

CANCELLATION POLICY

Dragonfly Wellness Málaga.

- **Business Name:** Cole Aaron Scott
- **NIF:** Z0854186V
- **Trade Name:** Dragonfly Wellness Málaga
- **Email:** ptcontact@dflywell.com

1. Cancellation and Refunds for One Time Classes

(i) Cancellation by the Client:

The Client may cancel the session at no cost. However, a refund cannot be requested for the cost of the individual class. You will be offered the possibility of rescheduling the session as many times as necessary within the period of one year.

(ii) Cancellation by the Trainer:

- The Trainer reserves the right to cancel or reschedule a session for justified reasons (illness, force majeure, etc.).
- In this case, the Client will be offered the possibility of rescheduling the session or receiving a full refund, only in the case of single classes ('one time class').

2. Cancellation and Refunds for Monthly Subscription Programs:

(i) Right of withdrawal:

- The Client has the right to withdraw from the subscription contract within 14 calendar days from the date of contracting, without the need for justification and without any penalty.
- To exercise this right, the Client can cancel the subscription directly from their profile in the "My subscriptions" section.
- Although not mandatory, we would appreciate it if the Client would inform us of their decision to withdraw from the contract via email at ptcontact@dflywell.com, and provide us, if desired, feedback on the reasons for their cancellation. This information will help us improve our services and better adapt them to the needs of our clients.

(ii) Cancellation of the subscription:

- **During the withdrawal period:** The Client must follow the process explained in the previous section, and will receive a full refund of the amount paid.
- **After the withdrawal period:** The Client can cancel the subscription at any time through their Wix account. The cancellation will be effective at the end of the current billing period. No refunds will be made for periods already paid, unless the cancellation

is due to causes attributable to Dragonfly Wellness (serious breach of contract, prolonged illness of the Trainer, etc.).

(iii) Modification of conditions:

- Dragonfly Wellness may modify the conditions of the subscription programs (prices, schedules, etc.) with at least 30 calendar days' notice.
- If the Client does not agree with the modifications, they may cancel the subscription at no cost before the new conditions take effect.

3. Refunds:

- Refunds will be made through the same payment method used by the Client in contracting the service.
- The period for making the refund will be 14 calendar days from the date of cancellation or withdrawal.

4. Communication of cancellations:

- **One time classes:** All cancellations or modifications of single classes must be communicated in writing via email to ptcontact@dflywell.com.
- **Monthly subscription programs:** Subscription cancellations are managed directly through the Wix platform. The Client can cancel their subscription at any time from their profile in the "My subscriptions" section. It is not necessary for the Client to inform us directly of the cancellation, although we would appreciate feedback on the reasons for their decision.

5. Data Protection:

The Client's personal data will be treated in accordance with the Dragonfly Wellness Málaga Privacy Policy, which is available in our website. We recommend that you read it along with our Terms & Conditions.

6. Applicable Law and Jurisdiction

These terms are 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 the event of not reaching an agreement, they will submit to the jurisdiction indicated in the previous paragraph.

7. Modifications

Dragonfly Wellness Málaga reserves the right to modify these Terms in accordance with any change in Spanish legislation on the obligations of service providers, or for compelling reasons related to business management, provided that your rights as a consumer are not violated.

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