

Terms & conditions of sale - Belgium

Article 1. The Company

The SRL PHYSICAL COACHING ACADEMY, hereafter "PCA", registered with the K.B.O. under n° 0553 923 943, with registered offices located in 1180 Brussels, Zonnestraat 26 and operational offices located in 1180 Brussels, Waterloosesteenweg 1302, tel. 02/347.06.27, info@physicalcoaching.com.

Article 2. Opposability

The current terms and conditions determine the rights and obligations of parties and are applicable for registration by the customer for a training program organized by PCA. The training programs are listed on the website www.physicalcoachingacademy.com, tab "COURSES". These terms and conditions apply by default for any visit to the website, subscription or registration by a customer. This implies full acceptance by the customer of the terms and conditions, excluding any other terms and conditions, unless explicit agreement of both parties. PCA draws the attention of the customer to the fact that it reserves the right to modify the terms and conditions at any time, knowing that any new version of the terms and conditions will be made available through the website.

Article 3. Registration

3.1. Any registration for a training organized by PCA is to be done through the registration form made available on the website www.physicalcoaching.com. By filling in the registration form the customer confirms having read and accepted the PCA terms and conditions. The sale is only final after confirmation of acceptance of the registration by PCA to the customer by e-mail at the address submitted by the customer upon registration. PCA reserves the right to refuse registration in the event of a pre-existing dispute with the customer.

3.2. The calendars of the trainings proposed and organized by PCA are indicative, PCA reserves the right to modify the calendars if circumstances require to do so. In that case, PCA will inform the customer by e-mail of any change at least 48 hours prior to the start of the training chosen by the customer.

3.3. Any registration is final and unconditional. The registration fee is to be paid in full by the customer and no partial reimbursement will be granted, except for the right of retraction mentioned in article 5.

3.4. In the case of registration for the "Certified PT" Pack, which includes the "Physical Trainer" module and the "NASM Certified Personal Trainer" module, the total amount of the preferential rate for this Pack remains fully due, even if the customer fails twice in the exams of the first module, "Physical Trainer," and is therefore unable to proceed to the second module, "NASM Certified Personal Trainer." However, in this case, customers may receive a voucher corresponding to the cost of the "NASM Certified Personal Trainer" course that they can no longer attend. This voucher can be used either to re-enroll in the "Physical Trainer" module at a preferential rate or to apply the value of the voucher to another PCA course.

Article 4. Price and payment

4.1. The rates mentioned on the website www.physicalcoaching.com include all taxes and contain the registration fee, the price matches the offered services and administrative costs. Any possible mistake regarding price is only binding for PCA if registration has been confirmed by e-mail to the customer. PCA reserves the right to modify prices as long as the sale is not final. Prices mentioned on the registration confirmation by PCA are final and include VAT.

4.2. The final price is payable, at the customer's choice, either in full or in multiple monthly installments, through one of the payment methods offered on the PCA website at the time of registration. When the customer chooses to make a one-time payment, they have the following two options:

- Either they choose to pay the registration fee via bank transfer. In this case, the amounts due following registration must be paid in full to the bank account provided by PCA within 48 hours of placing the order. If payment is not made within this period, PCA reserves the right to cancel the customer's registration and consequently deny access to the training.
- Or they choose to pay via the secure online payment system offered on the PCA website. In this case, the registration is only

considered final once this system approves the payment and confirms the transaction. In the event of a refusal by the secure payment system, the registration is automatically canceled, and the customer is notified by email.

When the customer chooses to pay the registration fee in multiple installments, in accordance with the agreement made with PCA, the online payment system on the PCA website will divide the amount due into multiple monthly installments. These installments are rounded to whole numbers, meaning the amount of the first installment may be slightly higher than the others. In this case, the customer can pay by credit card or debit card. In both cases, the first monthly installment is paid immediately, while the subsequent installments are automatically debited at one-month intervals by the payment provider. The debit dates communicated by the payment system are indicative and based on the calendar date of the customer's order; they may therefore vary slightly. These payment facilities do not exempt the customer from the obligation to pay the full amount of the training fee on the date they placed the order on the PCA website.

4.3. Any amount unpaid on the due date will be increased by law, and without prior notice, with a default interest of 1% per month, as well as a lump-sum compensation of 15% of the invoice amount, with a minimum of € 150.

Article 5. Retraction

5.1. A customer concluding a sale "from a distance" through internet with PCA, holds a right of retraction during 14 days following the conformation of the sale. If the customer wishes to use his/her right of retraction, he/she must notify this decision to PCA by e-mail to the e-mail address info@physicalcoaching.com, this decision is considered to be accepted as soon as PCA sends confirmation of having received this notification.

5.2. The customer will be required to clarify to PCA if he/she wishes to cancel or change the reservation. The customer will be required to notify whether a credit towards a future reservation is to be made available or if complete reimbursement of the paid amounts is required. If the customer requests reimbursement, banking references will need to be mentioned.

5.3. If the customer submits a request for retraction and reimbursement following article 5.1 and the information required following article 5.2 is submitted within the appropriate time frame, PCA will reimburse the amounts paid by the customer within 14 days following confirmation of having received the retraction request.

5.4. In the event of non-compliance regarding the retraction time of 14 days, as stated in article 5.1, the customer will not be allowed to cancel registration or to postpone registration to a future date. The customer will be held to pay the full price of the sale to PCA, unless "force majeure" is duly established. If PCA is given sufficient proof of "force majeure", rendering it impossible for the customer to take part in the training session for which he/she has registered, both parties will be able to agree on reimbursement of the amounts paid by the customer, however registration rights and administrative costs will remain owed to PCA.

