

TERMS & CONDITIONS

Dragonfly Wellness Málaga.

1- LEGAL NOTICE

- **Business Name:** Cole Aaron Scott
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- **Trade Name:** Dragonfly Wellness Málaga
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Website Terms of Use

Access to and use of this website are subject to the following terms:

- **Access and Use:** Access to this website is the sole responsibility of the users. Simply accessing this website does not imply any commercial relationship between Dragonfly Wellness Málaga and the user.
- **Content:** The information contained on this website is of a general nature and is for informational purposes only. Dragonfly Wellness Málaga reserves the right to modify the content of the website without prior notice.
- **User Obligations:** The user agrees to use the website, content, and services in accordance with the law, morality, good customs, and public order. The use of the website for illicit or harmful purposes against Dragonfly Wellness Málaga or any third party is prohibited.
- **Intellectual Property:** The contents of this website (texts, images, designs, etc.) are protected by intellectual property legislation. Their reproduction, distribution, public communication, and transformation, total or partial, are prohibited without the express authorization of Dragonfly Wellness Málaga.
- **Links:** The website may contain links to other web pages. Dragonfly Wellness Málaga is not responsible for the content or privacy practices of these pages.
- **Liability:** Dragonfly Wellness Málaga is not responsible for any errors or omissions that may exist in the content of the website, nor for any damages arising from the use of the website, nor for any action taken based on the information provided therein.
- **Modifications:** Dragonfly Wellness Málaga reserves the right to modify these terms of use at any time.

2. GENERAL TERMS OF THE TRAINING SERVICE

1. Object of the Contract

This contract regulates the provision of personal training and guided group classes by Dragonfly Wellness Málaga ("the Trainer") to the client ("the Client").

2. Types of Services

We offer the following contracting methods for our personal training services:

- **Single Classes:** Using the "One time class" option in the "Plans & Pricing" section, you can hire a single personal training session, with a price of 10€ per session. Remember that you must book the session within one year from the date of purchase. If you do not book the session before the end of the year, the reservation will expire and you will have to purchase the individual session again.
- **Monthly Subscription Programs:** We offer training plans with access to a certain number of weekly classes, with different price options:
 - 2 classes per week: 40€ per month.
 - 3 classes per week: 60€ per month.
 - Unlimited classes: 100€ per month.

3. Contracting Services

- **Single Classes:** The contract is made by prior reservation through the website or by contacting the Trainer directly. The contract is concluded only for the reserved session.
- **Monthly Subscription Programs:** The contract is made through the website, using our subscription system (developed by Wix). The subscription contract is automatically renewed each month, unless the Client cancels the subscription before the renewal date.

4. Price and Payment Method

The price of the services is indicated on the website and will be confirmed at the time of contracting. Payment will be made through Wix Payments, the payment provider of the website. We recommend that you visit our Privacy Policy for more details about the data that Wix will collect and the legal basis for processing.

You can visit the Wix Payments terms of service here: [Wix Payments Terms of Service | Wix.com](#)

5. Cancellation and Modification

The Client may cancel the subscription at any time through their Wix account. Cancellation will be effective at the end of the current billing period. **No refunds will be made for periods already paid for.**

All classes booked through your subscription are reschedulable, within the limit of classes you have purchased according to your subscription. If you are unable to attend a class, we strongly ask that you notify us at least **3 hours** before the scheduled time.

IMPORTANT: Please visit our complete Cancellation Policy to know the specific details about cancellations and refunds for subscribers.

6. Responsibility and Assumption of Risks

(i) Trainer's Responsibilities:

- The Trainer undertakes to provide the contracted services with due diligence, applying the knowledge and techniques of their profession and respecting the established safety and hygiene regulations.
- The Trainer has professional liability insurance that covers possible damages caused to the Client during the provision of services, provided that these damages are the direct consequence of negligent or reckless action by the Trainer.
- The Trainer is not responsible for damages that may arise from the Client's failure to comply with the instructions and recommendations given by the Trainer, nor for those that are the consequence of pathologies or pre-existing conditions of the Client that have not been previously communicated to the Trainer.

(ii) Client's Responsibility and Assumption of Risks:

- The Client declares to know and assume the risks inherent in the practice of physical and sports activity, including the possibility of suffering injuries or damages.
- The Client undertakes to inform the Trainer of any injury, illness, or medical condition that may affect their ability to perform physical activity, as well as to follow the Trainer's instructions and recommendations at all times.
- Failure to inform the Trainer of any injury, pathology, or medical condition that poses a risk factor for strength training, the Trainer cannot assume responsibility for any accident or damage that the client may suffer during training.

(iii) Limitation of Liability

- The Trainer's liability is limited to damages directly caused by their negligent or reckless actions and in no case will exceed the amount of professional liability insurance coverage.

- The Trainer is not responsible for indirect or consequential damages that may arise from the provision of services, such as:
 - Loss of income or profits.
 - Loss of business opportunities.
 - Damage to reputation or image.
 - Any other damage that is not a direct and foreseeable consequence of the Trainer's actions.

7. Data Protection

The Client's personal data will be processed in accordance with the Dragonfly Wellness Málaga Privacy Policy. We strongly recommend reading it in conjunction with these T&Cs.

8. Applicable Law and Jurisdiction

This contract is governed by Spanish law. Any dispute arising in connection with this contract shall be submitted to the exclusive jurisdiction of the courts and tribunals of Málaga, Spain.

However, the parties undertake to try to resolve any dispute amicably before initiating any legal proceedings. In case of not reaching an agreement, they will submit to the jurisdiction indicated above.

9. Modifications

Dragonfly Wellness Málaga reserves the right to modify these Terms and Conditions at any time.

We will notify you of any significant changes to these Terms through the following channels:

- **Email:** If you have provided us with your email address, we will send you a notice with the most relevant changes.
- **Notice on the website:** We will post a prominent notice on our website informing of the relevant update.

We recommend that you periodically review these Terms to be informed of any changes.

DATE OF LAST MODIFICATION: 05/06/2024