



GENERAL TERMS AND CONDITIONS BASIC-FIT

Version as of 29 December 2022

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. When registering, you declare that you accept these terms and conditions and the house rules of Basic-Fit. You can find the terms and conditions and house rules at <https://www.basic-fit.com/de-de/about-basic-fit/terms-and-conditions> and <https://www.basic-fit.com/en-de/house-rules> or receive them at the reception desk at any Club.

Basic-Fit: This refers to Basic Fit Germany GmbH 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 have to be accepted, when the contract is concluded, so they 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 Contract becomes effective on the day on which you subscribe.

The effective date of contract will be postponed if you use a promotion which states this, for example “work out for free for 2 weeks.” If you then register on 12 May, for example, the effective date of your contract will be 26 May. Of course, you can already use the gym in the period between 12 May and 26 May and, in the event of this promotion, this will not be subject to a payment, subject to Article 5. If you subscribe in response to our pre-sales prior to the opening of your Club, your Contract will become effective on the date that your Club opens and not the date of your subscription.

Extra: these are the services or facilities that can be purchased from Basic-Fit in addition to your membership.

Founding Members: new members who join Basic-Fit between before the opening of a new Club and the opening day. New members are considered those who do not have an ongoing subscription with Basic-Fit. Founding Members will benefit from a Basic Plan fee for 14,99 € for the rest of their lives or until they change their Plan or unsubscribe from Basic-Fit, whichever happens first, in 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.

Friend: if you have a Premium membership, you can always bring a friend. This friend must register before they gain access to the club as described in art. 6b.

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 our Premium memberships, you can train in all of our clubs, but we still keep one club as your Home club. If you have a Basic membership, you can change your Home Club once a month.

Massage chairs: Basic-Fit has massage chairs in some of its clubs which offer different massage programs. Only Premium Members can freely use the massage chairs available in the Clubs.

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 to check your age. If you are younger than 18, you need permission from your parents/legal representatives to enter into an agreement with us.

Pass: This is your access card which you can use to enter one of our Clubs.

QR-Code: This is your access code that you must have to enter one of our Clubs. It is possible to get a card, but the costs of that are 20 euro.

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.

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

- a. You can subscribe as Member in the following ways:
 1. On the website by filling in the online subscription form <https://www.basic-fit.com/de-de/home> and clicking on “order with obligation to pay” or similar button;
 2. At the Club by completing the subscription form at the self-service hub.
- b. If you sign up on the website, you are entitled to cancel your membership as outlined in Article 3.
- c. If you join Basic-Fit between before the opening of a new Club and the opening day, you will be considered a Founding Member. This means that if you subscribe to the Basic Plan, your fee will be 14,99 € per 4 weeks for the rest of your life, unless you change your Plan or you unsubscribe from Basic-Fit, in which case you will lose your “Founding Member” condition. This condition is only for the Basic Plan, for a minimum of 1 year subscription, with two payment 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, we will send you an e-mail to confirm if you want to continue with your membership.

ARTICLE 3: CANCELLATION POLICY FOR CONSUMERS IN CASE OF DISTANCE CONTRACTS

Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day of the conclusion of the contract.

To exercise your right of withdrawal, you must inform us of your decision to withdraw from this contract by means of a clear statement via our Website (<https://basic-fit.com/de-de/about-basic-fit/right-of-withdrawal>) or e.g. a letter or email sent by post via *Basic-Fit Germany GmbH, Postbus 3124, 2130 KC Hoofddorp, The Netherlands, kundenservice@basic-fit.de*. You can use the attached model withdrawal form for this purpose, which is, however, not mandatory.

To comply with the withdrawal period, it is sufficient that you send the notification of exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the withdrawal

If you revoke this contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment.

If you have requested that the services begin during the revocation period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of revocation with respect to this contract compared to the total scope of the services provided for in the contract.

Premature expiry of the right of withdrawal

Model withdrawal form

(If you wish to revoke the contract, you can find the form on our site (<https://basic-fit.com/de-de/about-basic-fit/right-of-withdrawal>) or on MyBasic-Fit: <https://my.basic-fit.com/login>).

