

General Terms and Conditions for the organisation of Yoga Retreats

1. Scope of application

The following General Terms and Conditions (hereinafter referred to as "GTC") apply to all contractual relationships between SANSEVA GmbH (hereinafter referred to as "Organiser") and its customers (hereinafter referred to as "Participant") regarding the organisation of Yoga Retreats in the premium segment in Switzerland and abroad. The Organiser organises and conducts retreats (hereinafter referred to as "Yoga Retreat") with the aim of withdrawing from everyday life in order to devote oneself to yoga practice and other activities. The Yoga Retreats are offered on the Organiser's website www.sanseva.com (hereinafter referred to as the "Website").

Individual agreements concluded with the Participant shall take precedence over these GTC. Conflicting terms and conditions of the Participant are not recognized.

By completing and signing the registration form, the Participant agrees to the following GTC and declares that he is authorized to enter into legally binding contracts and is at least 18 years of age. The Organiser reserves the right to amend the GTC at any time. All changes to these GTC shall become effective upon publication of the new GTC on the Website.

2. Services offered

The Organiser organises and conducts Yoga Retreats in the premium segment in Switzerland and abroad. During the Yoga Retreats, activities related to yoga are offered, such as yoga courses, training courses to learn and develop yoga practice, workshops, events, trips and seminars. Also, the Participant can take advantage of activities from third-party providers, such as horse riding, mountain biking, coaching and others.

The Organiser will arrange the accommodation for the duration of the Yoga Retreat. Only private villas, hotels or similar in the premium segment are offered as accommodation.

The Yoga Retreat begins with the pick-up of the Participant at the airport, railway station or another local meeting point. The Participant is responsible for organising his arrival and departure.

3. Registration

The various Yoga Retreat offers are published on the Website and social media or announced to the Participant via newsletter, SMS, WhatsApp or e-mail. The Participant has the option of making a binding registration for a specific offer by completing and signing the registration form created for this purpose. The Participant's written registration for a specific Yoga Retreat is binding for him.

After successful registration for a Yoga Retreat, the Organiser will send an order confirmation of the booking by e-mail. This e-mail contains details of the order and payment. The invoice to be paid will be sent to the Participant either with the confirmation e-mail or in a separate e-mail.

The Participant can also make a legally binding registration via the booking portal on the Website. In this case, payment is made directly via the booking portal by credit card, PayPal, Twint or another means of payment. After successful registration and payment, the Participant will receive an order confirmation by e-mail.

Special requests by the Participant or ancillary agreements shall only form part of the contract if they have been confirmed by the Organiser in writing and without reservation. In the absence of an agreement to the contrary, e-mails shall be deemed equivalent to written form.

4. Rights and duties of the Organiser

The Organiser is obliged to organise and conduct the Yoga Retreat carefully, conscientiously and faithfully. The Organiser is not responsible for organising the arrival and departure of the Participant. This has to be done by the Participant himself.

The Organiser is entitled to change the schedule or content, in particular the program of the Yoga Retreat, or to omit individual elements thereof, provided that this does not change the aim and overall character of the Yoga Retreat. The Organiser is obliged to offer the Participant an equivalent substitute service and to inform the Participant of the program changes in writing and in advance.

If the Organiser has to change the Yoga Retreat in such a way that the objective and overall character cannot be maintained, the Organiser must offer an alternative date for the originally planned Yoga Retreat. If the Participant is unable to attend this alternative date, the Organiser is obliged to refund the full travel fee.

5. Minimum number of Participants

The Organiser is obliged to inform the Participant no later than five weeks before the start of the Yoga Retreat if the minimum number of Participants cannot be reached. The minimum number of Participants is five, unless a different minimum number of Participants is stated in the program. If the Yoga Retreat does not take place due to the minimum number of Participants not being reached, the Organiser is obliged to offer an alternative date for the planned Yoga Retreat or to refund the travel fee to the Participant in full. The Participant may not assert any further claims.

When the contract is concluded, the Organiser expressly informs the Participant that the Yoga Retreat can be cancelled up to five weeks before the start of the Yoga Retreat at the latest if the minimum number of Participants is not reached.

6. Participants' duty to cooperate

The Participant shall ensure that all cooperation required for the execution of the Yoga Retreat is provided in good time, in full and free of charge for the Organiser.

