

TERMS AND CONDITIONS

 **BASIC-FIT**

ARTICLE 1. DEFINITIONS

If you are a Member with us or want to become a Member and you use our services or products, this must be done according to clear and transparent agreements. By registering, you declare that you have read and accept these General Terms and Conditions as well as the House Rules of Basic-Fit and act in accordance with them. The General Terms and Conditions and House Rules can be found on www.basic-fit.com/en-fr/ and can be consulted at the reception of the Basic-Fit Clubs. These General Terms and Conditions come into force as of May 1st, 2026 and are valid for any new subscription taken out as of this date.

Friend: If you have a *Premium* or *Ultimate* subscription, you can be accompanied by a friend. This friend cannot come alone and must be registered before gaining access to the Club, as described in section 6.c.

Basic-Fit: Basic-Fit France, a simplified joint stock company with capital of 399.200.000 euros, whose registered office is located at 7 rue des Précurseurs, 59290 Wasquehal, registered in the Trade and Companies Register of Lille Métropole under number 798 233 011, VAT number FR02798233011, service.clientele@basic-fit.fr; and the services and products that we offer under the name of Basic-Fit.

Self-Service Terminal: the digital *self-service* terminal available at the Club. You can sign up but also, for example, change information and add or adapt Options.

Member Card or QR-Code: You must present your QR-Code accessible from the Basic-Fit App to access the club. It is possible to obtain a Member Card which will be charged.

Club: the physical place where Basic-Fit offers fitness activities. It can also be your Reference Club.

Reference Club: the Club in which you can train and which is indicated in your Contract as a "Reference" Club. It is the club closest to your home, or the one you indicated when you registered. With a Founding Member subscription, you can only practice in the Reference Club. With a *Comfort* subscription, you can go to all our Clubs in France and with a *Premium* or *Ultimate* subscription in all our Clubs in Europe, but you must still designate a Reference Club. You can change your Reference Club up to once a month.

Contract: the contract concluded between Basic-Fit and the Member when subscribing to a Basic-Fit subscription. These Terms and Conditions as well as the conditions specific to the Options you choose are an integral part of your Contract. By signing the Contract, you also agree to comply with Basic-Fit's internal rules (including in particular the House Rules and applicable health rules).

Effective Date: the effective date of your Contract is the date on which you register with Basic-Fit, or the day on which your Reference Club opens in the event of the subscription of a Contract before opening it. If there is a Welcome Offer or a promotion with extra weeks applicable at the time of your subscription, the start date of the minimum commitment period and the beginning of the payment of your membership fees will be postponed as well. The Effective Date will be set at the date of subscription to the Contract but the minimum commitment period will come into effect after the extra weeks of the offer. For example, "2 weeks offered": if you register on May 12, the Effective Date of your Contract is May 12 but the start of the payment of the fees and the minimum commitment period will take place on May 26. During the offer period (in this case, between May 12 and May 26), you can already train in a Club and you will not have to pay anything, except for what must be paid under Article 5 of these general conditions.

Host: the Basic-Fit employee(s) who manages a Club.

Young Member: You can become a Member from 16 years old. Children under the age of 16 are not allowed to become Members. If you are between 16 and 18 years old, you are a Young Member.

Member: You can become a Basic-Fit member if you are a natural person. Basic-Fit may ask you to prove, by declining your identity, that you are the owner of the QR-Code or Member Card.

Founding Member: new members who join Basic-Fit before the opening date of selected new Clubs and no later than 4 weeks following the opening date of the Club. This is only applicable to people who do not have an ongoing subscription with Basic-Fit. The Founding Members will thus benefit from a dedicated subscription, unless they change their subscription, or unless their subscription is terminated,

depending on the event occurring first, under the conditions described in Article 2 hereof. The Founding Members will be considered for the purposes hereof as Members and, therefore, these General Terms and Conditions apply to them unless clause that would be contrary to this definition and Article 2.

Welcome offer: if you subscribe to a Contract with a one-year paid commitment, you automatically benefit from a sports bag and one of these three offers:

- a price of €9.99 for the first 4-Week period of your subscription; or
- the first 2 weeks offered (2 + 52 weeks contract); or
- the flexible option offered. You can subscribe to one of our subscriptions without commitment

to a fixed period of one year and at no additional cost. Termination is possible under the conditions provided for in article 9.c. You will benefit from this offer for as long as you maintain your subscription, that is to say until you change your subscription or terminate your contract, whichever occurs first.

The offer applicable at the time of your subscription is specified by Basic-Fit on the Website or on the Self-Service Terminal. This Welcome Offer does not apply to Founding Members or if you choose the flexible option, with the exception of the bag offered, and it does not constitute a promotion. The Welcome Offer cannot be combined with a promotion: when a promotion is applied, the Welcome Offer becomes inapplicable with the exception of the sports bag.

