

Version as of 16th January 2026

GENERAL TERMS AND CONDITIONS

 **BASIC-FIT**

ARTICLE 1: DEFINITIONS

If you are a member or want to become a member and use our services or products, we like to have clear and transparent arrangements in place. By registering, you declare that you have read and accept these terms and conditions and the house rules of Basic-Fit and that you will comply with them. You can find the terms and conditions and house rules at <https://www.basic-fit.com/en-nl/about-basic-fit/terms-and-conditions> and <https://www.basic-fit.com/en-nl/about-basic-fit/houserules> or receive them at the reception desk at any Club. These General Terms and Conditions come into force from January 16th, 2026 and are valid for any new subscription taken out from that date. Other terms and conditions apply to our other subscriptions.

Basic-Fit: This refers to Basic Fit Nederland B.V. with KvK number 37092459, E: klantenservice@basic-fit.nl, A: Postbus 3124, 2130 KC Hoofddorp, The Netherlands, and the services and products that we provide under the name Basic-Fit.

Club: the physical place where Basic-Fit offers its fitness-related activities. This can also be your Home Club.

Contract: the contract that is established between Basic-Fit and the member when an individual signs up for a Basic-Fit membership. These terms and conditions also form part of the agreement, as do specific terms and conditions and our house rules that may be applicable to extras.

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.

Extra's: these are the services or facilities that can be purchased from Basic-Fit in addition to your membership. The Live group lessons with an instructor are not Extra.

Friend: if you have a Premium or Ultimate membership, you can bring a friend. This friend must be at least 14 years old and this friend must register before they gain access to the club as described in art. 6c of this general terms and conditions.

Founding Members: new members who join Basic-Fit before the opening of a selected new Clubs and no later than 4 weeks following the opening date of the Club. New members are considered those who do not have an ongoing subscription with Basic-Fit. Founding Members will benefit from a dedicated membership fee, 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 of these Terms and Conditions. Founding Members shall be considered for all purposes as Basic-Fit Members and, consequently, the Terms and Conditions shall apply to them in everything that does not contradict the present definition and article 2.c.

Home club: Your club where you can train and that is designated as your base club in your agreement. This is the club closest to your home, or another club if you have designated one yourself when signing up. With a Founding Member subscription, you can only work out at your Home Club. With our Comfort, Premium or Ultimate memberships, you can train in all of our clubs, but we still keep one club as your Home club. You can change your Home Club once a month.

Host: the employee who takes care of the management of a Club.

Member: You can become a Basic-Fit member if you are a natural person above the age of 16.

Basic-Fit can ask you to provide identification to demonstrate that you are the owner of your Pass or QR-code or to check your age.

Pass: This is your access card that you may have to enter one of our Clubs.

QR-Code: This is your access code (accessible from the Basic-Fit App) that you must have to enter one of our Clubs. It is possible to get a card, but the costs of that will be charged.

Self-service hub: This is our online self-service hub that is available at our Clubs. You can use it to subscribe or cancel your Membership, and you can also use it to amend details and add or change the Extras, among various other 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. Basic-Fit reserves the right to define which offer applies. This Welcome Offer does not apply to Founding Members or 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.

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

1-year Period: this is the period consisting of thirteen periods of 4 weeks

4-Week Period: these are the periods that make up your Contract. These start to run from the Effective Date and if you have opted to pay every 4 weeks, are used to determine the moments of payment.

ARTICLE 2: BECOMING A MEMBER AND RIGHT TO WITHDRAW

- a. You can subscribe as Member in the following ways:
 - On the website by filling in the online subscription form (www.basic-fit.nl); or
 - At the Club by completing the subscription form at the self-service hub.
 - You can pay by credit card, Mastercard, Visa, Paypal or prepaid card.
- b. If you sign up on the Basic-Fit website, you have the right to withdraw, without giving reasons, within 14 calendar days from the date of your registration, by e-mail to the address klantenservice@basic-fit.nl, by post to the address PO Box 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. This cooling-off period does not apply to subscription at one of our clubs.
- d. If you decide to cancel your membership within the cooling-off period of 14 calendar days, and the membership has not been used in this period, this cancellation does not incur any charges. If the membership has been used in this period, Basic-Fit can charge costs for the membership pro rata (from the date of activation of the membership until the date of cancellation, including any potential start-up fee). You will be refunded as soon as possible, and no later than 14 days after receipt of your request to cancel the Subscription, using the same payment method as that initially chosen by you.
- e. You cannot exercise your right of withdrawal at the Self-Service hub.
- f. If you join Basic-Fit prior to the opening of a new 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 of one (1) year and may be paid according to one of the following options:
 - Payment every 4 weeks. At the end of the fixed term of 1 year, your contract will be automatically renewed unless requested otherwise; or
 - Payment in advance for the whole year. At the end of the fixed term of 1 year, your contract will be automatically renewed unless requested otherwise.
- g. Between the subscription date of your subscription and the opening date of the new selected Club you can freely terminate your subscription. 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, DURATION

