

GENERAL TERMS AND CONDITIONS OF PARTICIPATION IN "DANCE PLUS ASSOCIATION" COURSES AND LESSONS

1. Recitals

- 1.1 The following are the General Terms and Conditions of Dance Plus z. s., an association with its registered office in Prague 1, Staré Město, at Národní 961/25, Postal Code 110 00, IČO 016 38 823, registered in the Commercial Register maintained by the Municipal Court in Prague, Section L, File 25702 (hereinafter "Dance Plus Association"). Dance Plus Association provides particularly teaching services in the area of art and dance.
- 1.2 These General Terms and Conditions stipulate the mutual rights and obligations of Dance Plus Association and the participants in courses, dancing lessons and any other events organised by Dance Plus Association (hereinafter the "participants" or a "participant").
- 1.3 The courses and dance lessons of Dance Plus Association take place in the premises of Dance Perfect studio operated by DANCE PERFECT s.r.o., a company with its registered office in Prague 1, Staré Město, at Národní 961/25, Postal Code 110 00, Id. No.: 278 70 081, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 123003 (hereinafter "Dance Perfect Studio").

2. Registration in Courses and Execution of Contract

- 2.1 Registration in a specific course is made on the basis of a written filled-in registration form delivered by the participant to Dance Plus Association either in person at the reception of Dance Perfect Studio, by post or by means of an electronic form. At the time when Dance Plus Association confirms to the participant (in writing or by e-mail) that it has received a properly filled-in registration form, a services contract is automatically entered into between Dance Plus Association and the participant.
- 2.2 The list of courses provided by Dance Plus Association, as published on the website of Dance Perfect Studio (i.e. www.danceperfect.cz) or in other promotional materials, does not constitute a binding proposal for execution of a contract; such a proposal is made only upon delivery of a properly filled-in registration form by a participant.
- 2.3 The mutual contractual relationship includes the obligation of Dance Plus Association to secure the provision of services consisting in teaching dance or other services based on the parameters published in the list of courses on the website or other promotional materials of Dance Plus Association and the corresponding obligation of the participant to pay the agreed price for the provision of these services to Dance Plus Association.
- 2.4 By signing the registration form, the participant confirms that (s)he has become acquainted, in detail and to the full extent, with these General Terms and Conditions and that (s)he fully agrees with them without any reservations. These General Terms and Conditions are an integral part of the executed services contract.
- 2.5 Furthermore, by signing the registration form, the participant confirms that (s)he has become thoroughly acquainted with the rules of operation and the safety regulations of Dance Perfect Studio and that (s)he is sufficiently familiar with his/her own state of health, where this state of health does not fully or partly prevent him/her from using the services of Dance Plus Association.
- 2.6 If a certain course is ordered for the benefit of a third party, the latter (the participant) is bound by the services contract and the General Terms and Conditions of participation in the courses and lessons of Dance Plus Association as from the time when the third party expresses consent to the ordered course. The consent may be expressed either by means of an application for booking a certain date and time for the course, by confirmation of a previously proposed date and time of the course or at the time of first participation in the course. The person ordering the course is obliged to acquaint the third party (participant) for whose benefit the course is ordered with the contents of the contract and General Terms and Conditions.

3. General Rules of Organisation of Courses

- 3.1 The scope of the courses, individual lessons and other events provided, including their prices, is based on the applicable offer of Dance Plus Association valid at the time of ordering the service.
- 3.2 The dates and times of the individual lessons follow from the schedule published before the beginning of each period and then updated from time to time by Dance Plus Association. Up-to-date information is provided on the website www.danceperfect.cz and is also displayed in the premises of Dance Perfect Studio. Each participant is obliged to regularly check this up-to-date information and become acquainted in due time with any changes.
- 3.3 The services of Dance Plus Association include particularly the provision of (a) half-year courses; (b) short-term courses and (c) preparation of hobbyist artistic and competitive dance groups.