Option: services or products or equipment that may be acquired at Basic-Fit for an additional fee in addition to the basic subscription. The “LIVE group course with instructor” is not an option.

4-Week Period: a period of 4 consecutive weeks. Your Contract is divided into periods of 4 consecutive weeks each, the first period starting on the Effective Date. If you have opted for a payment every 4 weeks, the date of the payments will be determined on the basis of 4-Week Periods.

One-year period: a period consisting of thirteen 4-Week Periods.

One-Time User: Any person who gains access to the gym through third-party partner services.

Unless the context otherwise justifies, all references to the singular of words beginning with a capital letter also include the plural and *vice versa*.

Should there be any inconsistency or conflict between the French and English versions of these Terms and Conditions, the French version shall prevail.

ARTICLE 2. BECOMING A MEMBER AND ACCESS – WITHDRAWAL RIGHT

a. You can subscribe to a membership in one of the following ways:

- o on the Basic-Fit website, by completing the online registration form; or
- o in any Club, by completing the registration form on one of our Self-Service Terminals.

You can pay by credit card, Mastercard, Visa, Paypal or prepaid card.

b. If you register through the Basic-Fit website, you have the right to withdraw, without motivation, within 14 days from the date of your registration, by email to the service.address.clientele@basic-fit.fr, by mail to Postbus 3124, 2130 KC Hoofddorp, The Netherlands, or by using the withdrawal model available in the Appendix. The right of withdrawal cannot be exercised via the App.

c. If the 14th day falls on a weekend or holiday, the right of withdrawal will expire at the end of the first next business day.

d. This right of withdrawal does not apply to a registration made to the Club.

e. If you decide to make use of your right of withdrawal and the subscription has not been used during this 14-day period, this cancellation is free of charge. If the subscription was used during this 14-day period, Basic-Fit may reserve the option to retain a portion of the subscription amount paid *pro rata* (i.e. from subscription activation until the day of cancellation, including any registration fees). You will be refunded as soon as possible, and no later than 14 days after receipt of your request for cancellation of the Subscription, using the same payment method as the one initially chosen by you.

f. You cannot exercise your right of withdrawal at the Self-Service Terminal.

g. If you join Basic-Fit prior to the opening date of a newly selected Club and up to four (4) weeks following the opening date of that Club, you may choose a Founding Member subscription (for example, if a Club opens on May 5th, the Founding Member subscription may be taken out until June 1 inclusive).

Founding Members benefit from a preferential price, which remains applicable unless the subscription is changed or terminated, in which case the Founding Member status and the associated preferential price are lost. . Tiered pricing applies to Founding Members' memberships. Pricing tiers are determined by reference to the time remaining until the Club's estimated opening date and continue to apply for a period of one (1) month following the opening of the Club. As a result, the applicable prices may vary depending on the Club and the timing of the subscription. you are therefore invited to consult the prices displayed on the website and, after the Club has opened, at the in-club kiosk, prior to subscribing. The Founding Member subscription is available for a minimum commitment period of one (1) year and may be paid according to one of the following options: (i) payment every four (4) weeks, in which case the Contract will be automatically renewed at the end of the minimum commitment period unless otherwise requested; or (ii) payment in advance in a single instalment for the one-year minimum commitment period, in which case an email will be sent at the end of that period to confirm whether you wish to continue the Contract. Between the subscription date and the opening date of the newly selected Club, the subscription may be terminated freely. The period for exercising the right of withdrawal by Founding Members, where applicable to distance contracts, runs from the opening date of the Club.

ARTICLE 3. SUBSCRIPTION – TERMS

a. We offer different types of subscriptions; you will find all the details on our website or in our Clubs. We do not guarantee the continuous availability of all our subscription plans. Availability may be modified, suspended, or discontinued at our sole discretion at any time. All subscription types give unlimited access during your Reference Club's opening hours, but also to online courses. *Comfort*, *Premium*, and *Ultimate* subscriptions consist of various components that together form a complete package. As such, individual components cannot be canceled separately.

With a Founding Members subscription, you have access only to your Reference Club.

With a *Comfort* subscription, you have access to all Clubs in France.

With a *Premium* subscription, you also have access to all Clubs in Europe and massage chairs.

