

MONDORF Domaine Thermal
Avenue des Bains - L-5601 Mondorf-les-Bains
RCS Luxembourg : N° J29 | TVA : LU 11376826

Article 1 - Definitions

The terms used in these General Terms and Conditions of Sale (hereinafter "GTC") have the following meanings :

Customer	A natural person of legal age subscribing to the Program on their own behalf.
MDT	MONDORF Domaine Thermal
CMCM	Caisse Médico-Complémentaire Mutualiste
Checkup Assessment	Physical and cognitive evaluation performed via the Technogym Checkup station, powered by artificial intelligence.
Technogym AI Coach	Artificial intelligence system from Technogym S.p.A. that automatically generates the personalized training program.
Wellness Age	Overall indicator of physical and cognitive well-being calculated by the Technogym AI Coach algorithm.
Sports Coach	Qualified professional responsible for monitoring and human supervision of the training program.
Dietitian	Registered professional nutritionist involved in the assessment and nutritional plan.
AI Act	Regulation (EU) 2024/1689 on Artificial Intelligence.
GDPR	Regulation (EU) 2016/679 on the protection of personal data.

Article 2 - Purpose and scope

These GTC define the rights and obligations between MDT and the Customer within the framework of the Odyssey Program. Subscription constitutes full acceptance of the Terms and Conditions in effect on the date of subscription. Any subsequent modification of the Terms and Conditions by MDT applies only to future subscriptions.

Article 3 – Description of services

The Odyssey Program is a 24-week health prevention programme developed by MDT, with the support of CMCM, partner of the scheme and financier/purchaser of the Technogym Checkup station.

3.1 Included Services

1 complete initial assessment Technogym Checkup + Wellness Age; 1 personalized 24-week training program (generated by Artificial Intelligence); 1 nutritional assessment; 1 appointment to provide the meal plan; 1 mid-term assessment at 12 weeks; 1 final assessment at 24 weeks; 8 hours of Wellness & Fitness access (to be used within 24 weeks - non-transferable and non-refundable in case of unuse, except in the event of unavailability attributable to MDT)

Checkup Assessments: Under the supervision of the coach, each assessment evaluates body composition, balance, joint mobility, muscle strength, cardiovascular capacity, and cognitive skills. The Technogym AI Coach algorithm analyzes these measurements to generate the Wellness Age and the training program.

Nutritional Assessment: Individual consultation with the dietitian, analysis of eating habits, and provision of a personalized plan. Nutritional follow-up is conducted during the mid-term and final assessments.

3.2 Optional Services

Subscribed to separately by the Customer, under the applicable pricing conditions: TIME package 30 hours of Wellness & Fitness access (valid for 12 months), individual sports coaching sessions.

3.3 Use of Artificial Intelligence (Art. 50 AI Act)

The Program uses the Technogym AI Coach, an algorithm that analyzes the results of the Checkup assessment to automatically generate the Wellness Age and training program. All generated

programs are subject to the supervision of the sports coach, the sole professional authority, who has full authority to modify or adapt them.

Customer Rights Regarding Automated Decision-Making (Art. 22 GDPR) :

- Right to an explanation of the AI recommendations by the coach
- Right to human intervention by the coach to modify or adapt the training program
- Right to object to automated processing, but exercising this right makes it technically impossible to provide a personalized training program and results in the inability to execute the Program, without incurring any liability on the part of MDT.

Limitations of AI : Recommendations are generated based on parameters measured at a given moment and do not replace the professional judgment of the coach. Wellness Age cannot guarantee absolute accuracy for individuals with chronic conditions or atypical physiological profiles. Checkup assessments do not constitute a medical diagnosis or therapeutic treatment.

Article 4 – Subscription Conditions

4.1 Access Requirements

The Program is reserved for individuals aged 18 and over.

4.2 Subscription Procedure

The subscription is formalized upon receipt by MDT of full payment and all of the following contractual documents signed by the Customer :

- Declaration of Honor regarding information on contraindications
- GDPR & AI Act consent form

A copy of these TGC is provided to the Customer.

