General Terms and Conditions Effective from: 9 October 2024

1. General information, conclusion of the contract

The present General Terms and Conditions (hereinafter referred to as <u>General Terms and</u> <u>Conditions/GTC</u>) apply to the legal relations between the Client and **NATURA LABS KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG** (7623 Pécs, Kálvin utca 1. 4. em. 8. ajtó; tax number: 28831990-2-02, represented by: Pauschka Krisztián managing director, hereinafter referred to as "<u>Service Provider</u>") as service provider in connection with the services available on the website https://www.pelove.online/ (hereinafter referred to as "<u>Website</u>").

The aim of the Service Provider is to, by using the Website, provide consultation services, online courses, educational content regarding pelvic floor health, preparation for pregnancy, postpartum recovery, nutrition, breathing techniques, labor preparation, yoga, stress management, and other health-related topics as set forth ont he Website from time to time (hereinafter as: <u>Service(s)</u>) to individual persons (hereinafter as <u>Client(s)</u>).

The Contract between the Service Provider and the Client shall be concluded and shall enter into force upon the Client's acceptance of the Service Provider's offer to use the Services (hereinafter referred to as the <u>Offer</u>), which acceptance may be done by the Client:

(a) by registering on the Website and confirming registration by following the instructions set forth in the e-mail sent to the e-mail address provided by the Client, then selecting the desired Service and the date of providing the Service from the dates made available by the Service Provider; or

(b) by selecting the desired Service on the Website and the date of providing the Service from the dates made available by the Service Provider

and by paying the Service Provider the fee for the Service selected as indicated on the Website at all times and finalising the request for the Service. Upon finalisation of the request, the Service Provider will send the Client a confirmation e-mail via the Website, containing the Service chosen and its date.

In order to use the Services, the Client is obliged to provide his/her data in accordance with the information provided on the Website and is entitled to provide additional information too (mandatory and optional data). The Client is entitled to modify the data provided at any time after registration and to terminate his/her user account. In order to identify and correct data entry errors prior to concluding a Contract, the Website shows all data entered on the same screen of confirming the Services.

The Contract is in concluded English, and it shall not constitute a written contract and is not recorded separately, but the registered Client is at all times entitled to access his/her Contract history (Services used) through the Website. A Client who uses the Services without registration is entitled to access his/her Contract history by sending a request to the Service Provider's customer service.

Acceptance of the General Terms and Conditions by the Customer and familiarisation with the Privacy Policy are a prerequisite for the use of the Services.

The Service Provider reserves the right to modify these Terms and Conditions, in whole or in part, at any time. The Terms and Conditions and any amendments thereto shall enter into force upon publication on the website https://www.pelove.online/. The Service Provider shall inform Clients of any amendments to the Terms and Conditions by publishing the consolidated Terms and Conditions with the amendments on the website https://www.pelove.online/. The information shall be provided before the entry into force of the amendment in sufficient time to allow Clients to decide whether to accept the amendment. In case the Client opts not to accept the amended Terms and Conditions, he/she is entitled to delete his/her account. Change of Terms and Conditions however shall not affect Services already purchased by the Client.

Hungarian law shall apply to any dispute arising out of or in connection with these Terms and Conditions and the Contract.

In the event of the invalidity or subsequent invalidity of any provision of these General Terms and Conditions, the remainder of these General Terms and Conditions shall remain binding. Where applicable, the provisions of the applicable Hungarian law shall prevail over the invalid provisions.

2. Service Provider's Important Notices

Before choosing and making payment for the Service, the Client has noted the Service Provider's information on counterindications and notices regarding the Services which concern Pelvic Floor Exercises, as follows:

Pelvic floor exercises are NOT allowed, and Clients should NOT take part in pelvic floor exercise courses in case of experiencing the following symptoms/in the state of:

- (a) Acute (active) form of a vaginal yeast infection
- (b) Inflammatory diseases
- (c) Acute (active) form of cystitis
- (d) Prohibition of vaginal sex
- (e) Cancer
- (f) Pregnancy

Pelvic Floor Exercises are allowed in the following cases, provided the Client's doctor gives approval:

- (a) Myoma (fibroids)
- (b) Endometriosis
- (c) Abnormal growth of tissues
- (d) Cancer in the past

The Service Provider may ask the Client to present the doctor's written approval, but in any case by booking the Service, the Client is deemed to have obtained such approval from his/her qualified doctor. Refusal of presenting the doctor's approval may result in termination of the Contract and refusal of carrying out the Services by the Service Provider.

