



General Terms and Conditions

Preamble

In the General Terms and Conditions the TCB The CrossBox GmbH (subsequently «The CrossBox») stipulates universally valid aspects of management, especially regarding the dealings with members, the range of products and the property.

For the sake of simplicity subsequently only the male form will be used. The female form is thereby explicitly addressed as well.

§1 Membership

- 1.1 Memberships are not transferrable.
- 1.2 By signing the contract, the member confirms to be in able physical and mental condition after the contract in order to perform the active and passive exercises without bodily harm. Should the physical and mental well-being change during the contract period, the coaches are to be advised.
- 1.3 Age of consent is preconditioned at the conclusion of the contract. The CrossBox reserves the right to admit, in individual cases – meaning after an assessment of the physical and mental capabilities – minors of age to training. This requires the signing of a parent or a guardian according to article 1.2.

§2 Subscription

- 2.1 Persons that have not yet been a member of The CrossBox or have paused for 12 or more months must pass an introduction at a charge prior to being allowed to participate in classes. This applies to all subscriptions and all contract durations.
- 2.2 The price for the billable subscription includes one week of trial training with unlimited number of hours. This week starts with the first day after the introduction.
- 2.3 If, following the introduction, the person acquires a subscription of The CrossBox of at least six months of contract period, the costs for the introduction will be deducted from that subscription
- 2.4 The agreed subscription price must be paid in advance by bank transfer or credit card to The CrossBox. In exceptional cases, cash payment is also accepted. Bank transfers are made to the following account: TCB The CrossBox GmbH, Zürcher Kantonalbank, IBAN: CH25 0070 0110 0057 8039 1
- 2.5 The CrossBox grants a 15% discount upon request on subscriptions for students under the age of 26 and for apprentices with ID as well as group discounts for at least 5 persons.
- 2.6 Subscriptions with a limited number of hours per week are charged as an hour package. If this package is used up before the end of the term, the member must acquire a new subscription ahead of time. If the hour package is not used up, the remaining hours expire after the end of the term. See article 2.11.
- 2.7 There is a right of withdrawal on both sides during 10 calendar days after conclusion of the contract. After this point in time, the subscription price will not be refunded.



- 2.8 A subscription begins on the date requested by the customer. From then on, it is valid for a certain number of calendar months, including the first and excluding the last day, e.g. from 11.6. - 10.12. (6 months).
- 2.9 A subscription can be interrupted once for a period of 2 to a maximum of 6 months („Time Stop“). Such an interruption must be communicated to The CrossBox when acquiring the subscription and is an integral part of the associated membership contract. In this case, the subscription period is extended by the duration of the Time Stop.
- 2.10 Longer, unexpected absences due to illness or accident require a medical certificate. Should this medical leave last two months or longer, the member is entitled to an equivalent extension of the subscription period. There is no refund.
- 2.11 Unused services of The CrossBox do not entitle to any reduction of payments or the reimbursement of payments made nor the payment obligation incurred.
- 2.12 If there is an important reason which the member himself is responsible for and which is caused intentionally by the member, which makes the continuation of the contractual relationship for The CrossBox unacceptable, The CrossBox is entitled to terminate the contractual relationship from one side, with immediate effect. In this case there is no refund. Important reasons are, for example, if a member commits – despite a previous verbal warning – serious violations of the house rules or consumes illicit substances.
- 2.13 Changes to the subscription must be in writing.

§3 Timetable, Reservation, Attendance

- 3.1 The CrossBox is managed by a reservation system with a timetable and cannot be used without appointment or defined class / lesson.
- 3.2 The opening hours can be found on the website. These are continually adjusted. Corresponding changes are communicated in advance.
- 3.3 Participation in a class / lesson is generally done by enrolling in the reservation system on the website.
- 3.4 The trainers who conduct a class will not be announced in advance. An unspecific placeholder is displayed in the reservation system.
- 3.5 If a class / lesson is full, you cannot enroll in it and not participate. There is however a waiting list in the reservation system.
- 3.6 The spontaneous participation in classes / lesson ("drop-in") is possible, provided that the participant has proven experience in the type of training offered. If he cannot provide this proof, he is refused to participate in the training.
- 3.7 Participation in a personal training takes place according to individual consultation with the personal trainer and not via the reservation system.
- 3.8 Cancellations of lessons can be made in the reservation system on the website. Missed appointments or such that are cancelled too late (less than 1 hour before the start in the reservation system, less than 24 hours before the start for a personal training) are debited resp. will be charged. Exceptions are made for medical-related illness or accident.

§4 Liability

- 4.1 The courses and trainings offered are for the purpose of health improvement and enhancement of physical performance and cannot be seen as a therapy.



