

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 Terms and Conditions as well as the House Rules of Basic-Fit and act in accordance with them. The Terms and Conditions and House Rules can be found on www.basic-fit.com/en-lu and can be consulted at the reception of the Basic-Fit Clubs. These Terms and Conditions come into force as of January 16th, 2026 and are valid for any new membership taken out as of this date. Other conditions may apply to other memberships.

Basic-Fit: refers to Basic-Fit Luxembourg S.A. (B72875), a public limited company under Luxembourg law with its registered office at Auf der Hohkaul, 11 rue de Luxembourg, L-5230 Sandweiler, Grand Duchy of Luxembourg, and the services and products we offer under the name Basic-Fit.

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

Contract: the contract concluded between Basic-Fit and the Member when subscribing to a Basic-Fit membership. These Terms and Conditions as well as the conditions specific to the Options you choose are an integral part of your Contract.

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.

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 a current membership with Basic-Fit. The Founding Members will thus benefit from a dedicated membership, unless they change their membership, or unless their membership is terminated, depending on the event occurring first, under the conditions described in Article 2.c hereof. The Founding Members will be considered for the purposes hereof as Members and, therefore, these Terms and Conditions apply to them unless a clause that would be contrary to this definition and Article 2.c.

Friend: in case of Premium or Ultimate memberships, you can be accompanied by a friend. This friend must be at least 14 years old and be registered before gaining access to the Club, as described in Article 6 c.

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

Member: you can become a Basic-Fit member if you are a natural person and are 16 years old or older. Basic-Fit may ask you to prove, by declining your identity, that you are the owner of the QR-Code or Member Card, and by verifying your age.

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.

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

One-year period: a period consisting of thirteen 4-week periods.

Option(s): services or products or equipment that may be acquired at Basic-Fit for an additional fee in addition to the standard membership. The “LIVE group lessons with instructor” is not an option.

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. If you have a Founding Member membership, you can only train in the Reference Club. With your *Comfort*, *Premium* or *Ultimate* memberships, you can go to more Clubs, but you still have to designate a Reference Club. You can change your Reference Club up to once a month.

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

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 two offers:

- a price of €19.99 for the first 4-Week period of your subscription; or
- the first 2 weeks offered (2 + 52 weeks contract).

Basic-Fit reserves the right to define which offer applies. The offer applicable at the time of your subscription is specified on the Website or on the Self-Service Terminal. This Welcome Offer does not apply if you choose the flexible option 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.

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 payment date will be determined based on 4-week periods.

ARTICLE 2: BECOME A MEMBER AND ACCESS - RIGHT OF WITHDRAWAL

- a. You can subscribe in one of the following ways:
 1. on the Basic-Fit website, by completing the online registration form (www.basic-fit.com/en-lu); or
 2. in any Club, by completing the registration form at the Kiosk.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.lu](mailto:service.address.clientele@basic-fit.lu), by post to Postbus 3124, 2130 KC Hoofddorp, The Netherlands, or using the withdrawal right template available in the Appendix. The right of withdrawal cannot be exercised via the App.
- c. This right of withdrawal does not apply for registration made at the Club.
- d. If you decide to make use of your right of withdrawal and the membership has not been used during this 14-day period, this cancellation is free of charge. If the membership was used during this 14-day period, Basic-Fit may reserve the option to retain a portion of the membership amount paid pro rata (i.e. from membership 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 Membership, using the same payment method as the one initially chosen by you.
- e. You cannot exercise your right of withdrawal at the Kiosk.
- f. If you join Basic-Fit prior to the opening date of a newly 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 4 Week Period – in which case, at the end of the minimum commitment period of one year, your Contract will be automatically renewed unless otherwise requested; or (ii) Payment in advance at one time for the minimum commitment period of one year – in which case, at the end of the minimum commitment period of one year, your Contract will be automatically renewed with a full prepayment of the annual fee unless otherwise requested.

