

CALLA REF — B2B Terms of Service

SaaS Subscription Agreement for Commercial Partners

Version: b2b-tos-v1.0 — Effective date: July 8, 2026

Provider: Calla Ref GmbH, Gumpendorfer Straße 63F/22, 1060 Vienna, Austria — VAT ID: ATU 82641615 (the "Provider").

1. Parties, Scope and Acceptance

1.1 These Terms of Service (the "Agreement") govern the provision of the Calla Ref digital Reformer Pilates platform (the "Platform") as Software-as-a-Service (SaaS) to commercial partners operating a Reformer Pilates studio, a hotel, or a fitness, gym or wellness facility (the "Partner"). The Provider and the Partner are jointly referred to as the "Parties."

1.2 This Agreement is concluded exclusively with businesses (B2B). By accepting these Terms, the person completing the order confirms that they are acting in a commercial capacity and are duly authorized to represent and bind the Partner.

1.3 This Agreement is concluded when the Partner accepts these Terms via the checkbox during the online checkout process and completes the order. The plan selected at checkout (number of seats, billing modality, price) together with the order confirmation email forms an integral part of this Agreement and replaces any separate written annex.

2. Subject of the Agreement

2.1 The subject of this Agreement is the provision, for remuneration, of the Platform, which enables the Partner's end users (e.g. studio members, hotel guests, class participants — the "Customers") flexible, self-directed access to curated Reformer Pilates video workouts, without requiring personal trainer supervision.

2.2 The booked scope of services results from the plan selected at checkout and the service description in Annex B of this Agreement.

3. Services; Seats; Locations

3.1 Seats and core features. The Provider makes the Platform available on a seat basis. One seat corresponds to the streaming license for one device/tablet through which the Partner may simultaneously access and stream Calla Ref. The number of booked seats is bindingly determined by the Partner's selection at checkout. The price per seat is EUR 99.00 net per month plus statutory VAT (monthly billing) or EUR 990.00 net per seat per year plus statutory VAT (annual billing in advance).

3.2 Locations. The Partner may access the Platform exclusively from the business location(s) declared by the Partner during checkout. Use at additional locations requires a separate agreement.

3.3 Excluded services. The Provider owes exclusively the provision of the Platform in accordance with Annex B. The following are in particular not part of this Agreement: the provision or maintenance of hardware (in particular tablets, screens, Reformer machines), personal training sessions, and any services outside the Platform.

3.4 Support. The Provider provides support as follows: (a) written support (standard) via email to contact@callaref.com, with responses within 24 hours on business days; (b) telephone support for urgent malfunctions during business hours at +43 660 578 7201. Business hours: Monday to Friday, 09:00–18:00 (CET/CEST), excluding Austrian public holidays. Scheduled maintenance will be announced by email at least 48 hours in advance.

4. Onboarding

4.1 Implementation is carried out by the Provider and includes: provision of access credentials; a 30-minute onboarding training via video call; provision of a one-pager information sheet for the Partner's staff; and an online system test prior to go-live. No separate setup fee applies to this self-service plan.

5. License, Usage Rights, Protection Against Imitation

5.1 The Provider grants the Partner, for the term of this Agreement, a non-exclusive, non-transferable license, limited to the Partner's business, to use the Platform. Use is permitted exclusively by the Partner's Customers and authorized staff of the Partner. Sharing access credentials with third parties outside the Partner's business is prohibited.

5.2 All Platform content (in particular video workouts, trademarks, logos, and software) is the intellectual property of the Provider and protected by copyright. Any reproduction, publication, or distribution of such content without the Provider's express written consent is prohibited.

5.3 The Partner acknowledges that the structure, concept, and presentation of the Calla Ref Platform constitute legitimate business interests of the Provider worthy of protection. The Partner undertakes not to use insights gained through use of the Platform to develop an offering that is substantively or conceptually comparable, or to assist third parties in developing such an offering. This obligation applies without limitation in time.

6. Term and Termination

6.1 Term. The Agreement enters into force upon acceptance at checkout and has a minimum term of twelve (12) months from the start of the subscription.

6.2 Renewal. After expiry of the minimum term, the Agreement automatically renews for successive periods of twelve (12) months each, unless terminated by either Party in written form (email suffices) or via the billing portal with at least four (4) weeks' notice prior to the end of the then-current term.

6.3 Extraordinary termination. The right to extraordinary termination for good cause remains unaffected. Good cause exists in particular if a Party fails to fulfil its material contractual obligations despite a written warning and a reasonable cure period of at least 14 days. Good cause entitling the Provider to extraordinary termination furthermore includes in any case: (a) payment default by the Partner of more than 60 days despite written reminder; (b) the filing of an insolvency petition or the opening of insolvency proceedings over the Partner's assets; (c) a material breach of the Partner's information or confidentiality obligations.