Other notices regarding Pelvic Floor Exercises:

(a) Proper hygiene is essential before and after pelvic floor exercises with the vaginal equipment: washing hands and using medical gloves.

(b) In case of discomfort and pain the trainer should be informed immediately and the exercise has to be stopped.

(c) The Services and materials provided with the Services are not a substitution for medical help and serves educational purpose only. The Client should not delay or cancel any appointment with any medical provider due to any information read or watched during the course. Client use and book the Services under their own risk and considering all the notifications above and their current and past medical status, along with the professional doctors' advice.

(d) Some of the accessible Services (as specified by the Service Provider) are not suitable for Clients who are considered as virgins. The Service Provider provides the necessary information for the Clients in order to be able to effectively choose the desired services. Consequences of disregard of this information shall be borne by the Client.

(e) Some of the accessible Services (as specified by the Service Provider) may have age restrictions in place (+18 sign). The use of such Services is under the condition of the Client being over 18 years of age. Client shall prove her age in order to be able to access the Service. Consequences of disregard of this information shall be borne by the Client.

Notice regarding the FaceLift course:

This Service (face massage and exercises) is provided as a self-paced course to the Clients - no equipment is provided by the Service Provider.

Contraindications for FaceLift course:

Please carefully review and consider the following contraindications:

Medical Conditions

• Severe Skin Conditions: Conditions such as eczema, psoriasis, severe acne, or rosacea may worsen with face exercises.

• Recent Facial Surgery: Avoid face exercises if you have recently undergone any facial surgeries, including cosmetic procedures like facelifts or rhinoplasty, until fully healed and cleared by a doctor.

• Severe Temporomandibular Joint (TMJ) Disorders: Exercises might aggravate TMJ symptoms and lead to increased pain and discomfort.

• Severe Sinus Problems: Individuals with chronic or severe sinus issues should consult with a healthcare provider before starting face exercises.

• Facial Fractures: Avoid if you have had recent fractures or injuries to the facial bones until fully healed and cleared by a doctor.

• Neurological Disorders: Conditions like Bell's palsy, trigeminal neuralgia, or other nerve-related issues affecting the face might require special care and consultation with a healthcare provider.

Skin Sensitivity

• Allergic Reactions: Avoid if you have allergic reactions to skin products or materials used during face yoga or massage.

• Bruising Easily: People who bruise easily or have bleeding disorders should exercise caution to avoid causing damage to facial tissues.

Other Considerations

• Pregnancy: While generally safe, pregnant women should consult their healthcare provider before starting any new exercise regimen, including face yoga.

• Infections: Avoid if you have an active infection, cold sore, or any contagious condition on or around the face.

Always consult with a healthcare provider or a specialist before beginning any new exercise program, especially if you have underlying health conditions or concerns.

3. Parties

Service Provider: NATURA LABS KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG

Registered seat and mail address: 7623 Pécs, Kálvin utca 1. 4. em. 8. ajtó E-mail: hello@pelove.online Web: https://www.pelove.online Tax Number: 28831990-2-02 Registry Number: 02-09-086799 at Company Court of Pécs Tribunal Court Telephone number: +36309155587

The Service Provider will receive complaints from Clients at the e-mail address indicated in this section and will reply to them by e-mail within 30 days.

Client: The Client is the natural person who enters into the Contract with the Service Provider as a recipient of the Services provided by the Service Provider.

4. Performance, amendment, termination of the Contract, payment terms

The Contract shall be performed by online means, Client registers on the website <u>www.pelove.online</u>, selects the course and pays for it via bank transfer or by bank card. The materials become subsequently accessible by the Client, as well as the physical package which the Service Provider will send to the Client where it is applicable (given the chosen service), to the Client's address as specified by the client. The Client shall be liable for errors in specifying the address, i.e. in case of wrong address, new package shall be only sent in case of payment of the package fee as determined by the Service Provider. The items of the physical package are not sold as goods, but are necessary items provided by the Service Provider to the Clients in order to effectively use the Services. The items of the physical package can not be re-used or re-sold, in case of withdrawal of the Client, no reimbursement for the items is possible. Cost of the delivery of the physical package is included in the course fee only for EU based Cliens. Clients based outside the EU have to cover the cost of the delivery and customs of the phisycal package. Access to all materials is provided upon conclusion of the contract.