The Participant is obliged to fill out the registration form completely and truthfully. All required information and documents must be provided to the Organiser correctly and in good time. The Participant is solely responsible for the accuracy and completeness of the information and documents. At the request of the Organiser, the Participant must confirm in writing the accuracy and completeness of the information and documents submitted by him as well as his verbal statements.

The Participant must fulfil the necessary requirements for participation in the Yoga Retreat on their own responsibility and at their own expense. This applies to organising arrival and departure, applying for a visa or carrying out mandatory vaccinations or medical tests.

Participation in the Yoga Retreat requires normal mental and physical resilience. If the Participant is undergoing medical or psychotherapeutic treatment, he is required to discuss participation in the Yoga Retreat with his doctor or therapist.

The Participant is obliged to inform the Organiser of any mental or physical limitations or complaints, as well as pregnancy, before the start of the Yoga Retreat. The Organiser reserves the right to reject the Participant if

he is of the opinion that he does not fulfil the mental and physical requirements for participation in the Yoga Retreat. This rejection can also be issued at short notice or during ongoing courses. In this case, the travel fees will not be refunded.

The Participant is obliged to use the available infrastructure and premises carefully for the duration of the entire Yoga Retreat and to handle the material provided with care.

The Participant has no claim to a course being held by a specific teacher. In the event of the unforeseeable cancellation of the announced teacher at short notice, for example due to illness or incapacity, the Organiser may provide a replacement teacher for the booked Yoga Retreat. The replacement of the yoga teacher does not entitle the Participant to cancel the contract. The replacement service must be of equal value and the objective and overall character of the course must be guaranteed. If specifically guaranteed characteristics of a teacher cannot be guaranteed by a substitute teacher, an alternative date must be offered for the planned course or Yoga Retreat. If the Participant is unable to attend this alternative date, the Organiser is obliged to refund the course fee respectively travel fee in full.

If the Participant does not fulfil his obligation to cooperate, he shall bear the consequences of such a breach of duty. The Participant must inform the Organiser of this immediately. The costs incurred as a result shall be borne in full by the Participant and any additional expenses incurred shall be compensated by the Participant.

7. Withdrawal and cancellation conditions (refund)

The Participant may cancel the contract in writing to the Organiser at any time before the start of the Yoga Retreat. In this case, the Organiser may demand a lump-sum compensation. The compensation shall be calculated as a percentage of the travel fee according to the time of receipt of the Participant's written declaration of cancellation as follows:

- Up to 6 weeks before the start of the Yoga Retreat: 20% of the travel fee
- Up to 4 weeks before the start of the Yoga Retreat: 60% of the travel fee
- Up to 2 weeks before the start of the Yoga Retreat: 100% of the travel fee

The Participant may provide a substitute participant up to the start of the booked Yoga Retreat who will assume the rights and obligations of the contract. In this case, the Participant shall not owe the Organiser any compensation.

If the Participant cancels the Yoga Retreat of his own accord, the travel fee will not be refunded. Any additional costs (e.g. transport costs for departure) shall be borne by the Participant.

Either party may withdraw from the contract at any time for good cause. Good cause shall be deemed to be any circumstance that makes it unreasonable for the cancelling party to adhere to the contract in good faith, in particular the opening of bankruptcy, composition or similar proceedings against the party. The cancellation must be in writing to be effective.

8. Force majeure

If the execution of a Yoga Retreat is significantly impeded, jeopardized or impaired by force majeure that was not foreseeable when the contract was concluded, the Organiser must inform the Participant immediately. Force majeure includes events that are beyond the Organiser's control (such as official orders and measures, natural disasters such as earthquakes or floods, epidemics and pandemics or the closure of businesses for which the Organiser is not responsible) and which significantly impair or make it impossible to fulfil the contract. The Organiser is entitled to postpone the Yoga Retreat for the duration of the hindrance. It must propose an alternative date as soon as it is foreseeable when the event will cease to apply or refund the Participant

the full amount of the travel fee. The parties shall endeavor in good faith to reduce the effects of a force majeure event as far as possible.

9. Involvement of third parties

The Organiser is entitled to engage third parties for the organisation and implementation of the Yoga Retreat at its own discretion. In this case, the Organiser shall ensure that the third party complies with its contractual obligations. The Organiser is obliged to employ properly trained third parties with the necessary specialist knowledge and to supervise and monitor them on an ongoing basis during the execution of the contract.