7. Prices and Payment Terms

7.1 Usage fee. The usage fee is based on the number of booked seats (see clause 3) and the billing modality selected at checkout: EUR 99.00 net per seat per month (monthly billing) or EUR 990.00 net per seat per year (annual billing in advance), in each case plus statutory VAT. The total fee equals the number of booked seats multiplied by the applicable per-seat price.

7.2 Payment processing. Payments are processed via the payment service provider Stripe using the payment method provided by the Partner at checkout (e.g. credit card or SEPA direct debit). Monthly fees are charged in advance at the beginning of each billing period; annual fees are charged in advance at the beginning of each contract year. The Partner shall ensure sufficient coverage of the selected payment method.

7.3 Payment default. In the event of payment default, the Provider is entitled, after one written reminder, to suspend access to the Platform until the outstanding amount has been settled. Default interest is charged at the statutory rate. Suspension of access does not release the Partner from the payment obligation for the agreed term.

7.4 Price adjustment. The Provider is entitled to adjust prices upon each contract renewal in line with the change of the Austrian Consumer Price Index (VPI 2020, Statistik Austria), with the index value at the time of conclusion of this Agreement serving as the reference value, rounded to the next full euro amount. Adjusted prices will be communicated to the Partner by email with eight (8) weeks' advance notice. In the event of an increase of more than 10% compared to the most recently applicable price, the Partner has an extraordinary termination right exercisable within four (4) weeks of notification.

7.5 VAT and VAT ID. All prices are net amounts plus applicable statutory VAT, regardless of the Partner's VAT status. If the Partner is a small business within the meaning of § 6 (1) no. 27 of the Austrian VAT Act (UStG) or a comparable national provision, the Partner bears the VAT on the Provider's services in full as its own cost; there is no entitlement to invoicing without VAT. The Partner shall provide its VAT identification number at checkout if it has one. The Provider's VAT ID is ATU 82641615.

7.6 Reverse charge (EU B2B). If the Partner is a business established in another EU member state with a valid VAT ID, the tax liability transfers to the Partner pursuant to Art. 196 of the EU VAT Directive (reverse charge). In this case the Provider issues a net invoice without Austrian VAT and notes the recipient's tax liability. The Partner is obliged to account for VAT in its country of establishment.

7.7 Third countries. For Partners established outside the EU, the service is deemed supplied at the recipient's location; no Austrian VAT is charged. The Partner is always solely responsible for fulfilling any tax obligations in its country of establishment and shall indemnify and hold the Provider harmless from any costs arising from non-fulfilment of such obligations.

8. Marketing and Trademark Rights

8.1 Attribution. If the Partner uses Platform content (in particular video excerpts, screenshots, or descriptions of workout content) in its own marketing campaigns or digital communications, it must name Calla Ref as the author and provider. For publications on social media platforms, the Provider's official account must be tagged (Instagram: @callaref). This tagging obligation applies to all posts in which Platform content is visible or referenced.

8.2 Accurate representation. The Partner must represent Calla Ref and the Platform accurately and truthfully in all communications. Misleading, distorting, or damaging representations are prohibited. If the Provider determines that the Partner is presenting content or information about Calla Ref incorrectly or misleadingly, the Provider may demand correction in writing; the Partner must correct or remove the objected representation within five (5) business days of receipt of the demand.

8.3 Legal remedies. The Partner shall refrain from any actions that may actually or potentially damage the reputation, brand, or business interests of Calla Ref — in particular false representations, defamation, or breach of the attribution obligations. The Provider expressly reserves the right to take legal action in the event of non-compliance, including in particular injunctive relief, damages claims, and extraordinary termination of this Agreement.

9. Data Protection and Data Processing (DPA)

9.1 Roles. The Parties agree that, insofar as personal data of end users is processed in the context of Platform use, the Partner is the controller and the Provider is the processor within the meaning of the GDPR.

9.2 Subject of processing. The Provider processes the following categories of personal data on behalf of the Partner: usage data (login times, workout selection, session duration) and, where applicable, device-related data. Processing occurs exclusively for the purpose of providing the contractual Platform service and — where included in the booked plan — creating utilization analyses. No processing for the Provider's own purposes takes place, except in anonymized and aggregated form.

9.3 Instructions. Beyond clause 9.2, the Provider processes personal data exclusively on documented instructions from the Partner. If the Provider is required to process data under Union or national law, it shall inform the Partner prior to processing.

9.4 Technical and organizational measures. The Provider implements appropriate technical and organizational measures pursuant to Art. 32 GDPR to ensure the security of the processed data (including TLS encryption of data transmission, access control systems, and regular backups).

9.5 Sub-processors. The Provider is entitled to engage sub-processors (e.g. hosting providers, video CDN). The Partner will be informed of material changes and may raise objections in writing within 14 days.

9.6 Data subject rights. The Provider shall support the Partner, to the extent possible, in responding to data subject requests (access, erasure, rectification).

9.7 Deletion after termination. Upon termination of this Agreement, the Provider shall delete (to the extent technically possible and reasonable) or return all personal data processed on behalf of the Partner, unless a statutory retention obligation applies.