4.3 Customer's Health

The Customer certifies on their honor that they have no known medical contraindications to engaging in physical activity and agrees to immediately inform MDT of any changes in their health during the program. It is strongly advised to consult a doctor before starting, particularly in the case of cardiovascular, metabolic, joint, or respiratory conditions.

MDT accepts no liability for damages resulting from the Customer's failure to disclose relevant information about their health, failure to comply with the recommendations of the sports coach, or a pre-existing health condition not declared upon subscription to the Program.

4.4 CMCM Coverage

For CMCM members who meet the criteria defined by CMCM, including a BMI (Body Mass Index) of 25 or higher at the time of enrollment, CMCM may grant partial coverage for the Program. This coverage is subject exclusively to the conditions, limits, terms, and decisions of CMCM. MDT provides the Customer with the necessary supporting documents, including the invoice and certificate of completion of the Program, without guaranteeing the granting or the amount of reimbursement.

Article 5 - Prices and Payment Terms

5.1 Prices

Prices are displayed inclusive of all taxes (Luxembourg VAT at the current rate). The applicable price is the one in effect on the date of enrollment. In the event of a legal change in the VAT rate, prices will be adjusted accordingly.

5.2 Payment

Full payment is required upon enrollment, in cash or by credit card at the Nutrition office.

Article 6 - Right of Withdrawal

(Applicable only to remote payments)

In accordance with the law of April 2, 2014 (implementing Directive 2011/83/EU), the Customer has 14 calendar days from the date of subscription to withdraw from the contract, without giving any reason and without penalty.

To exercise this right before the expiry of the 14-day period, the Customer must notify their decision by email to odyssee@mondorf.lu or by registered mail to :

MONDORF Domaine Thermal, Nutrition Department - Odyssey Program, Avenue des Bains, L-5601 Mondorf-Les-Bains

In the event of a valid withdrawal, MDT will refund the amounts paid.

Article 7 - Cancellation and Refund

7.1 Cancellation by the Customer

Cancellation Time	Refund
14 days before the initial assessment	100% refund, after deduction of a €50 administrative fee
After the initial assessment - before week 6	50% of the Program price
Between weeks 6 and 12	25% of the Program price
After week 12 (interim assessment completed)	No refund

30-hour Time Package offered during the launch period : In the event of cancellation 14 days prior to the initial assessment, the 30-hour Time Package will be blocked. Any hours used or started will be billed to the Customer at the current rate for the undiscounted 30-hour Time Package, and this amount will be deducted from any potential refund.

Exceptions : Upon presentation of a medical certificate to the Nutrition office (serious illness, accident, surgery, pregnancy contraindicating physical activity) or in cases of force majeure justified by documentation, the Program may be extended once for a maximum of 3 months.

7.2 Cancellation by MDT

MDT may terminate the Program in the event of inappropriate, dangerous behavior or behavior contrary to the internal regulations of the Wellness & Fitness area. No refund will be given. In the event of the unforeseen unavailability of a staff member (coach, dietitian), MDT will offer a rescheduled session or a replacement professional with equivalent qualifications.

Article 8 - Postponement and Modification of the Program

Postponement of an appointment (assessment, coaching session, dietary consultation) : **24 hours' notice is required.** After this period, the appointment is considered completed and cannot be refunded or rescheduled.

MDT may modify the organization of the Program (schedule, instructors, equipment) without this constituting grounds for cancellation or refund, provided that the quality and content of the services remain equivalent.

Article 9 – Obligations of the Parties

9.1 The Customer agrees to :

Respect the agreed-upon schedules and appointments and notify MDT of any absence within the allotted time; Provide truthful and complete information about their state of health and any contraindications; Sign the contractual documents; Immediately inform the sports coach of any change in their health that may affect their sports activities; Follow the instructions of the sports coach and the dietitian; Comply with the internal regulations of the Wellness & Fitness areas; Do not share your Wellness & Fitness access with a third party; Use the Technogym Checkup station only under the supervision of a coach and in accordance with the instructions provided.