- g. Between the subscription date of your membership and the opening date of the new Club you can freely terminate your membership. 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: MEMBERSHIP, TERM

- a. We offer different types of memberships, you will find all the details on our website (<https://www.basic-fit.com/en-lu/home>) 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 types of memberships give unlimited access to your Reference Club during opening hours but also to online courses and LIVE group lessons with instructor. *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 Member membership, you have access only to your Reference Club on Luxembourg territory. With Comfort membership, you have access to all the clubs present in Luxembourg. 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 membership you want to subscribe to. You can subscribe to all our membership types for:
 - 1. a minimum commitment period of one year, with a payment occurring every 4 Week Period, automatically renewed after one year for an indefinite period, with a payment every 4 Week Period; or
 - 2. a fixed commitment period of one year, with an initial payment in full, automatically renewed after one year for an indefinite period, with a full prepayment of the annual contribution each year; or
 - 3. the flexible option: a closed 4-Week Period, which will be automatically renewed for an indefinite period unless you request its termination, with payment for all 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).
- c. With your membership, 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. With the Premium membership, you can bring a Friend 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 simply try them out, you can also buy a “Day Pass” at the Kiosk, from the age of 16. With the “Day Pass”, you can enjoy the LIVE Group Lessons with instructor if they are available at the Club concerned. After purchasing a “Day Pass”, you have 7 days to activate it. The “Day Pass” thus gives a unique access (1 single entry), the day of the activation of the “Day Pass”, 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 membership type through the Basic-Fit website, 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 membership until the end of your initial Contract (as well as for its possible renewals, if applicable).

- g. 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 membership type, we offer different Options. These may differ depending on the Clubs. Current information, including options rates, can be found at www.basic-fit.com/en-lu or you can request them 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 term of the Contract. The termination of Option(s) is possible in the same way as the registration for the Option (via My Basic-Fit or the Club Kiosk or by mail or email addressed to our customer service), given a minimum notice period of a 4 Week Period that will begin on the first day of the next 4 Week Period. If you have a full prepayment membership, you will find the next possible termination date on My Basic-Fit. 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. Articles 2 and 3 of these Terms and Conditions apply to all Options. If you choose a membership with a payment every 4 Week Period, the cost of the Options will be added to that of your membership so that the total amount of both payments is deducted at once. If you subscribe to an Option after the first day of your membership, 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 membership with full early payment, you will have to pay for the Options in advance, at the same time as your membership. If you subscribe to an Option after the first day of your membership, 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.
- d. If you have the "YANGA Sports Water" option, during your sport, you can fill your YANGA Sports Water 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 Club concerned 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, at the Self-Service Terminal or with our customer service) 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 10. 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: RATES AND PAYMENT

- a. All membership types have their own rates and terms. You will find them on the Basic-Fit website or within the Clubs.
- b. If you become a member of Basic-Fit, we charge a registration fee. These registration fees may vary depending on the type of membership or if there is a promotion offer. If your membership has expired and you want to become a Member again, you must pay the registration fee again.
- c. When you become a Member, membership fees are due from the date of subscription. The SEPA debit authorization takes effect at the same time. All memberships are due and payable by advance payment in accordance with Articles 5d and 5e, unless defined otherwise on the contract.
- d. If you choose a Contract with a commitment period of one firm year with an initial payment in full, the first payment will be made by online payment or by credit card at the Kiosk, then the following possible payments will be made in advance each year by SEPA direct debit. In this case, no SEPA domiciliation per 4-week period will be launched. If the Contract is renewed for an indefinite period at the end of the initial period, it may be terminated at any time subject to notice of a 4-week period, and the amount of undue contribution paid will be returned to you pro rata to the time spent, if applicable.
- e. If you choose a Contract with payment every 4 Week Period, the first payment will be made by online payment or credit card at the Kiosk, then payment will be made every 4 Week Period by SEPA direct debit and at the rates applicable to your membership. Each debit covers a 4-week period. This means that 13 debits will be executed per year. Therefore, once a year, there are 2 debits in a calendar month.
- f. If, during the term of your Contract, you no longer wish to pay for your membership by SEPA mandate, you can indicate this to our customer service. In this case, we will block SEPA mandate and you will be responsible for the one-time payment of the amounts due under the Contract. Such payments may be made by credit card at the Kiosk.
- g. 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 request payment again to your bank. If you do not comply with your payment obligation, your QR-Code or Member Card will be blocked(e) until you comply with your payment obligation.
- h. If after you have given notice, you still do not respect your payment obligation, you will be considered to be in default. From that moment on, we have the right to request payment of the amounts due plus legal interest (calculated from the due date of the amounts due), as well as a lump sum of 15% of the amounts due with a minimum of 50 EUR for all extrajudicial costs. However, we retain the right to demand higher compensation, subject to providing proof of the damage suffered, as well as to terminate the contract unilaterally with immediate effect, without any compensation being due to you. We are also allowed to refer our complaint to a third party, including a collection agency. Likewise, if we default in our payment obligations to you following notification of such default, you would be entitled to interest and a lump sum of 15% on the amounts due, you would also have the right to terminate the contract.
- i. In the event of termination by us, within the meaning of article 5g above, of a fixed-term Contract, you will require us to pay the remaining contributions for the remainder of the Contract. The interest and the lump sum mentioned in the article above apply mutatis mutandis to these amounts.
- j. We reserve the right to change rates and/or conditions after the end of the contractual period. We will always inform you one month in advance, after which you will have the option to terminate

