

GENERAL CONDITIONS OF SALE AND USE

EYWA MARBELLA

PREAMBLE

The site “www.eywamarbella.com” (hereinafter referred to as “the Site”) is the e-commerce site of the Eywa Marbella yoga centre located at Avenida Julio Iglesias, casa VX, local 11/12 29660 Puerto Banus, Marbella Spain, represented by Silvia Zorraquino Lamy, it is accessible via the Internet network and open to any user of this network. The site allows users to purchase services and/or products offered by EYWA MARBELLA.

The site does not allow the purchase of services or products with a view to their resale. Consequently, the user of the site cannot claim any loss of opportunity, exploitation or profit against EYWA MARBELLA.

ARTICLE 1 – SCOPE OF APPLICATION

These General Conditions of Sale and Use are concluded between, on the one hand, EYWA MARBELLA, and on the other hand, any natural or legal person purchasing services and/or products on the Site (hereinafter referred to as “Member” for the purchase of a service and “Customer” for the purchase of a product).

The General Conditions of Sale are available at any time on the EYWA centre commerce site: “www.eywamarbella.com”. Consequently, placing an order implies the Member's or Customer's full and unreserved acceptance of these Conditions, regardless of any provisions to the contrary that may appear on any document emanating from the Member or Customer, including any general conditions of purchase.

By accepting these General Conditions of Sale and Use, you declare that you have reached the age of majority in your country, state or province of residence, and that you have given us your consent to allow any person of age minor in your charge to use this website.

The use of our products for any illegal or unauthorized purpose is prohibited nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to the laws relating to copyright).

You must not transmit any worms, viruses or any other code of a destructive nature.

Any infringement or violation of these General Conditions of Sale and Use will result in the immediate termination of your Services.

The Member or Customer acknowledges having read these General Conditions of Sale and Use at the time of any order and expressly declares to accept them without reservation. EYWA MARBELLA, however, reserves the right to modify its General Conditions of Sale and Use at any time. In this case, the applicable Conditions will be those in force on the date of the order.

ARTICLE 2 – SERVICES OFFERED AND PRODUCTS SOLD

2.1 Services

The services offered are those presented on the Site and in the centre. They include yoga classes in groups or private classes, treatments, therapies, retreats, workshops or conferences and training.

These services are offered in the form of:

- coupons, packs or vouchers;
- monthly or annual subscriptions;
- cards valid for several sessions

The services offered give rise to the reservation of a retreat, a treatment, a session or an individual or group course. The reservation can be made directly by contacting the centre by telephone, by sending an email to namaste@eywamarbella.com or via the EYWA MARBELLA website www.eywamarbella.com.

2.2 Products

The products offered for sale on the Site and at the centre include, among others, yoga equipment, ready-to-wear clothing, beauty products, essential oils, jewelry, trinkets, etc.

ARTICLE 3 – PRICE

The prices of the products and services offered on the Site are prices indicated in euros and all taxes included. Any delivery costs are the responsibility of the Customer.

The prices of products and services are those in force at the time the order is registered by the Member or Customer.

Product prices are subject to change without notice.

EYWA MARBELLA reserves the right at any time to modify or discontinue the Service (and any part or content of the Service) without notice at any time.

EYWA MARBELLA will not be liable to you or any third party for any price change, suspension or discontinuance of the Service.

ARTICLE 4 – THIRD PARTY LINKS

Certain content, products and services available through our website may include materials from third parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with EYWA MARBELLA. We are under no obligation to examine or evaluate the content or accuracy of such sites, and we do not warrant or assume any liability for any content, websites, products, services or other materials accessible on or from these third party sites.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any such third-party websites. Please review the third-party policies and practices carefully and make sure you understand them before engaging in any transaction. Complaints, claims, concerns, or questions regarding these third parties' products should be referred to the same third parties.

ARTICLE 5 – ORDERS

5.1 Conditions common to all orders

The Member or Customer who wishes to purchase a product or service on the site www.eywamarbella.com must:

- select the service or product on the site then access your “cart”
- complete the order form and the identification form under the conditions provided;
- validate your order after checking it;
- make payment under the conditions provided;
- confirm your order and payment.

Any order constitutes express and irrevocable acceptance of the prices and descriptions of the products and services, as well as these terms and conditions.

EYWA MARBELLA confirms its order to the Member or Customer by e-mail within 24 hours.

EYWA MARBELLA has, for all stages of access to the Site, the ordering process and subsequent services, only an obligation of means.

It cannot be held liable for any inconveniences or damages inherent in the use of the Internet network, in particular a break in service or failure of connection to the Site, an external intrusion or the presence of computer viruses, or any fact described as forceful. major in accordance with case law and the law.