With the *Ultimate* subscription, you also have access to all Clubs in Europe, massage chairs, YANGA Sports Water, the Relax & Recover option (available only in selected Clubs), and the possibility to freeze your membership.

b. When you register, you indicate the type of subscription you want to subscribe to. You can subscribe to all our subscription types for:

- a minimum commitment period of one year, automatically renewed for an indefinite period, with payment every 4-Week Period; or
- a firm one-year commitment period, which will automatically end and with an advance full payment; or
- the flexible option: a closed 4-Week Period, which will be automatically renewed for an indefinite period unless you request its termination, with payment per 4-Week Periods. You can benefit from the flexible option for an additional cost (the Welcome Offer is not applicable if you choose the flexible option, except for the complimentary bag).

c. For *Comfort*, *Premium* and *Ultimate* subscriptions, you have access to the Basic-Fit App. Basic-Fit may require App updates (e.g. for security or bug fixes purposes), in which case you will be informed on the nature and timing of these updates.

d. If you have a *Premium* subscription, you can take a Friend to the Club once per week. If you have a *Ultimate* subscription, you can take a Friend to the Club several times per week.

e. If you want to visit our facilities occasionally or just try them out, you can also buy a " *Day Pass* " at the Self-Service Terminal. With the " *Day Pass* ", you can also enjoy the "LIVE group lessons with instructor" if they are available in the chosen Club. After purchasing a " *Day Pass* ", you have a limited time of 7 days to activate it. The " *Day Pass* " thus confers a unique access (1 single entry), on the day of its activation, to the Club of your choice in the country of purchase. The Welcome Offer is not applicable when purchasing a " *Day Pass* ".

f. If you decide to change your subscription type through the Basic-Fit website or on My Basic Fit, you have the right to withdraw, without motivation, within 14 days from the date of said change, as indicated

in Article 2.b. In this case, the change will be cancelled and you will find your initial subscription until the end of your initial Contract (as well as for its possible renewals, if applicable).

g. In the case of the “LIVE group course with instructor”, you can use Basic-Fit group lesson facilities unlimitedly during the opening hours of the Clubs where these courses are offered. These courses are not offered in all Clubs, infrastructures and schedules of “LIVE group classes with instructor” varying according to the Clubs. The related information can be obtained from the chosen Club or from the Basic-Fit website. A maximum number of participants applies for each “LIVE group course with instructor”, especially for health and safety reasons, Basic-Fit therefore does not guarantee systematic access to “LIVE group classes with instructor”. Basic-Fit may state that the “LIVE group classes with instructor” must be reserved in a manner to be defined by Basic-Fit (for example: reservation in the chosen Club, via the Basic-Fit mobile application or on the Basic-Fit website).

h. Any change to the type of membership results in the subscription of a new contract, and the Contract Effective Date becomes the date on which the new membership is subscribed to.

ARTICLE 4. OPTIONS, PERSONAL TRAINING AND ONE-TIME USERS

a. In addition to the subscription type, we offer different Options. These may differ depending on the Clubs. Up-to-date information, including Options rates, can be found at <http://basic-fit.com/en-fr>, or you can request it on site, at any Club.

b. You may subscribe to an Option during subscription or during the term of the Contract with the exception of the flexible and freeze options which can only be selected when subscribing to the Contract or outside the firm commitment period. An Option may be terminated at any time during the Contract. The termination of an Option results in the termination of the right to use the Option. The termination of an Option is possible in the same way as the registration for said Option (i.e. you can do it yourself via My Basic-Fit or at the Club Self-Service Terminal), given a notice period of a 4-Week Period. In any event, the Option ends at the end of the Contract.

c. Options are activated immediately so that you can take advantage of them without delay. Article 2.a, Article 2.b and Article 3 apply to all Options. If you choose a subscription with a payment every 4-Week Periods, the cost of the Options will be added to that of your subscription so that the total amount of both payments is deducted at once. If you subscribe to an Option after the first day of your subscription, you will be liable for a membership fee for the Option calculated in proportion to the cost of the Option for the period between the day of its activation and the first day of the next 4-Week Period. If you have opted for a subscription with full early payment, you will have to pay for the Options in advance, at the same time as your subscription. If you subscribe to an Option after the first day of your subscription, you will be liable for a contribution for the Option calculated in proportion to the cost of the Option for the period between the day of its activation and the end of your Contract.

For the period between activation and the date of first payment, you will be liable for a *pro rata* fee for the Option. Payment for an Option will be added to the contribution payment and they will be deducted at once.

d. If you opt for the “YANGA Sports Water” Option, during your sport, you can fill your bottle at will. However, a reasonable time interval applies between two fillings. Make sure your gourd is big enough.

e. If you become a member and want to discover the Club, you can purchase an introductory session within your Club. Only you, not your Friend, can do it. However, you can buy several sessions so that your Friend can benefit. Basic-Fit does not directly provide the introductory sessions but outsources them to the professionals present in the chosen Club who are in charge of Personal Training services. These professionals are not employed by Basic-Fit; they work independently.

