# **Terms and Conditions & Privacy Policy**

#### **Classes, Workshops, and Events**

Participation in Inside Defence classes, workshops, and events requires a minimum age of 18, unless otherwise stated.

#### Liability

Inside Defence invests a significant amount of time and attention to safety during classes, workshops, and events. By agreeing to the terms and conditions on our website or by signing the registration form, contract, or quote, the student/client explicitly declares to participate in the classes, workshops, and events of INSIDE DEFENCE at their own risk. Any costs resulting from accidents, injuries, or other damages incurred during participation in the classes, workshops, or events will be borne entirely by the student/participant(s)/client. Participation in the classes, workshops, and events of INSIDE DEFENCE and the use of equipment and materials is entirely at your own risk. INSIDE DEFENCE is not responsible for any damage or injury sustained during the classes, workshops, or events, nor for damage or loss of clothing/material/items that are present at or left behind at the training location. Participants remain responsible for any lost items left at the location, and any resulting costs will be at their own expense. INSIDE DEFENCE accepts no responsibility, and the participant releases INSIDE DEFENCE from all liability.

Participants in INSIDE DEFENCE events (regular classes, workshops, seminars, courses, etc.) declare that they have no criminal record with the Justice Department. If requested by the instructor, the participant must present a Certificate of Good Conduct (VOG). Costs related to this are to be borne by the participant.

INSIDE DEFENCE reserves the right to remove participants who do not comply with the above article from the training location. This may also result in the unilateral and immediate termination of the membership by INSIDE DEFENCE. INSIDE DEFENCE is also entitled to remove participants from the training location and/or unilaterally terminate the membership immediately if INSIDE DEFENCE believes there is a justified reason to do so. Justified reasons include (but are not limited to) medical necessity, disruptive or abnormal behavior (before, during, or after classes, workshops, or events), failure to comply with instructions from INSIDE DEFENCE, or if the business operations of INSIDE DEFENCE are or may be negatively affected.

The assessment of whether there is a justified reason is entirely at the discretion of INSIDE DEFENCE and is not subject to appeal.

#### Memberships

INSIDE DEFENCE offers several membership options. The most up-to-date memberships and prices can be found on our website <u>Rates & Registration</u>.

(www.insidedefence.nl/tarieven-inschrijven/

Trial classes during regular lessons can be followed via a free trial week or free trial lesson. For private lessons, it is not possible to take a free trial lesson.

Students will be notified of upcoming changes in fees before they take effect. Membership fees owed by the member can be adjusted unilaterally by INSIDE DEFENCE.

The student has the right to terminate the agreement within 1 month after the end of the last agreed term if they do not wish to accept the changed fees.

INSIDE DEFENCE operates with automatic direct debit payments via Ideal. Registration takes place by fully completing the registration form from our partner Eversports.

Membership starts from the moment the subscription is purchased via Eversports, and the payment is received. The registration is automatically renewed.

The collection of the monthly fee is independent of whether or not the member participates in the training sessions.

### **Default on Payment**

If payment as described above is not made, for example due to insufficient funds or cancellation for any reason, the amount will be included in the next collection (without fees). Afterward, an administration fee of  $\in$ 15 will be charged. The member is then given two weeks to pay the outstanding amount.

If the member remains in default after this two-week period, the claim will be handed over to a collection agency. All associated costs will be borne by the member. This does not affect INSIDE DEFENCE's authority to terminate the agreement due to non-compliance with payment obligations. The member may be denied access to the facility without the payment obligation being waived.

#### **Adjusting Class Times**

INSIDE DEFENCE reserves the right to adjust opening hours.

On official public holidays and during school vacations, INSIDE DEFENCE is entitled to be closed without this leading to a reduction or refund of the membership fee.

On days when the instructor is absent due to training, courses, or illness, efforts will be made to find a substitute instructor. If no substitute is found in time, the class may be canceled.

# Refunds

Refunds of membership fees, purchased lesson cards, prepaid private lessons, trial lesson packages, clothing, or equipment, and prepaid seminars or workshops will not be granted.

# **Canceling Membership**

Inside Defence has no cancellation period. Cancellation of the membership is possible at any time.

Cancellation must be done through your Eversports account or by sending a written email to info@insidedefence. Feedback regarding the termination is greatly appreciated. Outstanding payments must be settled at the time of cancellation.

If the member does not terminate the membership in writing, the agreement will remain in effect, and the membership fee will continue to be collected monthly until the actual

termination.

If the member violates the instructions or regulations, this may be grounds to deny further access to the facility and terminate the agreement immediately.

# Kidsafety and Teens Krav Maga

For members under the age of 18, no registration fee is charged.

The membership fee is calculated on an annual basis and will therefore be collected during school vacations. For Kidsafety and Krav Maga lessons for teens, it is not possible to use a 10-class card.

# **School Vacations**

During school vacations in the Amsterdam region, the Kidsafety and Teens Krav Maga lessons will be canceled. For other classes, there may be an adjusted schedule during these periods.

#### **Changes to Terms and Conditions**

Inside Defence reserves the right to amend or supplement these Terms and Conditions. Changes also apply to agreements already concluded, with a notice period of 30 days after notification of the change via electronic communication.

Minor changes can be implemented at any time.

If the client does not wish to accept a change to these Terms and Conditions, they can terminate the agreement by the date the new conditions take effect or on the date the cancellation is received if it is after the effective date of the change.