- a. We have various types of membership, the details of which can all be found on our website (<https://www.basic-fit.com/en-nl/price>) 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 membership provide unlimited access during the opening hours of your club, to the virtual group lessons and LiveGX that are offered at the Home club. *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 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 can specify the type of membership for which you would like to enter into an agreement. All of our types of membership are available for:
 - 1. a fixed period of at least 1 year, which is automatically extended for an indefinite period after 1 year, with payment per 4 weeks;
 - 2. a fixed 1 year period, with complete pre-payment of the annual membership fee, which contract is automatically renewed for an indefinite period after 1 year, with complete pre-payment of the annual membership fee each year, or;
 - 3. as the flexible version: a fixed 4-week period, which is automatically extended for an indefinite period, unless you terminate your membership, and with payment per 4 weeks. This flexible version is subject to an additional fee. The Bonus does not apply if you choose the flexible variant.
- c. With the Comfort, Premium and Ultimate memberships, you gain 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 our Premium membership, you can bring a friend, once per week. If you have a Ultimate membership, you can take a Friend to the Club several times per week.
- e. If you want to visit our facilities casually or simply want to try it out, you can buy a day pass from our self-service hub, from 16 years old (<https://www.basic-fit.com/en-nl/daypass>). With your day pass, you can use Live Group Classes with instructor if these are available in the respective club. After purchasing your day pass, you have a limited time of 7 days to activate it. The day pass provides one-off access on the date on which the day pass is activated to a club of your choice within the country of purchase. The Bonus does not apply to the purchase of a day pass.
- f. If you modify your membership type online, you have the right to cancel this, without giving any reason, within 14 days from the date on which you modified, as detailed in Article 2.b. Therefore, the modification will be cancelled and you will be back to your initial membership type until the end of your initial Contract (and for its renewals, if any).
- 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: EXTRAS

- a. In addition to your type of membership, we also offer various extras. These can vary from club to club. Up-to-date information, including the fees for extras, can be found at www.basic-fit.nl or you can ask for further information at the club.
- b. You can sign up for an Extra when you enter into your agreement, or during the term of your Contract with the exception of the flexible and freeze option which can only be selected when subscribing to the Contract or outside the firm commitment period . An extra can also be terminated at any time during the term of the agreement. During the term of the Contract it is possible to unsubscribe in the same way in which you signed up for the extra (via My Basic-Fit or at the self-service hub or by letter or by e-mail to our customer service), subject to a notice period of 4 weeks,. If you have opted for a membership with full prepayment, you will find the next cancellation date in My Basic Fit. In any case, the extra ends at the end of the agreement.
- c. The Extra is activated immediately so that you can use it at once. Articles 2 and 3 of these terms apply to all extras. If you choose a membership with payment every 4 weeks, the cost of the Extra will be added to your membership so that both amounts are taken at the same time. If you subscribe to the Extra after the start of your membership, you will have to pay a

pro-rata fee for the Extra for the period between activation and the first day of the next 4-week-period. If you choose a membership with complete pre-payment, you will have to pay the cost of the Extra in advance, at the same time as your membership. If you subscribe to the Extra after the start of your membership, you will have to pay a pro-rata fee for the Extra for the period between activation and the end of your Contract.