ARTICLE 4: MEMBERSHIP, DURATION

- a. We have various types of membership, the details of which can all be found on our website or at the club <https://www.basic-fit.com/de-de/price.html>. All types of membership provide unlimited access during the opening hours of your club, to the virtual group lessons and to LiveGX. that are offered at the Home club. In addition, with a Premium membership, you have access to all Basic-Fit clubs. With a Basic membership you have access (only) to your Home club.
- b. When you register, you can specify the type of membership for which you would like to enter into a Contract. All of our types of membership are available for:
 1. a fixed 1 year period, which is automatically extended for an indefinite period, with payment per 4 weeks;
 2. a fixed 1 year period, which is automatically extended for an indefinite period, with complete pre-payment of the full amount (in case the Contract is terminated earlier any prepaid amounts will be reimbursed);
 3. as the flexible version: a fixed 4-week period, which is automatically extended for an indefinite period and with payment per 4 weeks. This flexible version is subject to an additional fee.
- c. With the Basic and Premium membership and Founding Membership, you gain access to the Basic-Fit app and you can use for free the Massage Chair.
- d. With our Premium membership, you can share your Pass, you can also bring a friend with you.
- 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 <https://www.basic-fit.com/de-de/price.htmls>. . 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.
- 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 3. 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).

ARTICLE 5: 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.de or you can ask for further information at the club.
- b. You can sign up for an extra when you enter into your Contract, or during the term of your Contract. An extra can also be terminated at any time 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), subject to a notice period of at least 30 days during the term of the Contract. In any case, the extra ends at the end of the Contract.
- c. The Extra is activated immediately so that you can use it at once. 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 every 20 min while you are working out. 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, or 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 at the club.

ARTICLE 6: FEES AND PAYMENT

- a. All types of membership have their own membership fee and conditions, which can be found on the website or at 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, 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.
- 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 card payment at the self-service hub and the subsequent payments shall be made each year in advance via SEPA direct debit. If the agreement is extended for an indefinite period, it can be terminated at any time with a notice period of 1 month 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 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 we are not able to collect your payment for whatever reason (e.g. reversal of the instruction, insufficient balance etc.), 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.
- g. 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 charge collection costs and to outsource the claim under statutory law. We will also have the right to terminate the agreement with immediate effect. You will then have to pay all membership fees payable over the duration of the agreement.
- h. If you do not make use of the Contract or the extras, the membership fee shall not be returned to you.

ARTICLE 7: QR-CODE AND PASS

- a. The QR Code and Pass are the property of Basic-Fit and you can use it during the agreement.
- b. You cannot transfer your membership to someone else. In the event of Premium, you can therefore come with a friend, whereby a maximum of two people can train on one membership at the same time. You are not permitted to bring a friend if you are registered with any of our other memberships. If you want to bring someone who isn't a member, that person can only buy a day pass (these general terms also apply, registered friends and day pass holders).

- c. You are responsible for registering your friend (via My Basic-Fit (by going to the website or the 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 Contract,
- d. If the person that you wish to bring along as a friend is between the age of 12 and 16, this person can only come to train at the Club accompanied by you. In addition, you must provide written consent from legal representatives. People under the age of 12 cannot be registered as a Friend and are not allowed to access our clubs.
- e. As a Member, you are responsible and liable for the way in which the Basic-Fit membership and QR-Code and Pass are used or misused. As such, you must also ensure that friends respect and comply with the terms and conditions and house rules of Basic-Fit.
- f. If you lose your Pass or if it is stolen, you can procure a QR Code or a new Pass at the self-service hub. As a result, the old Pass will be automatically blocked. The replacement fee for a new Pass is € 20. This fee must be paid at the self-service hub, after which the new Pass will be activated. In the meantime, your payment obligation will simply remain effective.