f. You may subscribe to the Option enabling the freeze of your membership at the time of your subscription or when changing subscription. It will allow you to freeze your membership in the limit of maximum 4 weeks per freeze, twice per year (for a total of maximum 8 weeks per year) with a *Comfort* or *Premium* subscription. This Option is included in the *Ultimate* subscription. If you decide to freeze your membership during the fixed commitment period, the remainder of that period will be extended accordingly. It is you who manage (via the website or at the Self-Service Terminal) the start date and duration of the freeze. You can terminate the freeze option outside of the minimum commitment period

of one year, in the conditions of Article 9. During the freeze, your access to the club is temporarily blocked.

g. Access to a club for a One-Time User is conditioned upon the subscription and activation of a pass or offer provided by a partner such as Wellhub. The One-Time User must provide, upon Basic-Fit's request, any information or proof related to their subscription with this partner, in full compliance with the third-party service's terms of use. Access for One-Time Users is limited to one or more sessions, according to the terms agreed upon with the partner. They cannot benefit from any additional options. Basic-Fit's availability may vary depending on time slots. The One-Time User cannot, under any circumstances, gain unlimited or priority access to the club. The One-Time User agrees to fully comply with the General Terms and Conditions and House Rules. In case of non-compliance with these rules, Basic-Fit reserves the right to refuse or interrupt access to the club, temporarily or permanently, without compensation.

ARTICLE 5. FEES AND PAYMENT

a. All subscription types have their own rates and terms. You will find them on the Basic-Fit website or within the Clubs.

b. The acquisition of membership entails the invoicing of registration fees in addition to the subscription fee payable. These registration fees may vary depending on the type of subscription and if a promotional offer is applied. If your subscription has expired and you want to become a Member again, you must pay the registration fee again.

c. All subscriptions are due and payable by advance payment, unless defined otherwise on the contract.

d. Basic-Fit also offers its Members the possibility to pay in advance at once for the contractual period agreed by online payment or by credit card in Self-Service Terminal (if you opt for a contract with a minimum commitment period of one firm year with advance full payment). In this case, no SEPA direct debit per 4-Week Period will be initiated and the subscription will automatically expire at the end of the fixed period of one year, as an exception to Article 3.b above.

e. If you opt for a Contract with payment every 4-Week Period, the first payment will take place by online payment (in case of online subscription) or by credit card at the Self-Service Terminal (in case of club subscription), then payment will take place every 4-Week Period by SEPA direct debit and at the rates applicable to your subscription. Each payment covers a 4-Week Period. This means that 13 payments will be done per year. Therefore, once a year, there are 2 payments in a calendar month. This is also the case when this type of subscription is renewed for an indefinite period.

f. If for any reason, except the fault of a third party or a technical malfunction, we fail to collect your payment (e.g. for cancellation, insufficient balance, etc.), then we send again the payment request to your bank. If you do not comply with your payment obligation, your QR-Code or Member Card will be blocked until you comply with your payment obligation.

g. If after receiving a formal notice, you still do not comply with your payment obligation, you will be considered to be in default. We will then be able to send the file to a debt collection institution. We will also be entitled to terminate the Contract with immediate effect. You will then be liable for all subscription rights that should have been paid during the term of the Contract plus the collection costs invoiced after obtaining an enforceable title.

h. The applicable prices are indicated in the Contract by Basic-Fit and correspond to the rates charged by the Club and displayed at the reception of the Club at the time of acceptance of the Contract by you. In the event that a rate increase occurs during the extension periods of the Contract, you will be informed by individual letter 2 months before its effective date, and you may terminate the Contract under the conditions set out in Article 9. This paragraph is inapplicable in the event of a contrary offer such as an offer valid for life.

i. Basic-Fit subscriptions give you the right to train in Basic-Fit Clubs. Therefore, if you do not use the Contract or the Options, there will be no refund of your contribution, with the exception of any special cases expressly stipulated in these general conditions.

j. Prices are indicated VAT included, corresponding to the sum of the amounts excluding taxes to which the VAT in force is applied. Basic-Fit reserves the right to carry forward any new tax and VAT rate increase on these prices as soon as they come into force.

k. Any service must be the subject, as soon as it has been rendered and in any event before payment of the price, of the issue of a note when the price of the service is greater than or equal to €25 (including VAT). For services whose price is less than €25 (including VAT), the issue of a note is optional, but it must be given to the customer if requested. To this end, you agree to receive your invoices electronically on My Basic-Fit.

l. Except for legal exceptions, the printing and delivery of payment receipts are only carried out at the request of the consumer.

