

Terms and Conditions

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Definitions

These Terms and Conditions use the following definitions:

- Think Up means Think Up, Amsterdam, The Netherlands, Chamber of Commerce number: 50696556;
- Material/Materials means the Think Up logo, the app design, the audio guides categories, the audio guides titles and the audio guides content;
- Service means the Think Up app called 'flow balance & ease', the Website www.thinkup.nl, Alexander Technique lessons, or individual or group lessons in the Alexander Technique;
- Terms and Conditions (also referred as "Terms") means these Terms and Conditions, which form the entire agreement between You and Think Up regarding the use of the Service and Your legal relationship with Think Up;
- Website means the Think Up Alexander Technique Maaikse Aarts website www.thinkup.nl;
- You means the individual accessing or using the Service, or a company or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

1. Acknowledgement

These are the Terms and Conditions governing the use of the Service and the legal relationship between You and Think Up. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

The Terms and Conditions apply as soon You download the 'flow, balance & ease' app.

Your access to and use of the Service is conditional on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

If You disagree with any part of these Terms and Conditions, then You may not access the Service.

By accessing and using the Service, You also agree to the Think Up's **privacy statement**. Think Up's privacy statement describes its policies and procedures on the collection, use and disclosure of Your personal data when You use the Application, have individual or group lessons, or use the Website. It tells You about Your privacy rights and how the law protects You. Please read Think Up's **privacy statement** carefully before using the Service.

2. Payment terms

Think Up's 'flow, balance & ease' app does not collect financial information for membership purchases and does not store any payment information directly. In-app purchase transactions with Think Up and the storing of payment information are managed and handled entirely by Your app store provider and are not the responsibility of Think Up. Your app store provider is behind the billing, processing and charging for in-app purchases. If You have any payment related issues with in-app purchases, then You should contact Your app store provider directly.

3. Subscription

Subscriptions start as soon as You subscribe and are month-to-month from that day onwards. Subscriptions auto-renew at the end of each monthly billing cycle. You may cancel at any time at least 24 hours before the end of the billing cycle. You should do so directly with Your app provider for in-app purchases.

No refunds will be issued for the current billing cycle. You can view Your account to ascertain Your subscription information.

When You purchase a subscription, You will initially be charged at the rate applicable at the time of Your agreement to subscribe.

If Think Up later increases the price of the subscription, it will notify You via email. The increase will apply to the next payment due from You after the notice, provided that You have been given at least 10 days' prior notice before the charge is made. If You are given less than 10 days' prior notice, the price increase will not apply until the payment after the next payment due.

All payments made are non-refundable and non-transferable, and no suspension, rebate or reckoning up is allowed. If You have any concerns or objections about charges, You agree to raise them with Think Up first and You agree not to cancel or reject any credit card or third-party payment processing charges unless You have made a reasonable attempt at resolving the matter directly with Think Up.

4. Use of the app

Listening to and using the audio guides in the 'flow, balance & ease' app is at Your own risk. Always use common sense and caution! Do not use the app or listen to the audio guides while working with (heavy) machinery or while in busy traffic. If You listen to an audio guide on Your bike, or while driving, running or walking, only do so if permitted by the laws of Your country. Before You use the app and before You listen to the audio guides included in it, make sure You have checked Your surroundings carefully, and make sure the space around You is clear. Always use Your common sense, put Your mobile phone safely in Your pocket or in a phone holder and always put in Your earphones. Do not endanger Yourself or others in any way.

In addition, audio guides should always be listened to in a safe, well-lit space, free of obstacles and with clothing that allows free movement. If You feel light-headed, dizzy or faint, or if You notice any discomfort, stop immediately and consult Your physician. Be sure to monitor Your condition while listening to the audio guides and stay within Your limits.

5. Minors

The use of the Think Up 'flow, balance & ease' app is for persons aged eighteen (18) or older. Minors may use the Service only after they have clear parental or guardian consent.

6. Privacy terms

Read Think Up's **privacy statement** carefully. The app does not store or collect any personal data. Think Up may use third-party service providers to monitor and analyse the use of the Service.

Think Up uses Google Analytics for the Website. Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of the Service. This data is shared with other Google services. Google may use the collected data to contextualise and personalise the ads on its own advertising network.

7. Limitations and exclusions of liability

You agree that You will be listening to the audio guides at Your own risk. Think Up is not liable for any mental, emotional or physical damage, including but not limited to bodily harm, illness or death that may result from the use of the Service.

Except with respect to any claim arising out of wilful misconduct or gross negligence, Think Up is not liable for any damages whatsoever arising out of or related to the Service or any act, omission or event occurring in

connection therewith. If Think Up is liable, its liability for any damages whatsoever is limited to the amount You paid for the Service in the year that the damage occurred.

Think Up provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free, or that any errors or defects can or will be corrected.

Without any limitation to the foregoing, neither Think Up nor any of Think Up's providers makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service or the information, content, and Materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or emails sent from or on behalf of Think Up are free of viruses, scripts, Trojan horses, worms, malware, time-bombs or other harmful components.

8. Governing law

Your legal relationship with Think Up, these Terms and Conditions and Your use of the Service are governed solely by the laws of the Netherlands.

9. Disputes resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting Think Up.

10. Translation

These Terms and Conditions may have been translated if Think Up has made them available to You through the Service. You agree that the original English text shall prevail in the event of a dispute.

11. Intellectual property

The Service and its original content, features and functionality are and will remain the exclusive property of Think Up Alexander Technique, owned and managed by Maaïke Aarts. You acknowledge and agree that all Materials on the Service are made available to You for limited, non-commercial, personal use only. No Material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, disclosed to the public or distributed in any way, or otherwise used for any purpose, by any person or entity, without Think Up's prior express written

permission. You may not add, delete, distort, or otherwise modify the Material. Any unauthorised attempt to modify any Material, to defeat or circumvent any security features, or to utilise the Service or any part of the Material for any purpose other than its intended purposes is strictly prohibited.

12. Links to other websites

The Service may contain links to third-party websites or services that are not owned or controlled by Think Up Alexander Technique.

Think Up Alexander Technique has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third-party websites or services. You further acknowledge and agree that Think Up Alexander Technique shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

13. Changes

Think Up reserves the right, at its sole discretion, to revise, modify or replace these Terms at any time. If a revision is material, Think Up will endeavour to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Think Up's sole discretion.

By continuing to access or use the Service after such revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You do not have the right to continue using the Service.

14. Termination

Think Up may terminate or suspend Your account or access to the Service immediately, without prior notice or liability, for any reason whatsoever, including - without limitation - if You breach the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

15. Contact

If You have any questions about these Terms and Conditions, You can contact Think Up by email: m@thinkup.nl