10. Remuneration and expenses

The travel fees and the remuneration for individual services or the purchase of (yoga) articles, which are also offered by the Organiser, are published on the Website or communicated to the Participant in writing by means of brochures, flyers, newsletters or similar.

Expenses and other outlays are included in the travel fee or in the remuneration. The travel fee does not include extras such as alcoholic drinks or activities that are not offered and organised by the Organiser. The Organiser shall explicitly inform Participant in advance that extras are not included in the travel fee.

The travel fee and remuneration are exclusive of VAT and any other statutory charges.

11. Price changes

In the event of changed market conditions, significant changes in procurement costs or price increases from suppliers, the Organiser is entitled to unilaterally adjust the remuneration for services and (yoga) articles such as yoga clothing, room fragrances and yoga mats.

12. Invoicing

Invoices are generally sent electronically by e-mail. The Participant can also pay directly by credit card, PayPal or other means of payment via the booking system on the Website.

13. Default of payment

The Organiser's invoices must be paid within 14 calendar days of the invoice date, unless otherwise agreed. The date of payment is deemed to be the date on which the money is received by the Organiser or credited to its bank account. Any additional payment fees such as over-the-counter deposit fees or bank charges, in particular foreign transfer fees, shall be borne by the Participant.

If no payment is made within the specified or agreed period, the Participant shall be in default. In this case, the Organiser shall send the Participant a payment reminder free of charge. If no payment is made within the period specified on the payment reminder (usually 10 calendar days by default), the Organiser shall be entitled to withdraw from the contract and offer the service to another Participant. If payment is not made on time, the Organiser is also entitled to refuse the service and offer it to another Participant.

14. Warranty and liability

The Organiser guarantees the careful and proper organisation of the Yoga Retreat and provides the appropriate facilities and equipment for this purpose. Any further liability arising from contract or other legal grounds

is expressly excluded to the extent permitted by law. Liability for unlawful intent and gross negligence within the meaning of art. 100 para. 1 CO remains reserved.

The Organiser is not liable for the services of third parties. In particular, he is not responsible for the misconduct of teachers. Furthermore, the Organiser accepts no liability for the physical or psychological suffering of the Participant. Liability shall not apply in any case if the Participant is at fault. The Participant use the course premises and objects at his own risk.

The Organiser accepts no responsibility for errors that are beyond his control. Damage or consequential damage caused by malfunctions or failure of the systems, force majeure, natural wear and tear, extraordinary use, improper use (in particular by third parties) are expressly excluded from the Organiser's liability.

The Participant is solely responsible for the safe storage and carrying of valuables, cash, jewellery, credit cards, mobile phones and similar items. In particular, the Organiser cannot be held liable for the theft or loss of items.

15. Insurance

The Participant is responsible for taking out adequate insurance cover. However, he is obliged to take out liability insurance before the start of the Yoga Retreat. In addition to health and accident insurance, the Organiser recommends taking out travel insurance. At the request of the Organiser, the Participant is obliged to present the relevant insurance policy.

16. Termination of the contract

The contract between the Organiser and the Participant ends at the end of the Yoga Retreat.

Upon termination of the contract, all unpaid remuneration and expenses are due immediately.

17. Declaration of consent for image and video recordings

The Organiser reserves the right to make image and video recordings during the Yoga Retreat for the use and publication of such recordings on its own Website and in its own social media as well as for passing on to cooperation partners (in particular teaching staff) for use and publication on their websites and in their social media for the purposes of advertising and describing the services. The Organiser is entitled to use the image and video recordings for an unlimited period of time.

The Participant hereby declares his consent to his person being photographed and filmed.

The Participant may revoke his consent on site before the image and video recordings are made towards the person making the recordings.

18. Severability clause

Should one of the provisions of these GTC be or become illegal, invalid or unenforceable for any reason, this shall not affect the validity of the remaining provisions. Unless otherwise agreed, the invalid provision shall be deemed to be replaced by a valid provision that reflects the economic purpose of the provision and the intention of the parties at the time the contract was concluded as far as possible. The same applies to any loopholes in these GTC.

19. Applicable law and place of jurisdiction

These GTC, the contractual relationships based on them, and any disputes shall be governed exclusively by Swiss law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).

Unless mandatory statutory provisions take precedence, the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the Organiser's registered office. The Organiser is also entitled to sue the Participant at the ordinary places of jurisdiction.

Status as of 1 April 2024