# Collaboration with the Municipality of Amsterdam and the Youth Sports Fund

Inside Defence is a partner of the Municipality of Amsterdam and the Youth Sports Fund. As part of the basic requirements set by the Municipality of Amsterdam and the Youth Sports Fund, Inside Defence has appointed a confidential advisor in the person of Theresa Wever. Theresa Wever can be reached at theresa (@) insidedefence.nl.

# **Privacy Policy**

#### **Inside Defence**

Inside Defence, located at Tafelbergweg 10, 1055 BN Amsterdam, is responsible for processing personal data as described in this privacy policy.

# **Contact Information**

- Address: Tafelbergweg 10, 1055 BN Amsterdam
- **Phone**: +31627338675
- Data Protection Officer: M. Appelman, reachable at info(@)insidedefence.nl

#### **Personal Data We Process**

Inside Defence processes your personal data because you use our services or because you have provided this data to us. Below is an overview of the personal data we process:

- First and last name
- Gender
- Date of birth
- Address details
- Telephone number
- Email address
- Other personal data actively provided by you, such as by creating a profile on this website, in correspondence, or over the phone
- Customer contact list via an app

#### Special and/or Sensitive Personal Data

Inside Defence processes the following special and/or sensitive personal data:

- Data of persons under 16 years old:
  - Our website and services do not intend to collect data about website visitors under the age of 16 unless they have parental or guardian consent. However, we cannot verify if a visitor is over 16. We encourage parents to be involved in their children's online activities to prevent data collection without parental consent. If you believe we have collected personal data from a minor without consent, please contact us via info(@)insidedefence.nl, and we will delete this information.

# Purpose and Legal Basis for Processing Personal Data

Inside Defence processes your personal data for the following purposes:

- Processing your payment
- Sending our newsletter and/or advertising brochures
- Contacting you by phone or email when necessary to perform our services
- Informing you about changes to our services and products
- Offering you the ability to create an account
- Delivering goods and services to you
- Analyzing your behavior on our website to improve our website and tailor our product and service offerings to your preferences
- Complying with legal obligations, such as data required for tax filings

#### **Mailing List Subscription**

Users of our services are asked to subscribe to our mailing list when registering (whether for a trial or paid license). We use this mailing list to inform our customers periodically about:

- New services
- Seminars
- Schedule changes
- Hints and tips
- Updates to our Terms of Service or Privacy Policy You can unsubscribe from our mailing list at any time, which may result in missing important updates, including those related to our services and changes to our Terms of Service or Privacy Policy.

#### **Automated Decision-Making**

Inside Defence does not use automated decision-making processes that may significantly affect individuals. All decisions are made by humans, not by automated systems.

# **Data Retention**

Inside Defence does not retain your personal data for longer than necessary to fulfill the purposes for which it was collected. We apply the following retention periods for personal data:

• **Personal data**: 7 years (as required by tax authorities)

# **Sharing Personal Data with Third Parties**

Inside Defence does not sell your data to third parties and only shares it if necessary to execute our agreement with you or to comply with legal obligations. We have data processing agreements with companies that process your data on our behalf, ensuring the same level of security and confidentiality. Inside Defence remains responsible for these data processing activities.

# **Data Processing**

When you visit the Inside Defence website, become a member, purchase a trial lesson package, or use our other services, you provide personal data to Inside Defence. We process this data as part of our services, including collecting membership fees. Inside Defence may also contact you by phone, mail, email, or social media regarding your membership and to inform you about its activities, services, products, and promotional purposes.

We may also use members' email addresses for custom audience targeting through Facebook advertising. We upload email addresses into Facebook's advertising tool to create a custom audience group for a targeted campaign. Only Facebook users within that group will see the campaign. For more information, see <u>custom audience targeting</u>.

If you no longer wish to receive emails, newsletters, phone calls, or participate in a custom audience campaign, please notify us via: info(@)insidedefence.nl.

#### **Cookies or Similar Technologies**

Inside Defence uses functional, analytical, and tracking cookies. A cookie is a small text file that is stored in the browser of your computer, tablet, or smartphone when you first visit our website.

We use the following cookies:

Google Analytics: Analytical cookie that measures website visits

 Retention: 2 years

# Access, Modify, or Delete Data

You have the right to access, correct, or delete your personal data. You can do this through your account settings at: <u>https://www.eversports.nl/s/inside-defence</u>

You can also email us at info(@)insidedefence.nl to request account deletion. Additionally, you have the right to withdraw your consent for data processing or object to our processing of your data. You also have the right to data portability, meaning you can request your data to be sent to you or another organization.

To exercise these rights, send a request to info(@)insidedefence.nl with a copy of your ID. Please black out your photo, MRZ (machine-readable zone), passport number, and citizen service number (BSN) for privacy protection.

Inside Defence will respond to your request within four weeks.

If you are unsatisfied with how we handle your personal data, you can file a complaint with the Dutch Data Protection Authority at <u>https://autoriteitpersoonsgegevens.nl/nl/contact-met-</u><u>de-autoriteit-persoonsgegevens/tip-ons</u>.

# **Data Security**

Inside Defence takes the protection of your data seriously and implements appropriate measures to prevent misuse, loss, unauthorized access, unwanted disclosure, and unauthorized changes.

If you believe your data is not properly secured or there are signs of misuse, please contact our customer service or email info(@)insidedefence.nl.