4. Half-Year and Short-Term Courses

- 4.1 Dance Plus Association shall reserve a place for a participant in a specific chosen course for the period of 24 hours from confirmation of acceptance of the registration form. If the participant fails to pay the price of the course within this period, the reservation and the services contract between Dance Plus Association and the participant automatically terminate.
- 4.2 If a course has already begun, Dance Plus Association may include a participant in the course based on its own discretion and particularly based on the capacity of the course. In that case, the participant is obliged to pay a proportional part of the price of the course, corresponding to the number of calendar months in which the participant will participate in the given course. However, the participant is not automatically entitled to be included in a course that has already begun.
- 4.3 The Dance Plus Association may permanently or for a certain period of time change the venue of a course, the teacher of the given course or the programme of the course (provided that at least the basic parameters of the course and the original number of lessons are maintained). The Dance Plus Association is obliged to inform the participants of such a permanent or temporary change at least 3 days in advance by an e-mail message or in some other suitable form. The Dance Plus Association may also change the date and time of the entire course, whether permanently or for a certain period of time. If a participant is unable to participate in the course at the new date and time, he/she is entitled to a refund of the paid price of the course (or the price of its unattended part if the change occurs after the course has begun), unless the change in the date and time occurs due to force majeure pursuant to Article 4.7.
- 4.4 In case of illness or other absence of a teacher, Dance Plus Association may replace the teacher as required by a different teacher with the same or similar qualifications, even repeatedly. If a different teacher is not available before the beginning of a particular lesson in the course, the lesson may be cancelled and the participants may be offered this lesson at a different date and time. In respect of the

first substitute lesson within a given course, the participants who are unable to participate in the lesson at the new date and time are not entitled to a refund of the proportional part of the price of the course. In respect of any further substitute lessons, a participant who has already been previously offered at least one substitute lesson in which (s)he was unable to participate, and is now again unable to participate, has the right to a refund of the proportional part of the price of the course (i.e. the price of the particular lesson).

- 4.5 If a lesson is missed, a participant in a half-year course may make up for up to 5 missed lessons in other courses of the same or similar type, duration, price and age group. In courses purchased for a shorter period of time (i.e. if the participant signs up after the beginning of the course), the participant has the right to make up for missed lessons *pro rata* in the ratio to the total length of the course in which (s)he is participating. The participant must make up for all the missed lessons during the same half year as that in which the course is provided. After expiry of this period, the participant loses the right to make up for any missed lessons.
- 4.6 The possibility of compensation for the missed lessons under the preceding paragraph 4.5 of these General Terms and Conditions does not apply to participants in the preparation of artistic and competition groups Junior Dance, and Hip Hop competition teams.
- 4.7 If the courses or individual lessons cannot take place at the determined date and time due to force majeure, the Dance Plus Association shall not be in delay with performance of its duties arising from services contracts. In such a case, the participant is not entitled to withdraw from the services contract, but he/she is entitled to choose substitute lessons from the dates and times specified by the Dance Plus Association on the basis of an extraordinary schedule compiled by the Dance Plus Association after the force majeure has ceased. Utilisation of substitute lessons outside of the extraordinary schedule is not possible. After prior agreement with the Dance Plus Association, compensation for missed children's courses may also be utilised by their adult family members by participation in courses of their choice specified in the extraordinary schedule (i.e. "Open Class" fitness lessons, etc.). In the sense of these Terms and Conditions, force majeure means an extraordinary, unforeseeable, unavoidable and non-culpable (by the Dance Plus Association) circumstance that makes it impossible to hold courses and lessons at the determined date and time (e.g. war, civil commotion, strike, mobilisation, uprising, natural disaster, epidemic, pandemic, blackout, etc.).

5. Participation of Children in Lessons

- 5.1 Persons under 18 years of age may participate in courses or individual lessons of Dance Plus Association only with the explicit consent of their parents or legal representative. Persons under 10 years of age may participate in children's classes only if they are accompanied by at least one parent, other legal representatives or an adult person who accompanies them with the consent of the legal representative (hereinafter "accompanying adult person").
- 5.2 The parents, other legal representatives or accompanying adult persons are responsible for the children (i.e. particularly for any harm caused by the child to the health or property of third parties, and also for any injury or harm incurred by the child) until the children are taken over by the teacher of the given course upon entry to the hall and, after the end of the given lesson or when the children end their participation therein, immediately after taking them over from the teacher at the same place. The parents, other legal representatives or accompanying adult persons are obliged to supervise the children during the entire period of time when they are present on the premises of Dance Perfect Studio before the beginning and after the end of the given lesson. If children participate in a lesson without being accompanied, Dance Plus Association cannot accept responsibility for them, except for the period when the children are present in the hall with the teacher during the lesson.
- 5.3 If a child, in view of his/her age, cannot attend the entire lesson without interruption and must leave the hall, the responsibility for the child is taken over at this time by the parent, other legal representative or accompanying adult person, until the child again enters the hall where the lesson is taking place.