- d. In the event of the extra 'Yanga Sportswater', you may fill your bottle with Yanga Sportwater as many times as you want while you are working out. A reasonable minimum time between refills shall nevertheless apply, about 20 minutes. Ensure that your bottle is big enough.
- e. If you become a member and want to become familiar with the club, you can purchase an introduction session with the Club. Only you can do this, not friends. However, you can purchase multiple sessions so that your friends can also use them. Basic-Fit does not provide the introduction session itself, but outsources this to a company that provides Personal Training in the club. 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: FEES AND PAYMENT

- a. All types of membership have their own membership fee and conditions, which can be found on the website or in the Clubs.
- b. If you become a member at Basic-Fit, we can charge a start-up fee. This start-up fee can vary depending on the type of membership if a promotion is involved. If you have terminated your membership and want to become a member again, you will need to pay another start-up fee.
- c. When you become a member of Basic Fit, the membership fees are due from the date of subscription. The SEPA direct debit authorization is also effective from that moment. All membership fees shall be due and payable in advance, in accordance with art. 5 d and e, unless defined otherwise on the contract.
- d. If you opt for an agreement for a year with complete pre-payment, the first annual payment shall be made upon subscription by online payment or debit card payment at the self-service hub and the subsequent payments shall be made each year in advance via SEPA direct debit. In this case, no 4-weekly SEPA debit will be started. If the agreement is extended for an indefinite period, it can be terminated at any time with a notice period of 4 weeks and the

surplus amount of the membership fee, insofar as applicable, shall be returned in the event that the agreement is terminated.

- e. If you choose a Contract with payment every 4 weeks, the first payment upon subscription shall be made by online payment or debit card payment at the self-service hub and the subsequent payments shall be carried out every 4 weeks in advance by direct debit and at the pre-determined rate for each membership. Our collection period is 4 weeks. This means that we execute 13 direct debits per year. This means that once every year, two direct debits could be taken in the same calendar month.
- f. If you no longer wish to use SEPA direct debit during the term of your membership, you can indicate this to our customer service. In that case, we will block the direct debit and you will be responsible for the timely payment of the (membership) fees. Payment is possible via MyBasicFit or by payment debit card at the Self-service hub.
- g. If we are not able to collect your payment for whatever reason (e.g. reversal of the instruction, insufficient balance etc.), except the fault of a third party or a technical malfunction, we will send the direct debit to your bank again. If you do not fulfil your payment obligations towards us, your QR code or pass will be blocked until you have fulfilled your payment obligation.
- h. If you do not comply with your payment obligation after we have given notice of default, you will be in default. As of that moment, we are able to outsource the claim. We will also have the right to terminate the agreement at the end of the contract term. At the end of the contract term you will have to pay all membership fees payable over the duration of the agreement.
- i. Fee adjustments due to government measures can be implemented immediately regardless of the amount and do not provide a right to annulment.
- j. If you do not make use of the agreement or the extras, the membership fee shall not be returned to you, with the exception of the special cases expressly provided for in these General Terms and Conditions.
- k. The prices include VAT, corresponding to the sum of the amounts excluding taxes to which the applicable VAT is applied. Basic-Fit reserves the right to implement any new tax and VAT rate increases on these prices as soon as they come into effect.
- l. You agree to receive your invoices electronically on My Basic-Fit.

ARTICLE 6: QR – CODE AND PASS

- 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 QR Code and Pass are the property of Basic-Fit and you can use it during the Agreement.
- c. You cannot transfer your membership, QR Code or Pass to someone else. It concerns a personal membership.
- d. If you have a Premium and Ultimate memberships you can bring a Friend. A maximum of two people can access the club at the same time (within a maximum of 15 minutes). Note that each person must scan their own QR Code or Pass for access. You are responsible for registering your Friend (via My Basic-Fit or Basic-Fit app). Your friend must also accept these terms and conditions and the house rules before using the Basic-Fit Club. Your Friend will then receive a temporary access code. Your Friend is not entitled to use the Extras that you have added to your membership, with the exception of Live Group Lessons.
- e. For all memberships other than Premium and Ultimate, you are not entitled to bring a Friend. If you want to bring someone who is not a member, that person needs to buy a day pass.

- f. These general terms and House Rules also apply, where relevant, registered Friends and day pass holders and any person accessing a Club using promotions or other access conditions. As a member, you are responsible and liable for the way in which the membership, QR Code or Pass are used or misused. Therefore, you have the responsibility to ensure that Friends respect and comply with the relevant terms and conditions and House Rules of Basic-Fit. 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 is between 14 and 16 years old, this person can only play sports in the club with you and under your supervision. Children under the age of 14 cannot be registered as a Friend and will not be admitted to our Clubs.
- h. If you lose your Pass or if it is stolen, you can activate a QR Code for access free of charge via the Basic-Fit app. With the QR code you will always have your Pass for access at hand. As an alternative, we offer the possibility to purchase a new Pass at the self-service kiosk at the Club. This fee must be paid at the self-service hub with a debit card, after which the new Pass will be activated. As a result, the old Pass will be automatically blocked. In the meantime, your payment obligation will simply remain effective.
- 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 – UNSTAFFED ACCESS

