

Gravity Ballet Dance Course Service Agreement

Version 0.1

This Agreement is published on the Gravity Ballet official website effective from September 21, 2025, for consumers to review.

Parties to the Agreement

Consumer : (hereinafter referred to as “Party A”)

Legal Representative : (Required if Party A is a minor; legal guardian's consent and signature are mandatory)

Service Provider: Gravity Ballet Co., Ltd. (hereinafter referred to as “Party B”)

Party A and Party B, having reached mutual consent regarding the dance courses provided by Party B, hereby enter into and agree to perform this Agreement in accordance with the following terms and conditions.

Article 1 – Basic Information and Service Location

- **Studio Name:** Gravity Ballet Taipei
- **Responsible Person:** YU Meng-Chun, Director
- **Place of Performance:** 2F, No. 18, Section 1, Wuchang Street, Zhongzheng District, Taipei City, Taiwan
- **Studio Address:** 2F, No. 18, Section 1, Wuchang Street, Zhongzheng District, Taipei City, Taiwan
- **Phone:** +886-918-220-281
- **Email:** gravityballettaipei@gmail.com
- **Website:** www.gravityballet.com
- **Business Registration Certificate:** Gravity Ballet Co., Ltd.
(Registration No. 11451330800, Unified Business No. 60555627, approved by Taipei City Government)
- **Public Liability Insurance Coverage and Validity:** The studio has legally obtained public liability insurance through Shin Kong Insurance Co., Ltd.
(The insurance certificate is posted onsite at the studio and on the official website.)

Article 2 – Contractual Agreement

Party A agrees to purchase the dance courses provided by Party B.

Article 3 – Types and Duration of Courses

1. **Non-Regular Group Classes:**
These may include packages of six (6) classes to be completed within six (6) weeks from the date of the first session, or twelve (12) classes to be completed within eight (8) weeks from

the date of the first session.

These classes are taught by instructors assigned by Party B (not designated by Party A), and may be conducted with one instructor teaching multiple students, with a maximum of fifty (50) students per class.

2. Regular Group Classes:

The schedule, instructors, and course duration for regular group classes are determined and arranged by Party B, and shall be publicly announced on-site at the studio and on the official website.

Signature of Party A (Consumer):

Article 4 – Purchase Conditions

This Agreement shall take effect upon Party A's full payment of the course fee. Party B shall not charge any additional membership or registration fees.

Article 5 – Total Contract Amount, Number of Sessions, and Payment Time

The total contract amount agreed upon by both parties is either:

- NT\$2,800 for six (6) sessions, or
- NT\$4,999 for twelve (12) sessions.

Party B shall not charge any fees beyond the total contract amount stated above.

The average cost per session is calculated by dividing the total contract amount by the total number of sessions purchased, and shall serve as the basis for calculating any refund in the event of uncompleted services.

Party A shall complete full payment of the total contract amount prior to the intended first session, and shall notify Party B of the proposed start date through the official communication platform designated by Party B.

Signature of Party A (Consumer):

Article 6 – Payment Methods

The total contract amount may be paid by cash, bank transfer, or credit card.

Article 7 – Consumer Loan Agreements

Party B does not provide, assist with, or facilitate any consumer loan agreements between Party A and any third party (hereinafter referred to as the "Loan Institution").

Article 8 – Notice of Service Schedule Changes

If there is any change to the content or schedule of the services provided by Party B, Party B shall give prior notice, with at least 24 hours advance notice from the originally scheduled service start time. Such notices shall be published on Party B's official social media platforms:

- Instagram: https://www.instagram.com/gravity_ballet_taipei/
- Facebook: <https://www.facebook.com/profile.php?id=61573133467991>

If Party B fails to notify Party A as stated above, the course fee for the affected single session shall be refunded to Party A.

Article 9 – Grounds and Effects of Contract Suspension

If Party A provides relevant supporting documents or explanation in advance and satisfies any of the following conditions, Party A may submit a written request to Party B to suspend participation in the course services. During the suspension period, no course fees shall be charged, and the course validity period shall be extended accordingly:

1. Traveling abroad for more than one (1) month.
2. Injury, illness, or physical condition rendering Party A unfit for physical activity. A physician's certificate is required.
3. Pregnancy, childcare, or family caregiving needs.
 - For pregnancy, a physician's certificate is required.
 - Childcare and caregiving apply only to direct relatives under 3 years old or over 65 years old.
4. Military service that renders Party A unable to fulfill the contract. The maximum suspension period is four (4) months unless otherwise specified in the official military call-up notice.
5. Job reassignment or relocation that makes it difficult for Party A to fulfill the contract. A certificate issued by the employer or relevant institution must be provided.
6. Other justifiable reasons that make it difficult to fulfill the contract. Supporting documentation must be submitted.

If Party A suspends the contract under Clause 2 (injury, illness, etc.) and the suspension exceeds six (6) months, and a physician certifies that Party A will remain unfit for physical activity for another six (6) months, Party A may terminate the contract in accordance with Article 11. In such cases, Party B shall not charge any handling fees or deductions under any name.