Refund Policy

The Service Provider has implemented the following refund policy, provided that it shall be interpreted along with the cancellation rights set forth in this document and the relevant legislation.

1. Consultation Services:

- Refunds for consultations are available if the session is canceled at least 24 hours before the scheduled appointment time.

- No refunds will be issued for consultations canceled less than 24 hours before the scheduled appointment time.

- In the event of technical issues or unforeseen circumstances preventing the consultation from taking place, we will reschedule the session or provide a refund upon request.

2. Online Course Services:

- Refunds for online courses are available within 14 days of purchase, provided that the course has not been accessed or completed.

- Once a course has been accessed or completed, no refunds will be issued.

- If you encounter technical issues preventing you from accessing the course content, please contact us for assistance, and we will work to resolve the issue promptly.

3. General:

- All refund requests must be submitted in writing to hello@pelove.online.

- Refunds will be processed within 7-10 business days of approval.

- The Service Provider reserves the right to refuse or limit refunds in cases of suspected abuse or fraud.

Communication between the Client and the Service Provider shall primarily happen online, by use of electronic communication apps (Messenger or Whatsapp).

Amendment of the Contract shall be possible in the following regards:

- (a) Changing the Service requested in case of any issue described in Section 2-Counterindications;
- (b) Changing the Service date/time in case of unforeseen circumstances, with notification at least 24 hours in advance.

In both requests amendment shall be initiated by the Client by contacting the Service Provider at the contacts set forth on the Website or the Terms and Conditions. Amendments are only valid and effective if/when confirmed by the Service Provider.

The Contract may be terminated by the Client within 14 days from the conclusion of the Contract without giving any reason according to the relevant legislation. However, the Client may not exercise this right after performance of the Contract by the Service Provider, given, that the performance will begin with the Client's express prior consent and the Client's acknowledgement that he/she will lose his right of withdrawal once the Service Provider has performed the Contract completely.

The Contract may be terminated by the Service Provider:

- (a) in case the Client fails to follow trainer instructions;
- (b) in case the Client fails to present on scheduled appointments;
- (c) in case the Client breaches the Terms and Conditions of the Services (e.g. disregarding the Section 2- Counterindications).

In case of termination of the Contract by the Service Provider, the Client shall be informed duly in writing. In case of termination of the Contract by the Service Provider, no refund is available for the Client, the Service Provider is entitled to keep the Service fee paid by the Client as a default penalty.

Service fee payments may be made

- (a) by bank transfer to: Natura Labs Kft.
 Hungarian Bank Account: 11742252-25547720 (OTP Bank)
 IBAN: HU38 1174 2252 25547720 0000 0000
 BIC/SWIFT: OTPVHUHB
- (b) by online card payment by using the services of BANK OR PAYMENT PROVIDER on the Website: www.pelove.online

Promotional codes may be used during the Service Fee payment, by entering the promotional code at the time of booking.

In case the Client fails to use the Services, the Client shall not be entitled for a refund - Service Provider may keep the paid Service Fee as a default penalty.

5. Rights and obligations of the Parties

The Service Provider is obliged to:

- to provide the services ordered by the Client in accordance with these General Terms and Conditions;

The Service Provider is entitled to:

- be paid in advance by the Client for the services provided;

- to verify the data indicated in the Client's profile, to suspend or delete the account in the event of false nature of the data, with simultaneous notification to the Client, in which case the Service Provider shall not be obliged to refund the service fee paid by the Client, but shall be entitled to retain it for breach of contract, as a penalty.

The Client shall be obliged to

- pay the Service fee;

- to inform the Service Provider immediately in writing of any problem or objection relating to the Service or if it becomes aware that any other Client has uploaded false information to the Website;

- to provide true and correct information in the knowledge of his/her civil and criminal liability;

- use the Services as intended, following the instructions and warnings of the Service Provider.