the Contract at no cost, provided that you inform us in writing (email or registered letter), and with the exception of the affiliate agreement that may be terminated flexibly. In the event of termination, it must take place within 4 weeks of the announcement of the change, subject to a notice period of at least one 4-week period. In the absence of timely notice of termination, the contract will be extended with the conditions modified into an indefinite Contract, which may also be terminated in this context as indicated in the Contract. Changes of prices due to public measures can be applied immediately regardless of their height and do not give rise to termination.

- k. 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 Terms and Conditions.
- l. 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.
- m. You agree to receive your invoices electronically on My Basic-Fit.

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 can 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 memberships, 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 may not take advantage of the Options you have added to the Contract.
- e. For all memberships other than Premium and Ultimate, you are not allowed to bring a Friend with your membership. If you want to be accompanied by someone who is not a Member, this person can buy a daily access, called "Day Pass".
- f. These Terms and Conditions 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 comply with 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 wish to take as a Friend is between 14 and 16 years old, this person will only be able to come and train at the Club accompanied and supervised by you. Children under the age of 14 cannot be registered as Friends and are not allowed to access our clubs.
- h. If you lose your Member Card or if it is stolen, you can buy a new Member Card at the Kiosk or benefit from a new QR-Code. With 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 Kiosk. 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 to the Kiosk, 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 limit 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– UNSTAFFED ACCESS

- a. Basic-Fit indicates the opening hours for each of its Clubs. It is possible in some cases that different opening hours are applied between Clubs, especially in the event of an accident, holidays or force majeure.
- b. Basic-Fit is allowed to temporarily or permanently change the opening hours (in whole or in part) of a Club, based on objective reasons. Basic-Fit will be able to make a permanent change unilaterally, provided that this is of only minor importance in relation to the total number of opening hours or the start or end time. This is in all cases a gap of up to two hours before or after opening and/or closing.
- c. Opening hours can never be advanced thereafter as an absolute condition to conclude the Contract. You will never be able to use this adaptation to unilaterally terminate the Contract, especially since Basic-Fit's main commitment is to make the fitness area available with its equipment, unless you can demonstrate that you have come to the Club for at least 50% of your visits at a time when the Club in question is no longer open; for the determination of this 50%, a minimum of 4 visits in the previous 3 months applies. In this case, Basic-Fit will refund you any amounts paid in excess.
- d. We wish to properly maintain our Clubs and sometimes we cannot avoid a temporary or partial closure. If your Reference Club or Club of choice cannot open or not completely for any reason (for example due to work or force majeure), or is unable to provide all services, you are always welcome in one of our other Clubs. If you cannot train in your Reference Club for a period of more than 14 days or if we have to permanently close a Club for any reason or transfer it to another location, we may replace your Reference Club with the nearest Club, within a maximum radius of 5 kilometers of the Club initially mentioned as a Reference Club in your Contract. If this is not the case and it is a temporary closure, the Contract will be extended free of charge to the benefit of the member for the period during which Basic-Fit was unable to fulfill its obligations.
- e. If after closing or moving a Club, there is no other club within this radius, you may terminate the Contract free of charge and without notice from the date of closing or moving.
- f. 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.
- g. Some of our clubs are open 24 hours a day on certain days. You can see which clubs these are on our website. If a club is open 24 hours a day, these clubs may not have staff at certain times. This will usually be between 10:30 p.m. and 8:30 a.m. During this period, there is no supervision by a person physically present in the club, but for more security there is supervision with an innovative security system and support via intercom. It is recommended to have a panic button collar (available at clubs) on hand during staff-free opening hours. The changing rooms can be closed, in some clubs, between 10:30 p.m. and 7:00 a.m. You must be at least 18 years old to use the club between 10:30 p.m. and 7:00 a.m. In case of an incident, question, or emergency, you can use the assistance button to contact our control center. They will provide you with immediate help. 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. Members understand the risks associated with

practicing physical activity in the Club in the absence of on-site staff and acknowledge that they exercise under their own responsibility during such periods.