- 4.2 The member is aware that intensive, physical training involves an increased risk of injury and physical complaints. Training at The CrossBox takes place in full knowledge of this fact and on the member's own responsibility. Therefore, the member expressly excludes all liability claims arising from any health and medical problems arising as a result of the training.
- 4.3 The CrossBox and its staff are not liable for any damage suffered by the member in connection with the use of the box, in particular for damage caused by accidents, injuries and illnesses, with the exception of intent and gross negligence. The use of the The CrossBox is at your own risk and on your own responsibility.
- 4.4 Deliberate and grossly negligent damage to the training equipment, to furnishings and generally to the The CrossBox by a member entitle The CrossBox to measures according to point 2.12 and result in a claim of the amount of the replacement or repair costs against this member.
- 4.5 We shall not be liable for the loss of valuables.

§5 Sale of Goods

- 5.1 Customers can purchase goods from The CrossBox. These can be paid in the online shop by credit card or at pickup with credit card or cash.
- 5.2 Goods purchased by customers from the CrossBox' range of offers are not necessarily in stock at The CrossBox. If they are not in stock, they will be ordered immediately after purchase.
- 5.3 Goods bought by customers can be collected in the box. The CrossBox does not ship goods.

§6 House Rules

- 6.1 The stay on the premises of The CrossBox is limited to the previously reserved or agreed training hours. Customers are allowed to stay in the wardrobe and in the reception area before and after the training session for an appropriate amount of time.
- 6.2 When entering The CrossBox, while warming up and stretching before and after a class / lesson and when leaving The CrossBox, care is taken not to disturb ongoing classes / lessons.
- 6.3 During training, the instructions and advice of the coaches must be followed.
- 6.4 During an ongoing class, no individual training is allowed. Exceptions are made for warm-up and stretching exercises in the intended area.
- 6.5 Accompanying persons and children who do not attend a class / lesson may not train independently. During ongoing lessons, they stay in the reception area.
- 6.6 Children may only be taken along during the day, from 9am - 5pm.
- 6.7 Exercising under the influence of alcohol or drugs is dangerous. The CrossBox is authorized to deny access to the premises of The CrossBox to persons who have consumed alcohol or drugs or to turn them out of the premises. An already paid training lesson will not be refunded in this case.
- 6.8 Strictly no road or outdoor training shoes are allowed in the box. Training can be done barefoot. In this case, the member washes his feet beforehand.
- 6.9 We ask persons with a strong body odor to take appropriate measures for the well-being of all others.



- 6.10 The members clean the floor and materials after use. Members use the cleaning agents and utensils provided by The CrossBox.
- 6.11 The training equipment is to be returned to the designated places after use.
- 6.12 Sweaty items of laundry left behind in the wardrobe are immediately disposed of by The CrossBox.
- 6.13 Consuming foodstuffs brought along is not permitted, neither in the wardrobe nor in the box.
- 6.14 The use of mobile phones is not welcome in the box.
- 6.15 Beverages may only be carried in closable beverage bottles.
- 6.16 There is an absolute ban on smoking on the premises of The CrossBox.
- 6.17 No animals are permitted in any area of The CrossBox.
- 6.18 Parking on the grounds of Bergstrasse 3 in Meilen is only permitted on the parking spots assigned to The CrossBox. If these are occupied, members turn to a public parking spot.
- 6.19 Bags and personal belongings may only be placed in the wardrobe or in the lockers and not in the box.
- 6.20 Forgotten personal items are stored for one month. In case of non-collection, they are disposed of or donated.

§7 General, privacy, data processing

- 7.1 Members are required to notify The CrossBox immediately of any change in their address.
- 7.2 The CrossBox has the unrestricted rights of use of all texts and media data (photos, videos etc.), which are created by the staff of The CrossBox in the box resp. during classes / lessons of The CrossBox. All these texts and media data are used by The CrossBox solely for quality assurance as well as for promotional and marketing purposes.
- 7.3 Privacy has a high priority at The CrossBox. All users of the reservation system decide which data they want to store. However, certain data are absolutely necessary for providing the service, e.g. name, e-mail address and telephone number. Therefore, The CrossBox is entitled to store, use, process and transmit personal data of the member, including a photography, as long as this is necessary and purposeful for the two-way fulfillment and handling of the contractual relationship.
- 7.4 Data processing is to enable us to tailor our website and range of services to the needs of our customers. Data processing is also carried out for market analysis and to determine the interest in our versatile range of services and thus to draw conclusions for the appropriate arrangement of this range of services and to incorporate them into the development of our future offers.
- 7.5 Any other use of the personal data, in particular their sale to third parties, is explicitly excluded. Registered users can inform themselves with us about the content of their customer data.



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§8 Final Clause

- 8.1 The member acknowledges the present General Terms and Conditions and thereby also the House Rules and confirms with the signature under the Membership Contract that he has read and understood them.
- 8.2 Changes to the Terms and Conditions require the written form and are announced by The CrossBox in advance.
- 8.3 The current version of the General Terms and Conditions can be retrieved at any time on our website.
- 8.4 If individual provisions of these General Terms and Conditions should be or become invalid, this does not affect the validity of the remaining provisions. The same applies to any contractual gaps.
- 8.5 Only the law at the location of The CrossBox shall apply. Place of jurisdiction is in any case the location of The CrossBox.