The Client shall refrain from:

- misappropriating the identity of others, posting or otherwise using the images of others without their consent;

- Display content that infringes anyone's rights, including rights of publicity and privacy, copyright, trademark or other intellectual property or contractual rights,

- display of hate speech, intimidating, sexually explicit or pornographic content;

- soliciting passwords or personally identifiable information from other Clients for commercial or unlawful purposes, or using the personal information of others without their consent;

- use another Client's account, share a personal account with another Client, or maintain more than one account;

- creating another account if the Client's account has been deleted by the Service Provider for breach of contract, unless the Service Provider gives permission to do so;

- harassing, abusing or insulting another Client in the course of communication through the Service, or violating general communication standards;

- use the Service or any of its content for commercial purposes without prior written permission;

- copying, modifying, transmitting or transmitting any copyrighted content or other intellectual property, content or proprietary information available through the Service without prior written permission;

- violate or compromise the security of the Service, the Website or the reputation of the Service Provider.

The Service Provider reserves the right to investigate and/or terminate the Client's account without refund of any fees if the Client breaches the provisions of these Terms and Conditions or the Contract, abuses the Service or engages in conduct deemed by the

Service Provider to be inappropriate or unlawful, including actions and communications on or off the Service.

6. Data Processing

The Service Provider declares that in all cases it will process the Client's data and the information that it becomes aware of in relation to the Client in accordance with the privacy policy available on the website https://www.pelove.online/.

This document is available **<u>HERE</u>** and acceptance of it is a condition for using the Service.

7. Liability

The Service Provider shall not be liable for the accuracy of the data provided by the Client, and the Service Provider shall not be liable for any damages resulting from this. Nor shall the Service Provider be liable for any damage caused by the Clients to each other or to third parties. The liability of the Service Provider to the Client for any damages (excluding damages for which the limitation or exclusion of liability is void) shall be limited to the amount of the service fee paid by the Client. In particular, however, the Service Provider shall not be liable for any damages arising from the Client's failure to acknowledge or abide the Service Provider's notices in Section 2.

8. Intellectual Property

The Website and the content on the Website are copyrighted works and are subject to the Hungarian Copyright Act. The downloading (reproduction), retransmission to the public, other use, electronic storage, processing and sale of the contents of the Website or any part thereof without the written consent of the Service Provider is prohibited. Even with written consent, any material from the Website and its databases may only be reproduced by reference to the Website and the Service Provider.

The Service Provider reserves all rights to all elements of its service, its domain names. The adaptation or decompilation of the contents of the Website or parts thereof; the creation of user IDs and passwords in an unlawful manner; the use of any application to modify or index the Website or any part thereof is strictly prohibited.

In the event of any copyright infringement, the Service Provider is entitled to launch both civil and criminal procedures. Civil procedure claims for copyright infringement may incur monetary penalties and severe payment obligations to the person infringing the Service Provider's copyrighted material. Criminal consequences according to the Hungarian Penal Code may include imprisonment from 2 (two) up to 10 (ten) years, depending on the damage caused with copyright infringement.

9. Notice for consumers

The Client, who is a consumer, has the right to terminate the Contract within 14 days from the conclusion of the Contract without giving any reason, pursuant to Article 20 (1) and (2) b) of Government Decree 45/2014 (26.II.). The model declaration required for this purpose is attached as Annex 2 to the General Terms and Conditions. This shall not apply in case the Client accepts that the performance of the Services are commenced upon conclusion of the Contract, i.e. before the 14-day period.

In view of the nature of the Service, the consumer Client may not exercise product warranty rights, and the warranty rights for repair/replacement rights are excluded given the nature of the Services. For items in the physical package there are warranty and replacement rights as set forth in the annexes, but those shall only apply in case of proper use (as set forth by the Service Provider), and also only in case of items missing or clearly not suitable for the intended use. No guarantee is provided for the Services or for the items in the physical package. The consumer Client may be entitled to a price reduction or withdrawal in the event of defective performance by the Service Provider. The information on the warranty rights is set out in Annex 3 to these General Terms and Conditions.

10. Dispute resolution

The Client is entitled to submit a complaint to the Service Provider, which has 30 days to reply to the complaint.

The Service Provider shall keep the record of the complaint and a copy of the reply for five years and shall present it to the supervisory authorities upon request.

