

TERMS OF SALES — Academy

1. GENERAL PROVISIONS

By using and/or placing an order fiftypointeight.shop you agree with the terms of sales as described below.

2. IDENTIFICATION

The website fiftypointeight.shop is operated by FPE Bv, having its registered office at:

Weihoek 1, 1930 Zaventem — Belgium

With business registration number and VAT number BE0685615004

The website fiftypointeight.shop is the sole property of FPE Bv

You may contact us at the above mentioned address and through the following means:

phone: +32 472 94 64 02

email: [info\[at\]fiftypointeight.shop](mailto:info@fiftypointeight.shop)

The European Commission provides a platform for online dispute resolutions (ODR) which can be accessed at ec.europa.eu. We are ready to participate in extra-judicial dispute settlement proceedings before a consumer dispute resolution body.

3. SCOPE OF APPLICATION

These terms of sales apply to the purchase of goods of FPE Bv ordered by the Customer on our website fiftypointeight.shop.

These terms of sales apply to all contracts entered into between FPE Bv ("50.8 Shop") and any customer (the "Customer") relating to the sale of a lesson by 50.8 Shop (the "Lesson"), but also to the supply of any service. They may be subject to subsequent modifications.

4. ACCEPTANCE

The Customer explicitly acknowledges that he has read these terms of sales and fully accepts these terms and conditions without reservation.

The Customer agrees that the terms of sales are written in English and that he understands the content of it. The Customer can request a French or Dutch version before purchase. If no request has been placed before purchase, this English version of the terms of sales will be considered as fully accepted.

5. CONTENT

All products, text, images, descriptions, data, and other material provided on the website, in the shop or during the lesson, as well as the selection, assembly and arrangement thereof, are referred to collectively as the "Content."

The Content may contain errors, omissions, or typographical errors or may be out of date. 50.8 Shop has the right to change, delete, or update any Content at any time and without prior notice. The Content is provided for informational purposes only and is not binding. Unless otherwise noted, the content of this website including brands, images, logos, drawings, sound, data, product- or company names, text, etc. is protected by worldwide copyright and other proprietary laws and treaty provisions.

6. PRICE & PAYMENT

The prices are quoted in Euros, inclusive of all taxes, but exclusive of handling, customs and shipping costs, the additional amount of which will be indicated to you when you confirm your order.

The default tax applied corresponds to the Value Added Tax in force in Belgium. For Customers residing outside Belgium, this tax will be adjusted according to the legal Value Added Tax in force in the country corresponding to the billing address.

We reserve the right to modify prices at any time, but products will in any case be invoiced on the basis of the rates in force at the time the order is placed.

At the end of the ordering process, you may be offered the following payment methods to pay for your purchases on 50.8 Shop website:

- Debit card, Credit card (Visa, MasterCard, American Express),
- Bancontact
- iDeal
- Apple Pay and Google Pay
- ALMA (2x or 3x instalments)

Regardless of the method of payment you choose, all payments will only be considered final once 50.8 Shop has received full and effective payment.

Any costs resulting from a payment abroad, including transfer costs to Belgium and exchange losses, are the responsibility of the Customer. 50.8 Shop is entitled to charge a surcharge on the sales price for these costs or to invoice these costs separately.

7. CANCELLATION / RESCHEDULING

In the event of cancellation by the Customer, the latter must inform 50.8 Shop in writing or by e-mail. Lesson fees paid will not be refunded. By mutual agreement, the Customer may be replaced by another participant.

50.8 Shop reserves the right to cancel or postpone the Lesson in the event of exceptional circumstances, such as an insufficient number of participants, illness or exceptional family circumstances of the Trainer, or any other case of force majeure. An alternative date will be proposed by 50.8 Shop, and if no date can be found with the trainer, the Lesson fees paid will be refunded.

Travel and accommodation costs are the responsibility of the Customer and cannot be refunded in the event of cancellation or postponement.

8. WORKSHOP CONTENT

Customer may be asked to bring their own equipment for use during the Lesson.

The Trainer undertakes to provide the Customer with equipment in perfect working order. The Customer undertakes to return the equipment to the Trainer in the same condition at the end of the rental period. In the event of a defect on return, the cost of repair or reconditioning will be borne by the Customer and will be invoiced separately.

The equipment is covered by an insurance policy with a deductible of €300 (excl. VAT) for use in the FPE Bvba studios, and €600 (excl. VAT) for use outside the studios.

The models used in the Lessons are hired by the Trainer. If a model is not available, a replacement model can be used.

9. INTELLECTUAL PROPERTY RIGHTS

The Trainer retains full intellectual property rights to its teaching content. This content may not be copied, distributed or used commercially without authorization.

The Customer is not authorized to offer similar Lesson, paid or unpaid, on similar subjects within 2 (two) years of attending the Lesson.

Unless otherwise specified during the Lesson, the Customer is not authorized to use the images produced during the Lesson for personal promotional purposes on his/her website or social platform.

By participating in the Lesson, the Customer authorizes 50.8 Shop to photograph and/or film the event, including the participants, and to use these images for promotional purposes. This includes, but is not limited to, the publication of photos or videos on our website, our newsletters, our social networks, as well as in any other marketing campaign.

However, customers may exercise their right to object to the use of their image by informing us before or during the Lesson.

9. RESPONSIBILITY

The Customer is obliged to respect the agreed timetable and the studio rules.

50.8 Shop and the Trainer shall not be held liable for personal injury, material or immaterial damage occurring on the premises, nor for theft, deterioration or damage of any kind whatsoever which may occur to cash, equipment, clothing or any other type of goods, animals including those supplied or brought by the Trainer, his representative or his employees. It is therefore the Customer's responsibility to take out the necessary insurance policies to cover all of the above risks.

10. FORCE MAJEURE

50.8 Shop will not be liable for failure to perform its obligations if the failure is due to an event of force majeure, including but not limited to shortage of personnel, energy, fuel, machinery and materials, technical failure or lack of revenue, war, riot, labor dispute, natural disaster, fire, flood, earthquake, explosion, pandemic or act of terrorism . In the event of a shortage of goods, 50.8 Shop has the right to refuse the production and delivery of goods at its discretion.

11. GDPR

50.8 Shop processes personal data (e.g. full name, email address, address, telephone number) in accordance with applicable data protection laws and only for accounting purposes and other business-related activities, such as order processing. If personal data is shared with third parties or transferred outside of the EEA, this is only done with appropriate security measures in place. 50.8 Shop will not retain personal data longer than necessary for the purposes for which it was collected or as long as required by law. Complaints must be submitted to the competent supervisory authority. If you have any further questions, to report a data protection breach or to change personal data, please contact 50.8 Shop: info@fiftypointeight.shop.

12. COMPLETE TERMS OF SALES

These terms of sales constitute the entire contract between 50.8 Shop and the Customer and supersede all previous contracts, agreements or arrangements (whether written or oral) which are the subject of these presents. Any addition or modification to these terms of sales must be in writing and signed by an authorized representative of 50.8 Shop.

13. VALIDITY

If any provision of these terms and sales or any part thereof is or becomes invalid, the other provisions and other parts of the provision in question remain in full force and effect. If a translation of these terms of sales is made available to the Customer, it is for information purposes only. In the event of any discrepancy between this translation and the terms of sales, the English version of the terms of sales shall prevail.

14. APPLICABLE LAW

These terms of sales are governed by Belgian law. In the event of a dispute concerning the interpretation, execution and meaning of this contract, only the courts of the judicial district of Flemish Brabant are competent.