- a. Basic-Fit shall specify the opening hours for each of its clubs. It may be the case that different opening hours apply under certain circumstances. For example, in the event of disasters, holidays or force majeure. Sometimes we will close a club. This may also be the case if, for example, we have to carry out construction work in a club.
- b. Basic-Fit is entitled to change the opening hours of a club (or parts thereof) temporarily or permanently, if there are objective reasons to do so. In the event of a permanent change, Basic-Fit will be able to do this unilaterally as long as this is of secondary importance compared to the total number of open hours or the start or end time. This is in any case a deviation up to a time period of two hours earlier or later open and/or close.
- c. The opening hours can never later be presented as an absolute condition for entering into the agreement. You will never be able to use this adjustment to unilaterally terminate the agreement, especially because Basic-Fit's main obligation is to make the fitness room and its equipment available, unless you can demonstrate that you have at least 50% of your visits you came to the club at an hour when the club in question is no longer open, whereby a minimum of 4 visits in the previous 3 months applies to determine this 50%. In that case, Basic-Fit will reimburse you for any excess (membership) fees paid.
- d. Maintaining our clubs is important to us and we may sometimes be forced to close them temporarily or in part in order to properly maintain them. In the event that your home club or preferred club is not able to open or fully open for whatever reason, or is not able to provide all services, you are always welcome at one of our other clubs. In the event that you are not able to work out at your home club for more than 14 days or in the event that we are forced to permanently close a club or relocate to a different location, we can change your home club in your agreement to the closest club, provided this is located within a 5 km radius of the home club stated in your agreement. If this is not the case, the agreement will be extended free of charge in the member's favor for the period that Basic-Fit has not been able to meet its obligations.
- e. Following the permanent closure or relocation of a club to a location further than 5 km from the old location, there is no other club within a radius of 5 km, you may terminate your contract free of charge, without any notice, as of the date of closure or relocation.
- f. If you are considered a Founder Member and your Home Club closes permanently, you will keep your condition in the new Club you chose as your new Home Club. Founding Members

will have to choose a new Home Club in a maximum term of 2 months since the closing of the prior Home Club in order to maintain their Founder Member condition.

- g. Some of our clubs are open 24 hours on certain days. You can see which clubs those are on our website. If a club is open 24 hours a day, for security reasons, it is specified that Basic-Fit uses supervision with an innovative safety system for extra safety and support via intercom. In case of an incident, question, or emergency, you can use the assistance button to contact our control center. It is recommended to carry a panic button necklace (available in the clubs) with you during unstaffed opening hours. The changing rooms might be closed, in certain clubs, between 10:30 PM and 7:00 AM. You must be at least 18 years old to use the club between 10:30 PM and 7:00 AM. 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. Any request to reopen the changing rooms after this time will incur a €45 fee.

ARTICLE 8: AMENDMENT OF GROUP CLASSES

- a. We want to keep the classes on offer up to date. This means that we regularly amend the (content) of the classes, the type, and timetables of our classes. This applies to virtual classes as well as the live group classes with an instructor. Occasionally, it may be the case that a live group class with an instructor is cancelled.
- b. Article 7c applies mutatis mutandis to changes to group lessons.
- c. In the event of "live group classes" with an instructor, you can make unlimited use of the live group class facilities of Basic-Fit with an instructor in the clubs where this is offered during the opening hours. Only members and Friends ages 14 and older are permitted to take part in the live group lessons. This is not offered in all clubs. The capacity and timetable may differ per club. Information about this can be found in the club or on our website. Each live group lesson with a trainer has a limited number of participants for sanitary and safety reasons. Basic-Fit therefore does not guarantee permanent access to the live group lessons with a trainer. Basic-Fit may impose the condition that live group lessons with a trainer must be reserved in a manner determined by Basic-Fit (for example: by reservation in the club, via the Basic Fit mobile app or via the website).