- h. Members must ensure that all personal belongings are removed from the lockers and changing rooms by the time the club employee leaves the Club at 10:30 PM. Any request to reopen the changing rooms after this time will incur a €45 fee.

ARTICLE 8: ADAPTATION OF GROUP LESSONS

- a. We want our lessons' offer to always be updated. This means that we regularly adapt courses, course content, type of course and course schedule. This applies both to "virtual" lessons and to LIVE group lessons with instructor. Occasionally, a LIVE Group lesson with instructor may be cancelled.
- b. With regard to the amendment of the LIVE Collective lessons with Instructor, Article 7c applies by analogy.
- c. In the case of LIVE Group lessons with Instructor, you can use Basic-Fit's Group lessons' facilities unlimitedly during Club opening hours where these lessons are offered. Only members and friends aged 14 and over can participate in the LIVE Group lessons with Instructor. These courses are not offered in all Clubs, infrastructures and schedules of "LIVE group lessons with instructor" varying according to the Clubs. The related information can be obtained from the Club concerned or from the Basic-Fit website. A maximum number of participants applies for each "LIVE group lessons with instructor", especially for health and safety reasons, Basic-Fit therefore does not guarantee systematic access to "LIVE group lessons with instructor". Basic-Fit may state that "LIVE group lessons with instructor" must be booked in a manner to be defined by Basic-Fit (for example: reservation in the Club concerned, via the Basic-Fit mobile application or on the Basic-Fit website).

ARTICLE 9: MOVE OR INJURY

- 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 according to your preference. If there is no Club within 15 km of your new address, you can indicate which Club you wish to designate as the Reference Club. In this case too, we offer you the possibility of terminating your Contract prematurely, with at least one 4-week period. In this case, 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. For all forms of membership, you can take advantage of the possibility to suspend said membership for medical reasons, subject to the conditions defined below:
 - affiliation can only be suspended after Basic-Fit receives a valid medical certificate (via *live chat*, email or by post to Basic-Fit customer service) certifying that the Member is temporarily unfit for the practice of sport;
 - the medical certificate indicates that from the moment the certificate is sent to Basic-Fit, at least one month of suspension is required;
 - the suspension is effective from the time of its receipt by Basic-Fit and has no retroactive effect;
 - the suspension is for a fixed period and ends on the date indicated on the medical certificate provided;
 - the suspension shifts the duration of your contract pro rata to the duration of the suspension;
 - a one-time administrative fee of EUR 5 will be charged for processing the suspension.
- c. If you present a medical certificate certifying that you will no longer be able to train for a period of at least 12 months from the date of delivery of the medical certificate, Basic-Fit will terminate your membership to your request from the date of receipt by the customer service of the request

for this purpose, accompanied by the medical certificate (by *live chat*, email or by post to the customer service of Basic-Fit).

ARTICLE 10: TERMINATION OF THE MEMBERSHIP

- a. If you have entered into a Contract for the minimum commitment period of one year and payment every 4 weeks, you can terminate it no later than 4 weeks before its expiry. If you do not do so, the Contract will be extended for an indefinite period and may then be terminated at any time without compensation, subject to notice of one 4-Week Period. Reciprocally, Basic-Fit may terminate this Contract no later than 4 weeks before its firm period expiry and afterwards with a prior notice of one 4-Week Period.
- b. If you have entered into a Contract for the minimum commitment period of one year and advance payment in full, you may terminate it no later than 4 weeks before its expiry. If you do not do so, the Contract will be extended for an indefinite period and may then be terminated at any time without compensation, subject to notice of one 4-Week Period and, if applicable, the amount of overpaid contributions will be returned to you in proportion to the time spent. Reciprocally, Basic-Fit may terminate this Contract no later than 4 weeks before its firm period expiry and afterwards with a prior notice of one 4-Week Period.
- c. If you have entered into a flexible terminable contract, you may terminate it at any time at no cost given a notice period of one 4-week period. Reciprocally, Basic-Fit may terminate this Contract with a 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, by post or by sending an email to customer service (indicating your name, your 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. If you do not comply with the provisions of the Contract, the internal regulations or these Terms and Conditions, or if you adopt a behavior deemed unacceptable, Basic-Fit may refuse you access to the Clubs and unilaterally terminate the Contract for fault (with immediate effect). Subscribing again after such an exclusion is a legitimate reason for immediate termination of the new membership and prorated refund, except for registration fees that will remain acquired at Basic-Fit.
- f. Exercising together is encouraged at Basic-Fit. However, coaching other club athletes is left only to personal coaches with whom we work exclusively. Furthermore, it is prohibited to invite an external personal trainer or coach as a Friend in order 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.
- g. If you allow access to the Club in any way to another person, in violation of these Terms and Conditions or House Rules, whether the person is a Member or not (for example by lending them your card or your personal QR-Code, bringing it in with 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 Terms and Conditions and/or the House Rules, Basic-Fit is entitled to terminate your Contract.
- h. If you can demonstrate that Basic-Fit does not seriously comply with its contractual obligations and only if you inform Basic-Fit by registered letter within 7 days of the finding of this violation, Basic-Fit undertakes to immediately terminate the Contract and, if necessary, to repair the damage suffered.
- i. Any means of termination on your part other than those mentioned in Articles 9b, 9c, 10a, 10b, 10c, such as unilateral termination of payments per 4-Week Period, will be considered an unlawful termination of the Contract. In these cases, all membership fees remain due. If you do