9.2 MDT commits, within the framework of the Program :

To provide qualified professionals; To ensure the proper functioning and maintenance of the Technogym Checkup station; To process the Customer's personal data in accordance with the GDPR and the AI Act; To inform the Customer of any changes as soon as possible; To provide the contractual documents.

Article 10 - Protection of Personal Data (GDPR & AI Act)

The Customer's personal data is processed in accordance with the requirements of the GDPR and the AI Act.

Data Controller	MONDORF Domaine Thermal Avenue des bains, L-5601 Mondorf-les-bains
Data Processor	Technogym S.p.A., Via Calcinaro 2861, 47521 Cesena, Italie (MyWellness Cloud / Google Cloud, UE)

The processing operations are as follows :

Manage Customer files, contractual documents, and appointments

Legal basis : Contract performance / Retention period : 5 years

Recipient : Nutrition Secretary

Manage payment and invoicing

Legal basis : Legal obligation / Retention period: 10 years

Recipients: Nutrition Secretary, Accounting department

Prepare assessments and generate training programs

Legal basis : Consent / Retention period: 5 years

Recipient : Sports Coach Technogym (Data processor)

Ensure follow-up by the sports coach and dietician

Legal basis : Contract performance / Retention period: 5 years

Recipients : Sports coach, Dietician

Access to the Wellness & Fitness area

Legal basis : Performance of the contract / Retention period: 5 years

Recipient : Receptionist

Manage the satisfaction survey

Legal basis : Legitimate interest / Retention period: 3 years

Recipients : Quality department, Management

The Customer has the right to access, rectify, erase, object to, and restrict the processing of their personal data, as well as the right to data portability. To exercise these rights, please contact the Data Protection Officer appointed by MDT by email at privacy@mondorf.lu or by mail to MONDORF Domaine Thermal, avenue des bains, L-5601 Mondorf-les-Bains.

The Customer also has the right to lodge a complaint with the National Commission for Data Protection (www.cnpd.public.lu) if they believe that the processing of their personal data does not comply with applicable legislation.

The complete GDPR & AI Act Information Notice is provided to and signed by the Customer upon subscription.

Article 11 - Intellectual Property

All content, methods, programs, nutritional plans, and materials provided within the framework of the Program are the intellectual property of MDT and/or Technogym S.p.A. They are made available to the Customer for their personal use only. Any reproduction, distribution, transfer, or commercialization is strictly prohibited without the prior written authorization of MDT.

Article 12 - Force majeure

MDT cannot be held liable for any failure to perform or delay due to a force majeure event as defined in Article 1148 of the Luxembourg Civil Code (natural disaster, pandemic, fire, government decision, major technical failure not attributable to MDT, unavailability of the Technogym/Google Cloud infrastructure). If the force majeure event persists for more than 30 days, each Party may terminate the contract automatically with reimbursement of the unperformed services on a pro rata basis.

Article 13 - Disputes and Mediation

Any dispute must be submitted in writing to the Management at the email address odyssee@mondorf.lu or by mail to : MONDORF Domaine Thermal – For the attention of the Management - Avenue des Bains - L-5601 Mondorf-les-Bains.

In the event of a dispute that cannot be resolved amicably, the Customer may resort to mediation with the Luxembourg Consumer Mediation Centre (www.cmc.lu) or with any other competent accredited mediation body in Luxembourg.

Article 14 - Applicable Law and Jurisdiction

These GTC are governed by Luxembourg law, in particular the Law of 2 April 2014 on Consumer Rights and the Luxembourg Civil Code. In the event of a dispute that cannot be resolved amicably, the courts of the Grand Duchy of Luxembourg shall have jurisdiction. In the event of any discrepancy in interpretation, only the French version of these General Terms and Conditions shall prevail.

Article 15 - Miscellaneous Provisions

If any provision of these GTC is declared invalid or unenforceable, the other provisions shall remain in full force and effect. MDT's failure to enforce any provision of these GTC shall not constitute a waiver of its right to enforce such provision subsequently.