The sale is considered concluded with the sending of an order confirmation e-mail to the user. The e-mail contains the transaction number and the order summary, which also contains the data referred to in the previous point. The user undertakes to verify the accuracy of the data contained and to communicate any corrections.

3.3 Completion of the contract. The contract is not considered perfected and effective between the parties failing to confirm the order. The contract takes effect from the moment of completion as described above and ends with the electronic transmission of the goods sold and / or the completion of any accessory services selected.

### 4. METHOD OF EXECUTION

To view the products purchased online, the user must log in to the shop with his e-mail address and the password that will be provided with the

order confirmation if he has not already activated the account previously.

## 5. REGISTRATION

5.1 Registration. For registration purposes, the user must provide the data requested in the relevant registration form in a complete and correct manner, eg. name, surname, date of birth, unless such data is marked as optional.

5.2 Consequences of registration. By registering, the user confirms the knowledge and unconditional acceptance of the contents of these T & Cs. He also confirms that all registration data are true, exact, updated and complete and undertakes to keep them updated. If the user provides false, inaccurate, outdated or incomplete data, or there are reasonable grounds to suspect that such data is false, inaccurate, out of date or incomplete, Annalisa Tamborini has the right to suspend or immediately close the account of the relevant user without notice.

5.3 User identity. Annalisa Tamborini is not responsible for the actual identity of the user, since personal identification via the Internet is only possible to a limited extent, she therefore has the right to close or delete the account of any registered user in case of use. unauthorized or fraudulent account. Therefore, the user is required to protect his account from unauthorized access and fraudulent use.

## 6. METHOD OF PAYMENT AND PRICE

6.1 Methods of payment. Any payment by the user can only be made by PayPal or credit card through Stripe. With the completion of the purchase via PayPal, the price of the products ordered will be immediately charged. Bank or credit card details are stored at PayPal or Stripe after the transaction is registered.

6.2 Price. The sale price displayed in the shop on the website [www.studiobeyond40.com](http://www.studiobeyond40.com) is expressed in Euros, taxes included.

## 7. USER OBLIGATIONS AND RESPONSIBILITIES

7.1 User Obligations. Each user must provide truthful registration data and immediately communicate any changes to the information provided, keep them updated and complete and not communicate them to third parties; must not publish, transmit or distribute racial, offensive, discriminatory, accusatory, sexual, instigating violence or otherwise illegal content; must not copy, distribute, transmit or collect with the aid of technical tools, information accessible without the consent of the relative owner; must never in any way use the Site in such a way as to cause or could be the cause of interruptions, damage or malfunctions, for fraudulent and / or illegal purposes, to create disturbance and / or prejudice to the Site's activity.

7.2 Liability. The user must manage their personal data with particular care and allow access to them only to trusted people.

7.3 Elimination. In case of violation of these T & Cs, Annalisa Tamborini reserves the right to delete content created by users, such as photos or comments, without providing explanations. Annalisa Tamborini may

cancel or suspend the user's account and terminate her access to the Site as a registered user, as well as take any other action she deems appropriate and appropriate from time to time, at any time and without notice where:

(i) reasonably believes that the user is using the Site in violation of these T & Cs;

(ii) reasonably believes that a third party is using the user's account without his consent;

(iii) reasonably deems it necessary to cancel or suspend the user's account and / or terminate his access to the Site for security or maintenance purposes

## 8. WARRANTY AND LIABILITY

8.1 Warranty. Within the limits established by the applicable law, Annalisa Tamborini offers the guarantee for the sale of services, where compulsorily provided for.

### 8.2 Disclaimer.

8.2.1 Technical disservices. Annalisa Tamborini cannot be held responsible towards the user, except in the case of willful misconduct or gross negligence, for disservices or malfunctions due to technical anomalies, interruptions in the communication networks connected to the use of the internet outside of its own control or of its suppliers. Furthermore, it will not be responsible for any direct, indirect or consequential damage or loss deriving from the use (or incorrect use) of the Site, it will not be liable in any case for damages and prejudices of any nature caused by the lack of continuity, availability, reliability,

usability of the Site and, in particular, by way of example but not limited to, for errors in accessing them.

8.2.2 Security. Annalisa Tamborini does not guarantee that this site, its servers or the e-mails sent are free of viruses or other potentially dangerous components for the PC. By visiting this Site, the user accepts that its use is at his own risk.

8.2.3 Loss of data. Annalisa Tamborini will not be liable for losses or any other circumstances resulting from the theft, theft or use of any user identification data (username and password) relating to the services of the Site, attributable to the user.

8.2.4 Force majeure. Annalisa Tamborini will also not be responsible for any delay or any non-fulfillment of the obligations set out in these general conditions if the delay or non-fulfillment derives from unforeseeable circumstances or causes of force majeure not attributable to it.

8.2.5 Physical condition of the User. Annalisa Tamborini cannot be held responsible for effects or direct and / or indirect consequences on the health of the user or third parties, resulting from the improper use of the services and information on the Site and from their implementation. The information contained on this site and in the services sold through the shop are not intended to supplement, let alone replace, the opinion of a doctor or other specialists. The user acknowledges that he is solely responsible for the proper execution of sports training, his health, as well as his diet and lifestyle adopted.

## 9. RIGHT OF WITHDRAWAL

9.1 Conditions and exclusions of the right of withdrawal. The user has the right of withdrawal within 14 days of confirming the purchase of the good and / or service, without the need to indicate any reasons. The right of withdrawal is in any case excluded if the execution of the service has already been completed (by way of example, the right of withdrawal is therefore excluded if the products have already been downloaded or can be viewed in your own reserved area of the Site or if you attended live classes or one-to-one interviews).

9.2 Withdrawal form. For the purpose of validly exercising the right of withdrawal, the user is required to send a written communication via email to the following email [annalisa@studiobeyond40.com](mailto:annalisa@studiobeyond40.com). If you wish to withdraw from the contract, please complete and return the form below.

For Annalisa Tamborini, E-mail [annalisa@studiobeyond40.com](mailto:annalisa@studiobeyond40.com)

The undersigned (\*) hereby announces that he wishes to withdraw from his sales contract for the provision of the service indicated below (\*):

Order placed on (\*)

Name of the consumer (\*)

Consumer address (\*)

Consumer e-mail address used to access the Site (\*)

Consumer's signature (only if this form is sent in paper form) (\*)

Date (\*)

(\*) Delete where not applicable and fill in any missing item.



## 10. INTELLECTUAL PROPERTY

All content accessible in the user area of the Site or transmitted in digital format are protected by the provisions on copyright and / or other applicable laws and, unless otherwise agreed, are the exclusive and complete property of Annalisa Tamborini. The reproduction (complete or in part), distribution, transmission (electronic or by other means), modification, linking or use of the contents for public or commercial purposes is not allowed without the prior written consent of Annalisa Tamborini.

## 11. TREATMENT OF PERSONAL DATA

The protection and processing of personal data will take place in accordance with the Privacy Policy which is an integral part of this agreement.

## 12. APPLICABLE LAW AND DISPUTE RESOLUTION

These T & Cs and all contractual relationships and disputes that may arise from the application, interpretation, execution or violation of this contract will be governed by Swedish law. It remains except that any disputes with the user considered a consumer, pursuant to Swedish consumer protection law, will be devolved to the exclusive jurisdiction of the competent court based on the place of residence or elective domicile of the consumer user.