Article 6. Cancellation

6.1. If the number of participants for any given training is insufficient compared to the necessary number of participants, PCA reserves the right, in accordance to the information submitted on registration, either to cancel the training or to postpone the training, to be held under the same conditions, including the pricing conditions, as mentioned following registration. In the event of cancellation by PCA, the customer will be allowed to request full reimbursement of the amount paid or accept the new training and the new dates proposed by PCA.

6.2. Any absence from a training day is final and cannot be rescheduled or made up at a later date. The client is responsible for catching up on missed content independently. By way of exception, if the client informs PCA of their absence no later than five working days after their registration, via email to info@physicalcoaching.com, and if PCA has explicitly confirmed in writing that the client may make up for the missed day, they will be allowed to attend an equivalent session at a later date, subject to PCA's availability.

6.3. At the end of certain training sessions organized by PCA, the customer will be required to take theoretical and/or practical exams. By confirming their registration, the customer expressly acknowledges having taken note of the training and exam dates as listed on PCA's website and agrees to participate in them. Any absence from an exam will be considered as a failure, except in the following cases:

- The customer has communicated their unavailability for the scheduled exam date on the PCA website within five working days following their registration, by sending an email to info@physicalcoaching.com.
- The absence is justified by force majeure, properly documented, and the customer has sent the supporting document to info@physicalcoaching.com within five working days.

6.4. If the customer does not cancel participation to the exams within the time frame established by article 6.3 and does not show up for the exams, he/she will be considered as having failed the exams. In any case the customer will have to take the exams to be taken at the end of a training for which he/she has registered, within 6 months after the last day of the training, after which he/she will be considered as not having qualified.

6.5. For practical examinations requiring the involvement of an external examiner, any absence, cancellation or failure to attend shall give rise to the charging of a resit fee in the amount of EUR 150,- (VAT inclusive). Such fee shall be payable regardless of the reason for the absence, including in cases of force majeure, without prejudice to the application of the other provisions of this Article.

Article 7. Respect of the equipment made available

7.1. The customer commits to using the premises and the material made available by PCA, within the framework of the training, decently and with care. They will be liable for compensation to PCA for any damage for which they will be held responsible, either voluntarily or due to negligence, or because of an abnormal use of the installations and the material made available to them.

7.2. In the event of loss or non-return by the customer of the material made available by PCA, this will be invoiced to them at replacement value.

7.3. PCA reserves the right to refuse access to a lesson or training program to any client displaying behavior that is detrimental to the proper run of the course. Any exclusion from training for improper behavior is executed without reimbursement or compensation.

Article 8. Responsibilities

8.1. PCA will describe, to the best of its ability, the training programs it offers. However, PCA cannot be held accountable for the consequences of any mistake or negligence regarding to information made available through the website.

8.2. PCA can in no case be held responsible for damages caused to the customer's personal property by third parties or in the event of theft while attending a training program.

8.3. In general, PCA will not be responsible in the event of foreseeable or unforeseeable, direct or indirect damages, of whatever nature, which may arise in the context of a training program. However, this provision does not limit PCA's responsibility for serious misconduct or deception for which she, or one of its appointees, would be declared responsible and PCA is not relieved of its responsibility in the event of erroneous deception in the context of the essential performance of the agreement.

8.4. Any complaint regarding a possible responsibility of PCA or one of its appointees is to be submitted to PCA by registered mail no later than 10 calendar days following the end of the training program during which the facts have taken place.

Article 9. Image rights and use of photographs/videos

9.1. As part of the training courses it organizes, PCA may take photographs and/or videos in which participants may appear. By confirming their registration, the client expressly authorizes PCA to photograph and/or film them during the training sessions and to use, reproduce, display, adapt, and distribute these images, in whole or in part, on any medium, known or unknown to date, worldwide and without any time limitation.

9.2. These photographs and videos may be used exclusively by PCA, in particular for communication and promotional purposes related to its activities:

- publications on its official accounts (website, blog, social networks such as Facebook, Instagram, LinkedIn, YouTube, etc.);
- advertising materials, posters, brochures, newsletters;
- or any other media related to the presentation or promotion of PCA's training programs.

9.3. PCA expressly undertakes not to make any use that could harm the client's dignity, privacy, or reputation.

9.4. The client acknowledges that the use of their image under this article is free of charge, and that no remuneration, compensation, or consideration of any kind may be claimed.

9.5. However, in accordance with the General Data Protection Regulation (GDPR), the client has the right to withdraw their consent at any time. To exercise this right, they may send a written request to: info@physicalcoaching.com
PCA then undertakes to cease any further use of the client's image from the moment this request is received.

Article 9. Intellectual property

The texts, lay-out, illustrations, photos and other elements of the website www.physicalcoaching.com are protected by copyright and in general by intellectual property rights. The content of the PCA website cannot be copied. It cannot be modified or placed upon another website, nor can it be published under any form, without prior written authorization from PCA. The website may contain texts, illustrations of other elements protected by third party copyright. Under no circumstance does PCA grant approval to use her intellectual property rights of those of third parties.

Article 10. Divisibility

The possible nullity of a clause of the present general terms and conditions does not in any way cause the invalidity of the general terms and conditions, the parties commit, in good faith, to replace the null stipulation or provisions by one or more provisions that are as close as possible to the intention expressed by the parties at the end of the agreement.

Article 11. Applicable law and Court jurisdiction

11.1. Current terms and conditions are subject to Belgian Law.

11.2. Any dispute arising regarding the validity, interpretation of execution of any and all part of the current terms and conditions and all operations hereto will be exclusively submitted to the French speaking Courts of the Brussels district.