If the complaint is rejected, the Service Provider must inform the consumer in writing of the authority or conciliation body to which he may refer the complaint, according to its nature. The information shall also include the address, telephone and Internet contact details and the postal address of the competent authority or conciliation body in the place where the consumer resides or is staying. The information shall also indicate whether the Service Provider will use the conciliation body procedure to settle the consumer dispute.

If any consumer dispute between the service provider and the consumer is not resolved in the course of the negotiations, the consumer shall have the following means of redress:

The Client may contact the conciliation body in the county of residence, whose contact details can be found here: https://bekeltetes.hu/udvozlo

The conciliation body of the consumer's place of residence or domicile is competent for the procedure. In the absence of the consumer's place of residence or domicile, the competence of the conciliation body is based on the place of establishment of the undertaking concerned by the consumer dispute, in this case the Service Provider's. The consumer may request that another conciliation body shall handle the dispute.

In addition to the conciliation procedure, the consumer may also have recourse to the general consumer protection authority (https://kormanyhivatalok.hu/) and to the Hungarian civil courts.

ANNEX 1

Right of withdrawal/cancellation

You have 14 days to withdraw from this contract without giving any reason. Likewise, if the contract for the provision of services has started, you have the right to terminate the contract without giving any reason within 14 days.

The withdrawal/cancellation period expires 14 days after the date of conclusion of the contract.

If you wish to exercise your right of withdrawal/cancellation, you must send a clear statement of your intention to withdraw/cancel (e.g. by post or by electronic mail) to the following address: hello@pelove.online or 7623 Pécs, Kálvin utca 1. 4. em. 8. ajtó.

You can also use the attached model withdrawal/cancellation form for this purpose.

You will exercise your right of withdrawal/cancellation in time if you send your withdrawal/cancellation before the deadline indicated above.

Legal effects of withdrawal/cancellation

If you withdraw from this contract, we will refund any consideration paid by you immediately, but no later than 14 days after receipt of your notice of withdrawal. The refund will be made by the same method of payment as that used for the original transaction, unless you expressly agree to a different method of payment; you will not incur any additional costs as a result of this method of refund.

If you have asked for the service to start within the period of notice, you will be liable to reimburse us for the pro rata amount of the service provided up to the date of termination. We will likewise refund any part of the consideration you have paid us in excess of the consideration for the service we have provided."

ANNEX 2

Sample withdrawal/cancellation notice (fill in and return only if you wish to withdraw from the contract)

Adressee: **NATURA LABS KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG** (7623 Pécs, Kálvin utca 1. 4. em. 8. ajtó) hello@pelove.online

I, the undersigned, declare that I/we exercise my/our right of withdrawal/cancellation in respect of the contract for the sale of the following goods or the provision of the following services:

Date of conclusion/acceptance of the contract:

Name of consumer(s):

Address of consumer(s):

Signature of the consumer(s) (in case of paper declaration only): Dated:

ANNEX 3 Information on warranty rights

In the event of defective performance by NATURA LABS KFT, you may assert a claim against the company under the rules of the Civil Code.

What rights do you have under a claim for warranty?

You may, at your option, make the following claims:

You can ask for repair or replacement, unless the claim you have chosen is impossible or would involve disproportionate additional costs for the company compared with other claims. If you did not or could not ask for the repair or replacement, you can ask for a proportionate reduction in the price, or you can have the defect repaired or replaced at the expense of the undertaking, or, as a last resort, you can withdraw from the contract. In the case of a contract between a consumer and a business for the sale of goods which are movable, the supply of digital content or the provision of digital services, you cannot, in exercising your rights under the implied warranty, repair the defect yourself or have it repaired by another person at the expense of the business. You can switch from one warranty right to another, but you will bear the cost of the switch, unless it was justified or the business gave a reason for it.

What is the time limit for you to claim warranty?

You must notify us of a defect as soon as you discover it, but no later than two months after the defect is discovered. However, you should be aware that you cannot claim for a defect after the two-year limitation period from the date of performance of the contract. For second-hand goods, this period is at least one year.

Who can you claim your rights against?

You can enforce your rights against the business.

What are the other conditions for enforcing your rights?

Within one year from the date of performance, there are no conditions for exercising your right to claim under the guarantee other than the notification of the defect if you can prove that the product or service was provided by NATURA LABS Ltd. However, after one year from the date of performance, you will be obliged to prove that the defect which you have discovered existed at the time of performance.