ARTICLE 6. QR-CODE AND MEMBER CARD

a. When registering, we recommend that you download the Basic-Fit Application, available in our 6 countries of activity (Germany, Belgium, Spain, France, Luxembourg and the Netherlands) and for Android 8 and iOS 13 minimum. You will be able to create your personal space there, activate the QR-Code allowing you to access clubs and content. It is possible to obtain a Member Card which will be charged. These two means of access cannot be combined: activating the QR-Code deactivates the access card and conversely activating the access card deactivates the QR-Code.

b. The Member Card and QR-Code are the property of Basic-Fit and you may only use them for the duration of the Contract.

c. The Contract, QR-Code or Member Card cannot be transferred to a third party. This is a personal membership.

d. With the *Premium* and *Ultimate* subscription, you can come to the Club with a Friend within the limit of a simultaneous presence at the Club of 2 people maximum accessing the Club within an interval of 15 minutes. Each person must scan their own QR-Code or Member Card to access the Club. It is you who register a Friend (via My Basic-Fit, either on the website or on the Basic-Fit mobile application). Your Friend must also comply with these Terms and Conditions and the House Rules to be able to access the Club. Then your Friend will receive a provisional QR-Code. Your Friend cannot make use of the Options you have added to the Contract.

e. For all subscriptions other than *Premium* and *Ultimate*, you are not allowed to bring a Friend with your subscription. If you want to be accompanied by someone who is not a Member, this person can buy a daily access card, called "Day Pass".

f. These Terms and Conditions, if relevant, and our House Rules, also apply to registered Friends and Day Pass holders and any person accessing a Club using promotions or other access conditions. As a Member, you are responsible for how the Contract, QR-Code and Member Card are used or misused. You must therefore ensure that Friends respect and comply with Basic-Fit's Terms and Conditions and House Rules. You must know these Friends and be able to provide their identity as well as their contact details to Basic-Fit.

g. If the person you want to bring as a Friend or with a "Day Pass" is between 16 and 18 years old, that person can only be registered as a Friend if his parents or the holder of parental authority has given permission for that person to come and train at the Club, under your supervision, as a Friend. People under 16 years old cannot be registered as Friends and are not allowed in our Clubs.

h. If you lose your Member Card or if it is stolen, you can purchase a new Member Card at the Club Self-Service Terminal or benefit from a new QR-Code. With a QR-Code, you will always have your means of access at your fingertips. As an alternative, we offer the possibility to purchase a new Member Card at the Club's Self-Service Terminal. Any purchase of a new Member Card will automatically block the old Member Card. The contribution for the new Member Card must be paid by credit card at the Club Self-Service Terminal, after which the new one will be activated. In the meantime, your payment obligation remains in effect.

i. In order to limit QR-code fraud, a reasonable limitation applies (i) on the number of times per day the QR-code or pass can be used in our clubs, and (ii) how often the QR-code displaying device (e.g. a smartphone) can be changed.

ARTICLE 7. OPENING HOURS – OPEN ACCESS HOURS

- a.** Basic-Fit indicates the opening hours for each of its Clubs.
- b.** Certain Clubs may be open twenty-four (24) hours a day on certain days. Access without on-site staff (“Open Access”) is offered only where and to the extent permitted by applicable laws and regulations, and strictly within the framework and conditions set out therein. During Open Access, access to the Club is subject to specific conditions and restrictions aimed at ensuring Members’ safety. The number of users allowed simultaneously inside the Club during unstaffed hours is strictly limited to nineteen (19) persons. For safety reasons, Members are advised to use the Club facilities in the presence of at least one other person and to avoid any sports activity in isolation.
- c.** Access during Open Access is subject to a prior registration or booking requirement, which Members must complete in advance of their visit. In addition, access to certain areas of the Club may be temporarily restricted or prohibited, including, without limitation, upper floors or specific zones.
- d.** Access between 10:30 p.m. and 8:00 a.m. is strictly reserved for Members over eighteen (18) years of age. Access to the Club during Open Access is in any event strictly prohibited to minors.
- e.** For security purposes, Basic-Fit uses audio and video surveillance equipment within Clubs. In the event of an incident, question or emergency, Members may use the assistance button to contact the control center, which will provide appropriate support. Members are expected to be aware of the location of emergency call points and emergency exits, to comply with all applicable safety rules, and to exercise appropriate caution at all times. Basic-Fit also recommends that Members wear a call-button collar during their workouts.
- f.** Members wishing to benefit from Open Access are required to complete a self-assessment of their physical condition, designed to raise awareness of the risks associated with exercising in an unstaffed environment.
- g.** Members acknowledge that, at the time of registering for a session during Open Access hours, they have been informed of the Risk Notice relating to the conditions for carrying out physical activity within the Club in the absence of staff on site. They acknowledge that they are fully informed of the risks associated with such practice and declare that they train under their sole responsibility during these periods.
- h.** During Open Access hours, changing rooms are in principle accessible to Members. However, for reasons including those related to safety or the organization of the Club, Basic-Fit reserves the right to restrict or suspend access to them where circumstances so justify. Members are invited to enquire directly with their Club in order to be informed of the applicable conditions. In the event of the changing rooms being closed, Members must ensure that all their personal belongings have been removed from lockers and changing rooms before the Club staff member leaves at 10:30 p.m. Any request to reopen the changing rooms after this time will result in a fee of €45.
- i.** If you are a Founding Member and your Reference Club permanently closes; you will retain your terms in the new Club that you designate as the Reference Club. In this case, Founding Members must choose a new Reference Club within a maximum period of two (2) months from the closure of their Reference Club in order to retain their status as Founding Member.