If Party A is unable to apply in advance for Clause 2, such application may be submitted within one (1) month after the occurrence of the situation.

During the suspension period, Party A retains their student status. If, upon course expiration, Party A still has unused sessions, Party A may complete the remaining sessions without reinstating membership.

If a Level 1 alert is declared by the Central Epidemic Command Center (CECC) due to a community outbreak, Party A residing in the affected city or county shall be entitled to the same rights as specified in Clauses 1 and 3 above.

Article 10 – Termination Due to Reasons Not Attributable to Party A and Its Effects

If Party A terminates this Agreement due to any of the following reasons, Party B shall refund fees in accordance with the provisions of Article 11, Paragraph 2:

1. The accumulated number of coaching sessions (including those with different coaches under Party B) exceeds an average of five (5) sessions per week.
2. Party B fails to assign a coach to conduct the courses as agreed.

3. Party B changes the service location without obtaining Party A's consent.
4. Party A suspends participation in coaching services for more than one (1) year pursuant to Article 9 of this Agreement.

For terminations under Items 1 to 3 above, Party B shall not charge any handling fees, penalties, or fees of any kind.

For terminations under Item 4, Party B may collect a handling fee, but the amount shall not exceed the handling fee specified in Article 11.

Article 11 – Termination Due to Reasons Attributable to Party A and Its Effects

1. If the Agreement has expired and Party A has not utilized the remaining sessions, Party B is not obligated to refund any fees.
2. Party A may terminate the Agreement at any time before the expiration date, and Party B shall calculate fees as follows, without imposing any additional charges:

(1) If the Agreement is terminated within seven (7) days of its effective date and no services have been used, Party B shall fully refund all fees paid by Party A.

(2) If the Agreement is terminated after seven (7) days from its effective date, or any service has already been used, refunds shall be processed based on the following conditions:

a. Before the contract expiration date, Party A may choose to recalculate used sessions based on the original single-session price, and activate a new class card starting from the next session.

For example, if Party A has purchased a six-session class card (to be used within six weeks), and only three sessions have been used prior to expiration, Party A may pay NT\$500 per session for the three sessions used, and the six-session card will be extended for another six weeks.

b. Before the contract expiration date, Party A may pay a NT\$500 handling fee to extend the validity of the current class card by seven (7) days.

c. Party B shall refund the remaining balance based on the proportion of unused sessions to the total contract amount, and deduct a flat NT\$800 handling fee.

Article 12 – Termination Due to Force Majeure or Other Causes Not Attributable to Either Party

In the event that services under this Agreement become impracticable due to force majeure, including but not limited to natural disasters, war, or changes in governmental laws or regulations, or other causes not attributable to either party, either Party may terminate this Agreement.

In such case, Party B shall refund Party A based on the number of unused sessions, including any complimentary sessions, without deducting any handling fees, penalties, or charges of any kind.

Article 13 – Termination Due to Reasons Attributable to Party A That Affect Party B's Operations

If Party A engages in misconduct that disrupts Party B's operations, and such conduct is determined by Party B to negatively affect other participants or hinder the normal course of services, Party B may terminate this Agreement if prior warnings have proven ineffective.

In such case, Party B shall refund Party A based on the number of unused sessions, including any complimentary sessions, and shall not deduct any handling fees, penalties, or charges of any kind.

Article 14 – Termination Due to Causes Attributable to Party B

In the event that Party B becomes unable to provide the agreed-upon services due to causes attributable to Party B, Party B shall refund Party A based on the number of unused sessions, and shall not deduct any handling fees, penalties, or charges of any kind.

In addition, Party B shall compensate Party A with a penalty calculated in accordance with Article 11, Paragraph 2, Subparagraph (2), Item 2 of this Agreement.

Article 15 – Class Reservation

Class reservations shall follow the nature of the service, as defined below:

1. For irregular courses under Article 3, Paragraph 1, no advance reservation is required. Class schedules shall be updated from time to time and announced at the physical studio, on the official website, and via social media platforms.
2. For regular courses under Article 3, Paragraph 2, advance reservation is required. The reservation policy is as follows:

(1) Party A must complete the reservation by the deadline specified in the course announcement.

(2) If Party A is unable to attend a reserved class, they must notify Party B at least 24 hours in advance to cancel the reservation.

(3) If Party A fails to notify Party B within the specified time limit, the cancellation will not take effect. However, Party B may allow a make-up session upon payment of an instructor facility fee of NT\$500 per hour.

Article 16 – Notice and Method of Contract Termination and Refund

When Party A terminates this contract pursuant to Articles 9 through 12 or Article 14, such termination shall take effect immediately upon completion of a termination form at Party B's premises, and Party B shall provide Party A with a written confirmation of receipt.

Party B shall refund all applicable amounts in cash within fifteen (15) days of receiving notice under the preceding paragraph.