6. Obligations of Participants in Lessons

- 6.1 When attending a course or an individual lesson, a participant is obliged to comply with instructions of Dance Plus Association and the teachers or other persons providing services to the participant on behalf of Dance Plus Association. Furthermore, a participant is obliged to adhere to the rules of operation of Dance Perfect Studio, which are available on the website at www.danceperfect.cz and at the place of the course.
- 6.2 During attendance in the courses organised by Dance Plus Association, a participant may not (a) interfere with organisation of the course; or (b) bother other participants in the course by his/her behaviour; and is obliged to comply with the principles of hygiene and decent behaviour.
- 6.3 If a participant ascertains that his/her state of health does not allow him/her to continue attending a course or continued attendance could endanger his/her state of health, (s)he is obliged to report this fact immediately at the reception of Dance Perfect Studio and immediately leave the given lesson.
- 6.4 The participants are obliged to safely lock their lockers where they leave their belongings; lockers are intended for the storage of belongings with a total value of up to CZK 20,000. Dance Plus Association assumes no responsibility for belongings left outside a locked locker. Dance Plus Association strongly recommends all visitors not to bring higher amounts of money, valuables and expensive things to the lessons. Should a participant bring things with a value exceeding CZK 20,000 to the premises of Dance Perfect Studio, the participant shall be obliged to inform Dance Perfect Studio staff accordingly and deposit such items at the reception.

7. Price and Payment Terms

- 7.1 The prices of the courses are given in the pricelist of Dance Plus Association valid at the time of ordering the course unless some other price is agreed. The specific price of the course is always set out on the payment receipt sent or handed over in person to each participant.
- 7.2 The price of the courses is payable within 24 hours of confirmation of the participant's registration form by Dance Plus Association or before the beginning of the first lesson, whichever is earlier, unless the parties agree otherwise.
- 7.3 The price may be paid by the participant by wire transfer to the account of Dance Plus Association or in person (in cash or by payment card) at the venue of the course unless agreed otherwise in a given case, within the deadlines set out in Art. 7.2. If the price of the course is not paid within this deadline, Dance Plus Association is entitled to refuse to provide services to the participant until the outstanding amount is paid.

8. Liability for Damage

- 8.1 A participant is liable for any damage (s)he causes to Dance Plus Association or any third party in relation to his/her attendance in the course.
- 8.2 Dance Plus Association is liable to the participants for any harm to the health or property if such damage was caused by an employee or other worker of Dance Plus Association either intentionally or by gross negligence.
- 8.3 Dance Plus Association is not liable for any harm to the health or property caused by a participant to him/herself intentionally, by negligence, recklessness or overestimation of his/her physical shape.
- 8.4 Dance Plus Association is not liable for any harm to the health or property incurred by a participant as a result of non-compliance with a procedure or instructions of Dance Plus Association or its teachers under Art. 6 above.
- 8.5 Dance Plus Association cannot be held liable for any damage caused to things or loss of things that were left at variance with Art. 6.4 outside a locker, i.e. were deposited outside the spaces intended for this purpose or, in case of things with value exceeding CZK 20,000, at the reception of Dance Perfect Studio.

9. Withdrawal by Dance Plus Association

- 9.1 Dance Plus Association is entitled to immediately withdraw from the services contract in the event that circumstances independent of its will prevent it from providing services at the agreed date and time and also at a substitute date and time, if appropriate. In that case, the participant is entitled to a refund of the paid price of the course or the price of its unused part if the withdrawal (i.e. cancelation of the entire course) occurs after the course has begun. In these cases, the parties may agree on the provision of some other substitute service (e.g. a similar course at a different date and time and within a corresponding scope).
- 9.2 Furthermore, Dance Plus Association is entitled to immediately withdraw from the services contract on the grounds of gross breach of the participant's obligations following from these General Terms and Conditions (particularly those stipulated in Art. 6.2), from the rules of operation or from the executed services contract.
- 9.3 Dance Plus Association is entitled to expel forthwith from a lesson a participant who repeatedly or grossly breaches his/her obligations following from these General Terms and Conditions (particularly those stipulated in Art. 6.2), from the rules of operation of Dance Perfect Studio or from the executed services contract. In that case, the given participant is obliged to leave the premises where the lesson is taking place without delay.