ARTICLE 9: RELOCATION OR INJURY

- a. If you move house, you can continue to work out at our clubs. We will transfer your home club to the closest club to your new address or another club, if you prefer. If there is not another club within a radius of 5 km of your new address, you can specify for yourself which club you would like to designate as your home club. In that case, we will also give you the option of terminating your agreement prematurely, subject to a notice period of 4 weeks, which commences at the time of receipt of the termination. In that case, we will ask for proof of your new address by providing a copy of the registration with the municipality (which can not be older than 3 months).
- b. We hope that you will come and exercise with us in good health. For all membership types and Extras, you may make use of the option to suspend your membership and Extras for medical reasons, under the conditions defined below:
 - membership can only be suspended after Basic-Fit has received a valid medical certificate (via Live Chat, e-mail or by post to Basic-Fit customer service) indicating that the Member is temporarily unable to exercise;

- the medical certificate indicates that the required suspension will be at least 1 month from the day the certificate is sent to Basic-Fit;
 - the suspension takes effect from the day of receipt by Basic-Fit and not retroactively;
 - the suspension is always for a fixed period and ends on the prescribed date of the medical certificate;
 - due to the suspension, the duration of the agreement shifts pro rata with the period of the suspension;
 - You pay a one-off administrative contribution of EUR 5 to process the suspension.
- c. If you provide a medical certificate showing that you will no longer be able to exercise for a period of at least 12 months after the date of the certificate, Basic-Fit will terminate your membership at your request as of the date of receipt of the request by customer service. from Basic-Fit with the medical certificate for this purpose (via Live Chat, e-mail or by post)

ARTICLE 10: TERMINATION OF MEMBERSHIP

- a. If you entered into an agreement for the duration of one year, you can terminate this at the latest 4 weeks prior to the end of the term of the agreement. If you do not do this, the agreement will be extended for an indefinite period and can subsequently be terminated at any time, without compensation, subject to a notice period of 4 weeks. Reciprocally, Basic-Fit may terminate this Contract no later than 4 weeks before its expiry.
- b. If you have entered into an agreement for a period of one year and full payment in advance, you can cancel it no later than 4 weeks before the end of the term. If you do not do so, the agreement will be extended for an indefinite period and can subsequently be canceled at any time without compensation by both parties subject to a notice period of 4 weeks, and, where applicable, any excess amounts paid will be refunded to you in proportion to the amount due. time spent.
- c. If you have entered into an agreement that can be terminated flexibly, you can terminate it at any time, without compensation, subject to a notice period of 4 weeks. Reciprocally, Basic-Fit may terminate this Contract at any time subject to prior notice of one 4 weeks period.
- d. You can terminate your agreement in various ways. You can do this at the self-service hub in the club or via My Basic-Fit (by going to the website or the Basic-Fit app, by e-mail and by letter to customer service). If you cancel by e-mail or letter, you must provide the following information: your first and last name, your membership number and the address of your Home Club.
- e. We endeavour to create an environment in the clubs in which everyone is respected and the rules are complied with. If you do not observe the arrangements of the agreement, or if you fail in a severe manner and/or repeatedly to comply with the house rules and general terms and conditions or demonstrate unacceptable behaviour, Basic-Fit shall be entitled to deny you access to the clubs and to terminate the agreement (with immediate effect). The assessment of the situation is exclusively reserved for Basic-Fit. The assessment of this is reserved for Basic fit, but the member has the option to express his or her opinion and to provide counter evidence. Subscribing again after being denied access constitutes a legitimate reason to immediately cancel your new membership. In that case, Basic-Fit must repay the excess (membership) fees pro rata, with the exception of the registration fee. In the event of exclusion for any of the reasons indicated above, the opposition period is 14 days from the notification of the exclusion.
- f. Exercising with others is encouraged at Basic-Fit. However, coaching other gym-goers at the clubs is left solely to the personal trainers with whom we exclusively work. 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, despite this, you offer personal training services, this can be a reason for us to terminate your agreement and to claim any damages.
- g. If you grant access to another person, member or non-member, in violation of our House Rules and our general terms and conditions, for example by letting them walk through the entrance gate or by giving them your pass or your QR code, then you are responsible to pay the price of a day pass, plus € 5 in administration costs. Basic-Fit reserves the right to block access to the club until the day pass price has been paid. In the event of multiple violations, Basic-Fit has the right to terminate the agreement with immediate effect.
- h. If you can demonstrate that Basic-Fit is seriously failing to comply with its contractual obligations and only if Basic-Fit is informed of this by registered letter within 7 days after discovery of this breach, Basic-Fit will agree will immediately terminate the agreement and, if necessary, Basic-Fit will pay the demonstrable damage suffered as compensation.