ARTICLE 8. MOVE OR INJURY – SUSPENSION

- a.** If you are about to move, you can continue to train in our Clubs. We will adapt your Reference Club to the Club closest to your new address, or to another Club of your choice. If there is no Club within 2 km of your new address, you can indicate which Club you wish to designate as the Reference Club. In this case, we also offer you the possibility to terminate your Contract under the conditions stipulated in Article 9. We will ask you to prove that you have changed your address by providing us with a copy of proof of domicile of less than 3 months.
- b.** We hope you come to train with us in good health. If, for medical reasons, you can no longer use your subscription permanently, you can terminate it under the conditions stipulated in Article 9. You must then present a medical certificate of less than 3 months that certifies that your state of health no longer allows you to use your Contract.

c. If you are temporarily unable to use your subscription, you may request the suspension of your subscription. You may request the temporary suspension of your subscription in the following cases: professional transfer, medical reason or pregnancy. If you decide to suspend your subscription during the fixed commitment period, the remainder of that period will be extended accordingly. You must provide the supporting documents within a maximum period of 3 weeks from the impediment, allowing you to obtain the suspension of your subscription via our customer service. The suspension will take effect from the beginning of the temporary impediment in question, and payments per 4-Week Period will not be due during the suspension period. Any suspension or commercial or promotional offer occurring during the minimum period of firm commitment extends the duration of the remaining commitment. The provisions of Article 9 apply to any termination during the suspension period described above.

ARTICLE 9. SUBSCRIPTION – TERMINATION – EXCLUSION

a. If you have entered into a Contract for the minimum commitment period of one firm year with payment for all 4-Week Periods, you may terminate it no later than 4 weeks before its expiry, except in the event of:

- illness or accident (on presentation of a medical certificate of incapacity to practice sports for an indefinite period); or
- move within a radius of more than 2 kilometers of the Reference Club (on presentation of proof of new domicile less than 3 months or professional transfer).

Reciprocally, Basic-Fit may terminate this Contract no later than 4 weeks before its expiry.

b. In the cases mentioned in point a, the termination will take effect upon receipt of the requested supporting documents. If you do not do so, the Contract is renewed for an indefinite period and is then at any time terminable by both parties, always taking into account a notice period of a 4-Week Period starting from the first day following the next payment for the next 4-Week Period.

c. If you have entered into a Flexible termination Contract, you may terminate it at any time with one 4-Week notice period. Reciprocally, Basic-Fit may terminate this Contract at any time subject to prior notice of one 4-Week period.

d. You may terminate your Contract in one of the following ways: through My Basic-Fit, at the Self-Service Terminal in our Clubs, on our website, in the App or by sending an email to customer service (indicating your name, membership number and the address of your Reference Club).

e. Our goal is to create an environment in our Clubs where everyone respects each other and complies with the rules in force. For any violation of criminal law or act seriously in violation of the laws protecting the rights of third parties (including in particular theft, physical or verbal assault, threats against Basic-Fit staff or other Members, discrimination, non-compliance with health and safety rules, voluntary deterioration of the Club facilities, consumption or circulation of doping products), you risk the immediate exclusion of our Clubs, without notice. Where such conduct is committed by a Friend, the Member may also be subject to the same measures, as Members are expected to ensure that their Friends comply with the terms of the agreement.

f. Any fraud or attempted fraud in connection with the subscription to or use of the services, in particular: the provision of false, inaccurate or misleading personal information; the use of payment methods without the authorization of their holder; the intentional circumvention of the conditions of promotional offers, constitutes a serious breach of these Terms and Conditions. In such cases, Basic-Fit reserves the right, subject to having sufficient evidence, (i) to refuse access to the Clubs and/or the services, or (ii) to suspend or terminate the Agreement with immediate effect, without prior notice. These measures are taken without prejudice to any legal action, in particular where the relevant facts may constitute a criminal offence.