10. Withdrawal by a Participant

- 10.1 A participant is entitled to withdraw from the services contract immediately in the event of gross breach of the obligations of Dance Plus Association following from these General Terms and Conditions or the executed services contract. In that case, the participant is entitled to a refund of the paid price of the course or the price of its unused part if the withdrawal occurs after the course has begun.
- 10.2 A participant is further entitled to withdraw from the services contract on the grounds of health reasons duly demonstrated by a document issued by the given physician, having the character of a serious prolonged (several-month) disease or serious injury. In that case, the participant is obliged to pay Dance Plus Association the following cancelation fees:
- (a) 20% of the price of the ordered course if the withdrawal occurs not later than 7 days before the commencement of the course;
 - (b) 60% of the price of the unused part of the course if the withdrawal occurs later than 7 days before the commencement of the course or at any time after it has begun.
- 10.3 A participant is also entitled to immediately withdraw from the services contract without stating the reason for withdrawal. However, in that case, the participant is obliged to pay Dance Plus Association the following cancelation fees:
- (a) 50% of the price of the ordered course if the withdrawal occurs not later than after the first lesson in the course;
 - (b) 100% of the price of the ordered course if the withdrawal occurs at any time after the beginning of the second lesson in the course or later.
- 10.4 Only the price of the unused part of the course shall always be refunded in the event of withdrawal. The aforementioned cancelation fees shall be set-off against the participant's entitlement to a refund of the unused part of the course.

11. Personal Data Protection

- 11.1 Information on processing of personal data of participants by Dance Plus Association and consent to personal data processing constitutes a separate document.

12. Final Provisions

- 12.1 These General Terms and Conditions are valid from June 1, 2020.
- 12.2 Dance Plus Association is entitled to modify these General Terms and Conditions at any time, where the new version shall be effective from the date of publication of the General Terms and Conditions on the website at www.danceperfect.cz. These General Terms and Conditions in the version effective as of the date of execution of the services contract concerning a specific course are applicable to all the participants. If these General Terms and Conditions are modified after the execution of the services contract, the participant shall be informed of such a change in writing at Dance Perfect Studio, and at the website www.danceperfect.cz. Should the participant disagree with the changes, (s)he may terminate the contract by written notice delivered to the address of Dance Plus Association, at Národní 961/25, Prague 1 within 7 days of the effective date of the change; otherwise, the participant agrees with the changes.
- 12.3 Should any provisions of these General Terms and Conditions become invalid or ineffective, this shall in no way prejudice the validity of the other provisions or the validity and effectiveness of these General Terms and Conditions as a whole. The parties shall replace the invalid or ineffective provisions of these General Terms and Conditions with such valid or effective provisions that correspond as far as possible to the sense and objective of the invalid or ineffective provisions.
- 12.4 These General Terms and Conditions have been drawn up and are available in the Czech and English language versions. In case of any discrepancies between the language versions, the Czech version shall prevail.

12.5 Any and all contractual relationships arising out of these General Terms and Conditions or from the executed services contract shall be governed by the generally binding legal regulations of the Czech Republic. In Prague, on June 1, 2020

Dance Plus z. s.

Mgr. Lenka Ottová, signed
Chairman

INFORMATION ON PERSONAL DATA PROCESSING

The person participating in the course or lesson (hereinafter the “participant”) acknowledges the processing of his/her personal data within the scope of the **name and surname, date of birth, telephone number, e-mail address, contact address** (hereinafter the “Personal Data”) by an association **Dance Plus z. s.** with its registered office in Prague 1, Staré Město, at Národní 961/25, Postal Code 110 00, Id. No. 016 38 823, registered in the Commercial Register maintained by the Municipal Court in Prague, Section L, File 25702, telephone: +420 221 085 260, e-mail: info@danceperfect.cz (hereinafter “Dance Plus Association”), which shall, as the **controller**, process the provided Personal Data **for the purpose of** the performance of the rights and the obligations related to the conclusion of the services contract between the participant and Dance Plus Association.

Dance Plus Association processes the Personal Data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as amended (hereinafter the “GDPR”), either using an electronic system, or manually. The Personal Data shall be stored in electronic files where they shall be processed for the above purposes. Where a Personal Data breach is likely to result in a high risk to the rights and freedoms of natural persons, **Dance Plus Association shall communicate the breach to the participant without undue delay.**

The provision of the Personal Data represents a **necessary prerequisite for the execution of the services contract** between the participant and Dance Plus Association. The provision of the Personal Data is thus **mandatory** for the purposes of the performance of the rights and the obligations related to the execution of the services contract. **Without the provision of** the Personal Data, Dance Plus Association **cannot provide the services** specified in the services contract. The Personal Data shall be stored for the period of one year from termination of the services contract between the participant and Dance Plus Association.