10. Confidentiality

Each Party undertakes to treat all business secrets, information, and documents of the other Party that become known in the context of this Agreement as strictly confidential and not to disclose them to third parties. This obligation continues for a period of three (3) years after termination of the Agreement.

11. Liability and Warranty

11.1 Limitation of liability. The Provider's liability is limited to intent and gross negligence. The Provider is not liable for slight negligence, except for personal injury. For gross negligence, the Provider is liable only in the event of a breach of material contractual obligations, and in such case limited in amount to the typically foreseeable damage, but in any event capped at the amount of the net payments made by the Partner in the three (3) months preceding the damaging event.

11.2 Exclusion of consequential damages. Liability of the Provider for lost profits, indirect damages, or consequential damages is in any event excluded.

11.3 Video content disclaimer. The Provider assumes no liability for the medical correctness, therapeutic suitability, or sports-medical safety of the exercises and instructions shown in the video content. The content serves general movement promotion only and does not replace medical, physiotherapeutic, or sports-medical advice. The Partner is obliged to inform its end users accordingly.

11.4 Availability. The Provider does not warrant uninterrupted availability of the Platform, in particular not in cases of force majeure, technical failures of third-party providers (e.g. internet providers), or scheduled maintenance. In any event, no liability arises if the Provider informs the Partner of (potential) interruptions of Platform availability within a reasonable period in advance; five (5) hours' advance notice is in any event deemed reasonable. Scheduled maintenance windows are announced to the Partner in advance pursuant to clause 3.4 and are to be taken into account by the Partner.

11.5 Training risk disclaimer. The Platform provides digital video content to support self-directed Reformer Pilates training. The Provider expressly assumes no liability for training accidents, injuries, health impairments, or other damage arising in connection with the use of the Platform or the performance of the exercises shown. The Provider verifies neither the health suitability of individual end users for training nor the existence of injuries, illnesses, or other physical limitations. The Platform does not replace a sports-medical or medical assessment. Every end user trains at their own risk. The Provider is furthermore not liable for damage caused by improper operation of the Reformer machine, regardless of whether the video instructions were followed. Responsibility for the proper condition, maintenance, and safe installation of the machines lies exclusively with the Partner.

11.6 Partner's duty to inform; indemnification. The duty to inform end users about personal responsibility during training lies exclusively with the Partner. Before first use of the training offering, end users must be informed by the Partner in an appropriate manner that training is at their own risk and that medical advice should be obtained in advance in the event of health limitations or injuries. The Partner bears sole responsibility for ensuring that its end users are appropriately informed about the risks associated with training. The Partner shall indemnify the Provider against all third-party claims — in particular from end users — based on training accidents, injuries, or health damage, unless the Provider acted with intent or gross negligence. This indemnification obligation also covers the costs of a reasonable legal defense.

12. Changes to the Service

The Provider is entitled to continuously develop and update the Platform and its content (in particular video workouts, features, UI). Changes that permanently restrict or remove essential core functions will be announced to the Partner by email at least four (4) weeks before taking effect.

13. Final Provisions

13.1 Governing law and jurisdiction. This Agreement is governed by Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction is the court competent for commercial matters in 1010 Vienna, Austria.

13.2 Written form. Side agreements, amendments, and supplements to this Agreement require written form to be effective (email suffices). This also applies to the waiver of this clause.

13.3 Severability. Should any provision of this Agreement be wholly or partially invalid or unenforceable, the validity of the remaining provisions remains unaffected. The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid provision.

13.4 Entire agreement. This Agreement, including its Annexes and the plan confirmed at checkout, constitutes the entire agreement of the Parties regarding its subject matter and supersedes all prior oral or written arrangements.

13.5 Assignment. The Partner is not entitled to transfer or assign rights or obligations under this Agreement to third parties without the Provider's prior written consent. The Provider is entitled to transfer its rights and obligations under this Agreement to an affiliated company.

13.6 Contact data. The Partner must notify the Provider in writing of any changes to its contact data (in particular email address, telephone number, address, and responsible contact person) without undue delay, at the latest within 14 days. Legally relevant declarations of the Provider addressed to the Partner's most recently known address are deemed received.

Annex B — Service Description

Confidential — this service description is intended exclusively for the Partner. Disclosure to third parties without the Provider's express written consent is prohibited.

1. Contractual services. Within the booked plan, the Provider makes the following digital services available to the Partner: provision of video-guided Reformer Pilates classes via the Calla Ref web app, accessible by the Partner's end users via browser; provision of all updates and extensions of the video content (content updates). All video content is provided in English.

2. Additional services and add-on packages. The Provider additionally offers optional add-on packages and extension services that are not part of this Agreement. Such additional services can be agreed separately and require a written supplementary agreement including agreement on the fee. Further information on available add-on packages is available on request at contact@callaref.com.

This service description applies from the subscription start confirmed at checkout. Changes will be communicated to the Partner in due time pursuant to clause 12 of the Agreement.