g. Any new subscription made following an exclusion measure, in particular where it is intended to circumvent such exclusion (including through the use of different details), may be refused or terminated with immediate effect, where Basic-Fit is reasonably able to identify that it concerns the same person or a comparable fraudulent behavior. In the event of termination in this context, a pro rata refund of any sums paid may be made, with the exception of registration fees that will remain acquired by Basic-Fit.

h. In the event of exclusion for any of the reasons indicated above, the opposition period is 14 days from the notification of the exclusion.

i. At Basic-Fit, we invite you to come and exercise with many. However, it is forbidden to offer personal training services in our Clubs or to operate other commercial activities, personal training services can only be carried out by our personal trainers and coaches who are independent professionals and with whom we cooperate exclusively. Furthermore, it is prohibited to invite an external personal trainer or coach as a Friend to receive personal training services within our facility. If you do not comply with this rule, the Contract will be terminated with immediate effect and Basic-Fit may possibly claim compensation for the damage suffered, if applicable.

j. If you allow access to the Club in any way to another person, in violation of these general conditions or internal regulations, whether the person is a Member or not (for example by bringing them in with you, at the same time as you through the access door without this person having a QR-Code or a Member Card), Basic-Fit can charge you the value of a "Day Pass", as well as a sum of five euros for processing costs, and block you from accessing the Club until the payment of said sum. In the event of repeated violations of these General Terms and Conditions and/or the House Rules, Basic-Fit is entitled to terminate your Contract.

ARTICLE 10. INSURANCE, RISKS AND LIABILITY

a. In accordance with the provisions of Article 37 of Law 84-610 of 16 July 1984 on the organization and promotion of physical and sports activities, Basic-Fit has taken out a civil liability insurance contract with a reputable company covering the financial consequences that may fall to it.

b. In accordance with Article L.321-4 of the Sports Code, you (including Young Members and Friends) are informed of the interest of taking out an insurance contract directly and by yourself covering bodily injury to which your sports practice may expose you.

c. The practice of a sport is accompanied by risks. If you use our facilities, you must be able to assess for yourself what you are capable of. We do not offer active support from staff within the Club. You may use a personal trainer or rely on the tips and advice we give in our app or by other means in the Club, but you always remain responsible for how you train and the choices you make in this regard. In case of doubts about your physical condition, we recommend that you seek the advice of a doctor or specialist to determine which method is most appropriate for your sporting practice. In this regard, at the time of registration, you certify to Basic-Fit that you have had a doctor check your ability to practice a sporting activity and regularly take any necessary precautions for your health.

d. Basic-Fit and its employees cannot be held liable for material or immaterial damage following an accident or injury of which you or your Friend are the victim in one of our Clubs if such damage results from a violation of the terms of your Contract, Basic-Fit's internal regulations, or abnormal use of Basic-Fit's machines and equipment, except in the event that such damage results from a cause attributable to Basic-Fit.

e. We advise you and your Friend not to bring valuable items within the Club grounds and to take out personal insurance for personal items that you may bring. Basic-Fit always puts lockers at your disposal (in the changing rooms without video-surveillance and, when possible, in the common area of the club with video-surveillance), which you must securely close with your own qualitative padlock. Basic-Fit is unable to accept deposits of cash, luxury brand goods, electronic goods (including but not limited to laptop, mobile phone), jewelry, watches and any goods worth more than 250 euros. You (including Young Members and Friends) are personally responsible for your personal belongings that are not appropriately secured in the lockers provided. You must remove your personal belongings from the locker when you leave the club. Basic-Fit is not responsible for any damage, loss or theft of your personal belongings, except for a cause attributable to Basic-Fit. In the event of damage, loss or theft that would not be due to a failure to secure your personal belongings due to you, Basic-Fit will require the communication of invoices or cash receipts relating to the effects in question in order to take into consideration any claim in this regard.

f. The training programs available online or on the application do not constitute a personalized personal coaching service; the service consists in publishing online sports programs and trainings. The training

programs and advice are provided for information purposes only; they cannot be considered specific advice (such as medical or dietary). You follow these programs at your own risk. It is your responsibility to adopt reasonable, appropriate and thoughtful behavior when viewing and reproducing exercises, consistent with the attached instructions and your own abilities. For example, by adapting exercises, their intensity, their frequency and break times according to your own limits. If in doubt, and particularly in the event of pregnancy or illness, we recommend that you consult a doctor to ensure the compatibility of the services offered with your state of health.

g. Do not use the massage chair on bare skin or after consuming alcohol or drugs. Use the chair as intended and remain awake at all times during use.

h. The entry, use, parking, storage or leaving within the Club of any electrically assisted bicycle, motorised personal mobility device, scooter (whether electric or non-electric), or any similar equipment is strictly prohibited, as defined, where applicable, in points 6.11 and 6.15 of Article R.311-1 of the French Highway Code. This prohibition applies to all areas of the Club, including, without limitation, locker rooms, common areas, training areas and any other space accessible to Members, and also includes the charging of any associated batteries, which is strictly forbidden.