5.2 Special conditions for a service order

The Member expressly and irrevocably acknowledges and accepts the following:

Certification and Medical Certificate: The Member acknowledges having perfect knowledge of the nature of the physical exercises practiced as part of the services he has ordered from the EYWA MARBELLA centre, and certifies on his honor that his physical constitution and his state of health allows him to practice sport in general, and more particularly to practice the activities ordered from EYWA MARBELLA, as well as the use of the equipment and infrastructure of the centre such as the Hammam (Turkish baths). The Member releases EYWA MARBELLA, its managers and its members/collaborators from all claims and legal actions relating to injuries or damage caused to their person and caused in any way whatsoever arising from or due to the activity carried out. The Member agrees to assume all risks and consequences linked to the activity carried out within the EYWA MARBELLA centre and/or during sessions led by EYWA MARBELLA collaborators/teachers outside the centre on land or on sea.

In any case, the Member undertakes to inform EYWA MARBELLA of his medical history and to provide EYWA MARBELLA with a medical certificate less than three months old when the teachers require it. If the medical certificate indicates that the Member is not fit to practice the ordered activity, EYWA MARBELLA is entitled to terminate without notice or compensation the contractual relationship with the Member concerned, who will be reimbursed for all or part of the services, ordered based on services already performed.

Cancellation of a reservation for a treatment or a private or group course by the Member: Any reservation can be canceled by the Member up to 24 hours before the time of the session, by telephone, by email or directly to the center by notifying the attendant. After this deadline, the session is due.

The center accepts students arriving up to 15 minutes late for a session, after this time the session is canceled and lost for the Member and cannot in any case give rise to any refund.

Cancellation of a retreat by the Member: Any reservation can be cancelled by the Member up to 15 days before the start of the retreat, by email sent to: namaste@eywamarbella.com. After this period, the entire stay is due.

Cancellation of a reservation by EYWA MARBELLA:

- Any reservation for a treatment or a private or group course can be cancelled by EYWA MARBELLA up to 3 hours before the time of the course or session, by telephone or by email addressed to the Member. The corresponding Course Units may be reused by the Member. Cancellation of a reservation after the deadline cannot in any case give rise to any refund.

- Any reservation for a retreat can be cancelled by EYWA MARBELLA up to 14 days before the start of the retreat, by email addressed to the Member. In this case the payment for the service is fully refunded. However, EYWA MARBELLA is not responsible for any expenses incurred by the Member for their stay such as transport tickets or other services and contracts subscribed to. The cancellation of a reservation after the deadline cannot in any case give rise to any penalty or compensation other than the sole reimbursement of the service.

Modification of the program of a retreat or pack: Depending on the number of participants, weather conditions, for safety or operational and organizational reasons, EYWA MARBELLA reserves the right to modify the program of activities. These modifications will under no circumstances give rise to rights of reimbursement or compensation.

Loss and theft: The Member acknowledges having been informed that, within the Centre, he must deposit his personal effects in the lockable lockers provided for this purpose. The Member is expressly reminded that the changing rooms are not subject to any particular surveillance by EYWA MARBELLA and that the Member leaves his personal effects under his sole responsibility. EYWA MARBELLA cannot under any circumstances be held responsible for the loss or theft of personal effects left by the Member within the studio premises, and in particular in the changing rooms or lockers.

Insurance: The Member acknowledges having been informed by EYWA MARBELLA of the benefit of taking out a personal insurance contract covering bodily injury to which their sporting practice may expose them in accordance with the legislation.

Safety instructions: EYWA MARBELLA cannot be held liable in the event of an accident resulting from non-observance of the safety instructions set out in particular by teachers, or from inappropriate use of devices or other facilities.

ARTICLE 6 – PAYMENT

The services and products offered on the Site are payable upon ordering.

6.1 Payment terms

Payment for Member or Customer purchases via the online site is made only by credit card.

6.2 Failure to Pay

EYWA MARBELLA reserves the right to refuse to honor an order for services and/or products from a Member or a Customer who has not fully paid a previous order or with whom a payment dispute is in progress.

EYWA MARBELLA reserves the right to suspend or cancel any order and/or delivery, whatever their nature and level of execution, in the event of non-payment of any sum due by the Customer, or in the event of payment incident.

6.3 Reservation of title

It is agreed that the products delivered and invoiced to the Customer remain the property of EYWA MARBELLA until full payment of their price.

ARTICLE 7 – DELIVERY OF PRODUCTS

7.1 Delivery

Products purchased on the site: www.eywamarbella.com are not automatically shipped, they are made available to customers at the EYWA centre. Customers have a maximum period of 3 months to collect them, after this period the products are put back for sale. When a Customer requests shipping, the costs are additional and depend on the shipping location.