Furthermore, the participant acknowledges that the Personal Data may be provided to the following **processors**:

- HTK Pro s.r.o., with its registered office at Prosecká 811/76a, Prosek, 190 00 Prague 9, Id. No. 25627104, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 56014;
- DANCE PERFECT, s.r.o., with its registered office in Prague 1, Staré Město, at Národní 961/25, Postal Code 110 00, Id. No. 278 70 081, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 123003;
- Mgr. Lenka Ottová, with her registered office in Prague 1, at Zlatnická 1130/12, 110 00, Id. No. 411 33 315.

The participant acknowledges that, pursuant to Articles 12 to 22 of the GDPR, (s)he has, in particular, **the following rights**:

- to obtain a confirmation from Dance Plus Association of whether or not the Personal Data are being processed, and, if so, to request **access** to the Personal Data;
- **rectification** or supplementation of inaccurate Personal Data;
- **erasure** of the Personal Data if: (i) the Personal Data are no longer necessary for the purposes of the processing; (ii) the participant withdraws the consent to processing of the Personal Data for the given purpose, and the Personal Data may no longer be processed for such a purpose; (iii) the participant objects to the processing of the Personal Data and there are no overriding legitimate grounds for the processing; (iv) the Personal Data have been unlawfully processed; (v) the Personal Data have to be erased for compliance with a legal obligation of Dance Plus Association; or (vi) the Personal Data have been collected in relation to the offer of information society services to a child;
- **restriction of processing**, if: (i) the accuracy of the Personal Data is contested by the participant; (ii) the processing is unlawful and the participant opposes the erasure of the Personal Data and requests the restriction of their use instead; (iii) Dance Plus Association no longer needs the Personal Data for the purposes of the processing, but they are required by the participant for the establishment, exercise or defence of legal claims; or (iv) the participant has objected to processing of the Personal Data pending the verification whether the legitimate grounds of Dance Plus Association override those of the participant;
- **Personal Data portability**, i.e. to obtain from Dance Plus Association the Personal Data in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller;
- **object at any time to processing** of the Personal Data concerning his or her particular situation;
- not to be subject to a decision based solely on automated processing, including profiling;
- **lodge a complaint** with the Office for Personal Data Protection if the participant believes that the processing of the Personal Data is at variance with legal regulations.

If the participant does not refuse, the participant’s contact details (i.e. the participant’s e-mail address and/or e-mail address of his/her legal representative and the participant’s telephone number and/or telephone number of his/her legal representative) may also be processed on the basis of the legitimate interest of Dance Plus Association **for the purpose of sending commercial communications** concerning the products and services of Dance Plus Association by electronic means pursuant to Act No. 480/2004 Coll., on certain Information Society services and amendment to certain laws (the Information Society Services Act), as amended, for a maximum period of 3 years of the execution of the last services contract between the participant and Dance Plus Association, or until refusal to receive such commercial communications by the participant. The participant’s contact details are provided voluntarily for the purposes of sending commercial communications.

CONSENT TO PERSONAL DATA PROCESSING

By virtue of attaching his/her signature and **checking the box below**, the undersigned participant **GRANTS** to Dance Plus Association his/her **EXPRESS CONSENT to the processing of his/her Personal Data**

for the purpose of sending and creating surveys, questionnaires and other materials concerning customer satisfaction with the services provided by Dance Plus Association for evaluation of the services of Dance Plus Association;

for a period of 3 years or until withdrawal of this consent.

The undersigned participant confirms that (s)he is aware of the fact that the provision of the Personal Data for the above-specified purpose is **voluntary** and **legitimate** on the grounds of the participant's consent, and that refusal to grant the consent will not affect the processing of the Personal Data for the purposes of the performance of the rights and obligations related to the conclusion of the services contract between the participant and Dance Plus Association, and for the purpose of sending commercial communications.

The participant has right to withdraw the consent free of charge at any time in any manner using the relevant contact details of Dance Plus Association without any penalty. Withdrawal of the consent shall not prejudice the processing of the Personal Data carried out prior to the withdrawal and the processing of the Personal Data for the purposes of performance of the rights and obligations related to the conclusion of the services contract between the participant and Dance Plus Association, and for the purpose of sending commercial communications. In case of any doubts, please contact Dance Plus Association or directly the Office for Personal Data Protection.

On: _____

Name: _____

Surname: _____

* Signature: _____

** Name and surname of the legal representative: _____

** Signature of the legal representative: _____

* Do not fill in if the participant is represented by a legal representative

** Applies to participants who are minor children