not pay these contributions voluntarily, Basic-Fit may use a collection office to recover the contributions due. Article 5h above will therefore apply from this date.

ARTICLE 11: RISKS AND LIABILITY

- a. 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 by staff within the Club. You can use a personal trainer, an introductory session or rely on the tips and advice we give in our application or by other means in the Club. But you still remain responsible for how you train and the choices you make in that regard. The use of our facilities is at your own risk. 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.
- b. Basic-Fit and our employees are not responsible for any material or immaterial damage caused by an accident or injury that you are the victim of in one of our clubs, or when using our equipment and massage chairs, except for bodily damage caused by Basic-Fit's actions or omissions.
- c. 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 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. Experience teaches us that no locker is safe for experienced thieves. You must remove your personal belongings from the locker when you leave the club. Basic-Fit disclaims any liability for damage, loss or theft of your personal belongings, except for cases caused intentionally or by gross negligence on the part of Basic-Fit.
- d. 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 as 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 behaviour when viewing and reproducing the exercises, consistent with the attached instructions and your own abilities. For example, by adapting the exercises, their intensity, their frequency and the 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.
- e. 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.
- f. 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. 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 12: CLAIMS

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, as described on our website or via My Basic-Fit. If your complaint remains without effect, please refer to Article 17 below.

ARTICLE 13: 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 ensure the safety of people and property in our clubs, we use an innovative security system, available 24 hours a day, with an intercom in the club. Video and audio monitoring is limited to the gym and is not present in toilets, showers and changing rooms. The operation, use, rules and safeguards are defined in our Surveillance Camera Regulations.

ARTICLE 14: MODIFICATION OF DATA

- a. Any changes to your personal situation (e.g. address or bank details) must be reported directly via My Basic-Fit to customer service.
- 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 15: HOUSE RULES

- a. You are informed that Basic-Fit has established an internal regulation available on the website of Basic-Fit, which regulation 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 behaviour is contrary to the House Rules.
- c. In addition to the internal regulations, 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 in violation of these health rules may give rise to immediate exclusion in accordance with Article 10.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 16: CUSTOMER SERVICE CONTACT DETAILS

- a. Our customer service contact details are as follows:
 - online on our website: <https://www.basic-fit.com/en-lu/service-client>
 - mailing address: Postbus 3124, 2130 KC Hoofddorp, Netherlands
- b. You can find more information on the Basic-Fit website: www.basic-fit.com/en-lu.
- c. You can also make some adjustments on your own via My Basic-Fit.

ARTICLE 17: APPLICABLE LAW AND DISPUTES

- a. Only Luxembourg law applies to these Terms and Conditions and to all Contracts concluded by or with Basic-Fit.
- b. All disputes concerning the Contract concluded between the Member and Basic-Fit will be examined by the competent judge.

APPENDIX: WITHDRAWAL RIGHT TEMPLATE

Withdrawal is only possible within 14 days of your remote registration (on our website).

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

- Email: service.clientele@basic-fit.lu
- Postal route: Postbus 3124, 2130 KC Hoofddorp, Netherlands

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

Membership date:

Membership No.:

Name:

First name:

Email:

Address:

Postal code:

Executed in:

On:

Mandatory signature (paper version)