7.2 Shipping times

The shipping times appearing on the order confirmation email depend in particular on the availability of the products. In the event of a shipping delay, EYWA MARBELLA will inform the Customer by telephone or email.

These deadlines are given for information only and cannot be guaranteed, which the Customer expressly accepts.

A shipping delay cannot under any circumstances give rise to the cancellation of the order, the refusal of products, the payment of damages or the payment of any penalty. Likewise, no amount can be deducted from the invoice in this respect.

7.3 Delivery times

Delivery times vary depending on where the ordered product is to be delivered.

In accordance with the legislation and in particular the Consumer Code, delivery of the products ordered will take place no later than 30 days from the day following the order subject to full payment of the price.

7.4 Place of delivery

The products ordered will be delivered to the address given by the Customer when ordering.

ARTICLE 8 – RIGHT OF WITHDRAWAL AND RETURN

The Customer has a period of fourteen (14) clear days to request the exchange or refund of the products ordered without penalty, with the exception of any shipping and return costs. This period begins from confirmation of the product order.

The Customer must return his order by registered delivery to EYWA MARBELLA Avda Julio Iglesias, casa VX, Local 11-12, 29660 Puerto Banus, Marbella - Spain, indicating unequivocally his intention to withdraw and specify whether he wishes a refund or an exchange. He must attach his order number or purchase invoice. The refund or exchange assumes that the product has not been damaged by the Customer or that it has not been returned incomplete. The product must also be returned in its original packaging guaranteeing its proper transport and safety.

Regarding a service, the Member has a deadline of 14 clear days and up to 24 hours before the start of the service in the event of a purchase made less than 14 clear days from the start of the service. He must send an email to namaste@eywamarbella.com unequivocally indicating his intention to withdraw and specify whether he wishes a refund or an exchange. He must attach the order number or purchase invoice.

In accordance with the provisions of the Consumer Code, the right of withdrawal cannot be exercised for a service whose execution has begun.

Any order returned to an email address other than this one will be refused without suspension of the withdrawal period.

The costs of returning any product will be the sole responsibility of the Member or Customer.

Reimbursement of products after return will be made as soon as possible and at the latest within fourteen (14) clear days following receipt of the mail or package.

Any deadline expiring on a Saturday, Sunday or public holiday will be extended until the next business day.

This right of withdrawal only concerns products and services purchased on the Site.

ARTICLE 9 – COMPLIANCE AND GUARANTEE

The Customer must ensure that the products delivered to him correspond to his order. In the event that the products delivered do not conform to their order, the Customer must inform EYWA MARBELLA by email or telephone and return the products in question under the conditions set out in article 8 of these General Conditions of Sale and of Use.

The products sold by EYWA MARBELLA are subject to the legal guarantees of the Consumer Code. Any warranty is excluded in the event of misuse, negligence or lack of maintenance on the part of the buyer, as well as in the event of normal wear and tear of the goods, accident or force majeure.

ARTICLE 10 – INTELLECTUAL PROPERTY RIGHTS

The Site is a protected work and remains the exclusive property of EYWA MARBELLA which created and posted the web pages, images and script sources, and the basic data composing it. Unless otherwise stated, EYWA MARBELLA represented by SILVIA ZORRAQUINO therefore holds the copyright on each of the pages making up the Site, on its tree structure as well as on each of the component elements: brands, logos, illustrations, drawings, models, photographs, images and more generally all other elements present on the Site, whether registered or not.

Any reproduction, representation, modification, publication, adaptation of all or part of the elements of the Site, whatever the means or process used, is prohibited without the prior written permission of EYWA MARBELLA.

Any unauthorized use of the Site or any of the elements it contains will be considered as constituting an infringement and prosecuted in accordance with the provisions of the Intellectual Property Code.

ARTICLE 11 – FORCE MAJEURE

The execution by EYWA MARBELLA of all or part of its obligations will be suspended in the event of the occurrence of a fortuitous event or force majeure which would hinder or delay its

execution. Are considered as such, in particular, without this list being exhaustive, war, riots, epidemics, insurrection, social unrest, strikes of all kinds and supply problems. EYWA MARBELLA will inform the Member or Customer of any fortuitous event or force majeure within seven (7) days of its occurrence.

ARTICLE 12 – DISPUTES, APPLICABLE LAW AND JURISDICTION

These Conditions are subject to Spanish law and governed by the Spanish language for their interpretation.

Any dispute likely to arise from the validity, interpretation, execution, termination, their consequences and their consequences of these General Conditions of Sale and Use will be subject to the exclusive jurisdiction of the Spanish courts.

ARTICLE 13 – INDEPENDENCE OF CLAUSES

If one of the articles of these General Conditions of Sale and Use is deemed void or unenforceable, the validity or opposability of the other provisions of the General Conditions of Sale and Use will not be affected.