Article 17 – Assignment of Contract to a Third Party

Party A may, with the consent of Party B, assign this contract to a third party before the end of the contract period. The content and rights of the contract shall not be altered due to such assignment.

Party B may charge Party A a processing fee of NT\$600 for the handling of said assignment.

Article 18 – Contract Fulfillment Guarantee by Party B

Party B shall provide a performance guarantee for 50% of the prepaid amount. This clause does not apply to payment plans charged per session or on a monthly basis, or when the total prepaid amount is less than NT\$5,000.

Party B shall deposit the guaranteed amount into a designated escrow account provided by PAYUNi co. Ltd. (統一數發股份有限公司) prior to commencement of service. The funds shall remain in escrow until the end of the contract period.

Details of this performance guarantee are disclosed on Party B's official website.

Article 19 – Provisions Regarding Complimentary Items and Their Effects

Party B does not provide any complimentary items outside of the agreed service.

If Party B has provided goods or other content as complimentary items, Party B may not request their return nor deduct their value from the amount refundable to Party A upon contract termination.

If complimentary class sessions are provided, such sessions and their applicable validity periods shall be included in the total number of contracted sessions for the purpose of refund calculations.

Article 20 – Consumer Information and Advertisements

All advertising materials provided by Party B shall constitute part of the contractual content.

Party B shall ensure that all advertisements are truthful and accurate, and its obligations to Party A shall not be less than what is stated in such advertisements.

Article 21 – Individually Negotiated Clauses

1. Extension of Contract

Upon expiration of this contract, if Party A continues to purchase class passes, the contract shall automatically extend and remain in effect starting from the date of payment, for a period of either six (6) or twelve (12) weeks, depending on the type of class pass purchased.

2. Consent to Image Use

Party A (including the legal guardian of the participant, if applicable) grants permission to Party B to photograph, film, and publicly display Party A's likeness (in the form of photographs or videos) for the purposes of course promotion, class documentation, performance showcases, or other related activities. Such usage may be in any format or media, for promotional and commercial purposes, without further notice or compensation.

3. Compliance with Studio Policies

Party A agrees to comply with all of Party B's rules and regulations, and to participate in all classes and activities in a manner that ensures the safety and well-being of both themselves and others.

4. Assumption of Risk

Party A understands and voluntarily accepts the inherent and unavoidable risks of injury or illness associated with participating in classes or activities, and/or using facilities, equipment, and studio space. Party A agrees that Party B shall not be held liable for any physical or mental injury, economic loss, or other damages sustained as a result.

5. Waiver of Liability

Party A acknowledges that they are voluntarily participating in training and classes and are fully aware of the potential risks of injury and/or damage. Party A hereby waives and releases

Party B, including its agents and employees, from any liability or claims arising from such participation—including for Party A, Party A’s spouse, unborn children, or relatives—for any injury, illness, economic loss, or damage (including death) incurred in connection with the use of the facility or participation in the activity.

6. Medical Advice

Party A understands that if there is any doubt regarding their physical condition or health, they should consult a medical professional prior to using Party B’s facilities or participating in classes.

7. Personal Belongings

Party A agrees to be solely responsible for their personal belongings, and Party B shall not be held liable for any loss or damage of personal items.

8. Use and Management of Personal Data

Party A agrees that Party B may process and manage their personal data (including name, phone number, and optionally, email address) and membership records (including membership status, payment records, and check-in/out history) as follows:

1. Purpose of Data Collection: Member identification, membership management, class booking, and notification.
2. Other related contractual matters.

Article 22 – Disclosure of Dispute Resolution Procedures

In the event of a dispute between Party A and Party B, Party A may file a complaint and request mediation in accordance with the Consumer Protection Act.

Article 23 – Governing Law

This agreement shall be governed by the laws of the Republic of China (Taiwan).

Article 24 – Agreed Jurisdiction

In the event of litigation arising from this agreement, both parties agree that the Taipei District Court shall have jurisdiction over the first instance. However, this shall not exclude the application of Article 47 of the Consumer Protection Act or Article 28 Paragraph 2 and Article 436-9 of the Code of Civil Procedure regarding the jurisdiction of small claims courts.

Article 25 – Handling of Unspecified Matters

Any matters not specified in this agreement shall be resolved fairly in accordance with relevant laws, customary practices, and the principle of good faith.

Article 26 – Copies of the Contract

This agreement is executed in two counterparts, with each party retaining one copy for record and reference.

Contracting Party (“Party A”)

Name:

Contact Number:

Legal Guardian: *(Required if Party A is a minor. Consent and signature are mandatory.)*

Relationship to Party A:

National ID Number:

Name:

Contact Number:

Address:

Business Operator (“Party B”)

Responsible Person: YU Meng-Chun

National ID Number:

Legal Representative: YU Meng-Chun

National ID Number:

Contact Number: 0918-220-281

Address: 2F., No. 18, Sec. 1, Wuchang St., Zhongzheng Dist., Taipei City, Taiwan

Email: gravityballettaipei@gmail.com

Website: gravityballet.com

YYYY-MM-DD