ARTICLE 11. COMPLAINTS

We strive to serve everyone and we want to offer access to our sports facilities to as many people as possible. If you have a complaint, we deplore it but we obviously want you to let us know. You can first contact the Host of our Clubs and then Basic-Fit customer service, on our website or via My Basic-Fit. If your complaint remains ineffective, please refer to Article 16 below.

ARTICLE 12. PERSONAL DATA

a. For the performance of your Contract, we collect and dispose of some of your personal data. Basic-Fit processes your personal data in an appropriate and prudent manner, all within the framework of the law and regulations applicable to the protection of personal data, such as the General Data Protection Regulation (GDPR).

b. In this regard, Basic-Fit's privacy statement lists the data we process, for what purposes we do it, and how we process personal data. In addition, the statement explains how interested persons can exercise their rights over the processing of their personal data. You can find Basic-Fit's privacy statement on our website.

c. To keep people and property safe in and around our Clubs, we use video and audio monitoring devices to observe the Clubs open 24 hours a day. Video and audio monitoring is limited to the gym and is not present in toilets, showers and changing rooms.

d. If you do not wish to be contacted by telephone, you have the right to register on the list of opposition to the telephone canvassing called Bloctel. You can also register for the opposition list on <http://www.bloctel.gouv.fr> or by post at the following address: Worldline, Service Bloctel, CS 61311, 41013 BLOIS CEDEX.

ARTICLE 13. MODIFICATION OF DATA

a. Any changes to your personal situation (e.g. address or bank details) must be reported directly via the Self-Service Terminal via My Basic-Fit, or to our customer service <https://www.basic-fit.com/fr-fr/service-a-la-clientele/contact>.

b. In the event of non-transmission of these changes, and when Basic-Fit must incur a fee to know the new personal data, these fees will be borne by the Member.

ARTICLE 14. HOUSE RULES

a. You are informed that Basic-Fit has established House Rules available on the website of Basic-Fit, and can also be consulted at the counter of each Club if necessary.

b. Basic-Fit may at any time refuse access to Clubs to persons whose behavior is contrary to the House Rules.

c. In addition to the House Rules, Basic-Fit may implement additional health rules in order to comply with the instructions of the competent authorities. In this case, Basic-Fit may refuse access to its Clubs to any person (Member, Young Member, Friend or anyone) whose behavior violates the health rules; any act contravening these health rules may give rise to immediate exclusion in accordance with Article 9.e above.

d. In the event of a conflict between the present General Terms and Conditions and the House Rules, the General Terms and Conditions shall prevail.

ARTICLE 15. CUSTOMER SERVICE

a. Our customer service contact details are as follows:

- using the contact form on <https://www.basic-fit.com/fr-fr/service-a-la-clientele/contact>;
- Postal address: Postbus 3124, 2130 KC Hoofddorp, Netherlands.

b. You can find more information on the Basic-Fit website: www.basic-fit.fr.

You can also make several adjustments on your own via My Basic-Fit.

ARTICLE 16. APPLICABLE LAW – DISPUTES

a. If your complaint is not resolved after contacting the Host and customer service, you can contact the mediator appointed by Basic-Fit:

- via the dedicated form available on the website of the Centre de Médiation et d'Arbitrage de Paris <https://www.cmap.fr/saisir-cmap-mediation-consommation/>; or
- by post sent to CMAP - Consumer Mediation Department at the following address: 39 avenue Franklin Roosevelt, 75008 Paris.

b. French laws apply to these Terms and Conditions and to your Contract with Basic-Fit.

c. You and Basic-Fit may only amend the Contract in writing subject to the exceptions set out in the Contract.

d. If one of the preceding stipulations is invalidated or is deemed null and void, the other stipulations will remain applicable.

e. In addition, you always have the option of taking legal action to resolve a dispute. Disputes must be submitted to any legally competent court.

APPENDIX: WITHDRAWAL RIGHT FORM

Withdrawal is only possible within 14 days of your remote subscription (on our Website).

Please complete and return this form only if you wish to withdraw from your subscription to a contract subscribed to remotely, at the following address:

- Email: service.clientele@basic-fit.fr
- Mail: Postbus 3124, 2130 KC Hoofddorp, Netherlands

I hereby notify you of my withdrawal from the contract relating to the subscription below:

Subscription date:

Membership No.:

Name:

First name:

Email:

Address:

Postal code:

Executed in:

On:

Mandatory signature (paper version)