ARTICLE 8: OPENING HOURS

- 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.
- b. 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. This may be the case if we need to close a club for construction works, or due to force majeure, for example. In this event, you do not have the right to reimbursement of your membership fee. 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.
- c. If 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.
- d. 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.
- e. 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, these clubs may not be staffed during certain hours. This will usually be between 10:30 PM and 7:00 AM. At that time, there is no supervision by a person who is physically present in the club, but by supervision with an innovative safety system for extra safety and support via intercom. The changing rooms are closed 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.

ARTICLE 9: TERMINATION OF MEMBERSHIP

- a. If you entered into a Contract for the duration of one year, you can terminate this at the latest 1 month prior to the end of the term of the Contract. If you do not do this, the Contract will be extended for an indefinite period and can subsequently be terminated at any time, subject to a notice period of 1 month.
- b. If you have entered into a Contract that can be terminated flexibly, you can terminate it at any time, subject to a notice period of 1 month.

- c. You can cancel your Contract 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).
- d. We endeavor 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 to materially comply with the house rules or demonstrate unacceptable behavior, 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. Subscribing again after being denied access constitutes a legitimate reason to immediately cancel your new membership.
- e. 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. If, despite this, you offer personal training services, this can be a reason for us to terminate your agreement.
- f. If you grant another person unauthorized access in any way, whether or not they are a member, for example by letting them walk through the entrance gate with you or giving them your Pass, Basic-Fit shall charge the value of a day pass as a fine, plus 5 € as a penalty and access to the club will be blocked until this fine has been paid. In the event of multiple violations, Basic-Fit shall be entitled to terminate the agreement. The statutory right of termination for cause shall remain unaffected. We may request appropriate documentation for the cause (e.g. medical certificate by a doctor).

ARTICLE 10: LIABILITY

We are liable in accordance with the statutory provisions if damage is caused by an intentional or gross negligent breach of duty by itself or one of its legal representatives or agents.

We are also liable without restrictions for damages from injury to life, body or health, for feature which are a contractual guarantees and for fraudulently concealed defects. Further, the liability under the German Product Liability Act remains unaffected.

We are liable for slight negligent breaches of essential contractual obligations. Essential obligations are (i) such the breach of which is putting at risk the achievement of the contractual purpose, (ii) only enable performance or fulfillment of the contract and are regularly relied upon by the other party. In this case, we are only liable for the typically foreseeable damages. We are not liable for slight negligent breaches of any other obligations than those mentioned in the previous sentences.

The Massage Chair service is provided to you as is and as available so Basic-Fit expressly disclaims all warranties and makes no representation that the service will meet your requirements, achieve any intended results, operate without interruption, meet any performance standards or be error free.

To the extent liability is excluded or limited, such exclusion or limitation also applies to the employees, legal representatives or agents.

ARTICLE 11: 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.

ARTICLE 12: PERSONAL DATA

- a. In order to execute your Contract, we 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, such as the General Data Protection Regulation (GDPR).
- b. The privacy declaration (<https://basic-fit.com/de-de/about-basic-fit/privacy-statement>) 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.

ARTICLE 13: BASIC FIT CUSTOMER SERVICE CONTACT DETAILS

- a. You can find the contact details of our customer service department at: <https://www.basic-fit.com/de-de/fag>
- b. Postal address: Postbus 3124, 2130 KC Hoofddorp, The Netherlands
- c. You can find more information on the Basic-Fit website: www.basic-fit.com/de-de/home.

You can also arrange many things yourself on My Basic-Fit.

ARTICLE 14: APPLICABLE LAW AND DISPUTES

- a. Only German law is applicable to these terms and conditions and all agreements entered into by or with Basic-Fit. Where consumers have their usual place of residence in another country within the European Union at the time of the respective conclusion of the Contract, the application of mandatory statutory provisions of that country will remain unaffected by the choice of law made in the afore sentence.
- b. You can access the European Commission's online platform for online dispute resolution here: <http://ec.europa.eu/consumers/odr/>. Please note that we are not obliged to, and will not, participate in a dispute settlement procedure before a consumer arbitration board in order to settle legal disputes with consumers.