- i. All methods of termination by you other than those mentioned in Articles 9b, 9c, 10a, 10b, 10c, such as unilaterally stopping payments every 4 weeks, are regarded as unlawful termination of the agreement. In these cases, all full membership contributions remain due. If you do not pay these contributions voluntarily, Basic-Fit can call on a collection agency to collect the contributions due. Article 5h will then apply accordingly.

ARTICLE 11: RISK AND LIABILITY

- a. Exercising comes with risks. If you use our facilities, you must be able to assess your own capabilities. We do not offer active supervision by persons in the club. You can engage a Personal Trainer, buy an introduction session or make use of the advice and tips that we provide in our app or via other means in the club. However, you will always be responsible for the way in which you exercise and the choices you make. The use of the facilities will be at your own risk. In the event of any (reservations about) physical conditions, we advise you to seek expert advice from a doctor or specialist to determine a correct and sensible way of exercising.
- b. 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.
- 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 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. Experience suggests that no locker is ever safe from experienced thieves. 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. The lockers are emptied every day. Basic-Fit is not responsible for any damage, loss or theft of your personal belongings, except for a cause attributable to 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 behavior 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: COMPLAINTS

We do our utmost to be of service to everyone and want to enable as many people as possible to access sporting facilities through our clubs. In the event that you have any complaints, we regret this and would be more than happy to hear them. In the first instance you can, of course, turn to the host in our clubs and in the second instance you can turn to Basic Fit's customer service department, as described on the website (www.basic-fit.com/en-nl/home). If your opinion is that your complaint has not been resolved, we refer you to article 16 of these conditions.

ARTICLE 13: PERSONAL DATA

- a. In order to execute your agreement, we use and collect your personal data. Basic-Fit processes your personal data appropriately and with due care and within the framework of the applicable legislation and regulations, to protect your personal data, such as the General Data Protection Regulation (GDPR).
- b. The privacy declaration of Basic-Fit lists which data is processed by us, for which purposes we process it and how we handle the personal data. It also explains the way in which involved persons are able to exercise their rights for the processing of their personal data. You can find the Basic-Fit privacy statement on our website.
- c. In order to protect the safety of people in and around our clubs, we use an innovative safety system for extra safety and support via intercom to monitor the club 24 hours per day. This system is limited to the sports hall and is not present in the toilets, showers or changing rooms. The functioning, use, rules and guarantees of the system are included in our Surveillance Camera Regulations.

ARTICLE 14: CHANGE OF PERSONAL DATA

- a. Changes in your personal situation (including address or bank details) must be reported immediately to customer service via My Basic-Fit.
- b. If these changes are not communicated and Basic-Fit has to incur costs to retrieve the new personal data, these costs will be charged to the member.

ARTICLE 15: HOUSE RULES

- a. You are informed that Basic-Fit has drawn up internal regulations that are available on the Basic-Fit website, which regulations 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 conflicts with the House Rules.
- c. In addition to internal regulations, Basic-Fit may apply additional health rules to comply with the instructions of the competent authorities. In this case, Basic-Fit may refuse access to its Clubs to any person (Member, Minor, Friend or anyone else) whose behavior is contrary to the health rules; any action contrary to 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: BASIC-FIT CUSTOMER SERVICE CONTACT DETAILS

- a. You can find the contact details of our customer service department at: www.basic-fit.com/nl-nl/klantenservice
- b. Postal address: Postbus 3124, 2130 KC Hoofddorp, The Netherlands
- c. You can find more information on the Basic-Fit website: www.basic-fit.nl. You can also arrange many things yourself on My Basic-Fit.

ARTICLE 17: APPLICABLE LAW AND DISPUTES

- a. Only Dutch law is applicable to these terms and conditions and all agreements entered into by or with Basic-Fit.
- b. You and Basic-Fit may only amend the Contract in writing subject to the exceptions set out in the Contract.
- c. If one of the preceding stipulations is invalidated or is deemed null and void, the other stipulations will remain applicable.
- d. You always have the option of taking legal action to resolve a dispute. Disputes must be submitted to any legally competent court.

WITHDRAWAL FORM

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 subscription contract taken out remotely, to the following address:

Email: klantenservice@basic-fit.nl.

Post: Postbus 3124, 2130 KC Hoofddorp, The Netherlands

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

Date of subscription:.....

Membership number:

Name :.....

First name :.....

E-mail :.....

Address :.....

Postal code :.....

Done at..... on

Mandatory signature (if submitted on paper)