



GENERAL TERMS AND CONDITIONS BASIC-FIT ALL-IN

Versie 1 mei 2023

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 for BASIC-FIT ALL-IN (“the Package”), 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/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 only apply to BASIC-FIT ALL-IN and come into force from 1 May 2023 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. and the services and products that we provide under the name Basic-Fit.

Bike: the home Bike from the brand Matrix that you rent from us.

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

Contract: the combined contract that is established between Basic-Fit and the member relating to the rental of the smart bike and the Premium 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 Contract becomes effective on the day on which subscribe and when you have fulfilled your payment obligation.

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

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 article 9.

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.

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

Membership: the Premium Membership that you receive with the Bike as part of the Package (all references to membership only refer to this Premium Membership as part of the Package, and not the entire Package).

Package: when you choose BASIC-FIT ALL-IN, your package consists of the following components:

- (i) The rental of the Bike for a period of 1 year.
- (ii) A Premium membership, for a period of 1 year (which will be tacitly renewed after 1 year and can be terminated then at any time with a notice period of 30 days).
- (iii) Access to the Basic-Fit app, the All-in app and the associated cycling content.

Pass: This is your access card that you must have 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,=.

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 (that do not belong to the package), 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: PREMIUM MEMBERSHIP

- a. The agreement concerns the Premium membership to sport with us and the rental of the Bike.
- b. You can become an Member by filling in the registration form on the website (<https://www.basic-fit.com/nl-nl/home>).
- c. Your Membership is a Premium Membership. This membership gives unlimited access during the opening hours of your Home Club and to the virtual group lessons offered in the club. You have access to all other clubs. You can also bring a friend.
- d. You also have access to the Basic-Fit app and the All-in App and the associated cycling content.
- e. The Premium Membership is valid for a period of 12 months. After 12 months, this part of the agreement is tacitly renewed for an indefinite period. If you wish, you may cancel your Premium Membership at any time after 12 months with 30 days' notice (in accordance with article 13 of these terms and conditions).

ARTICLE 3: RENT THE BIKE

- f. You rent the Bike for a period of 1 year. You cannot terminate this part of the agreement prematurely.
- g. After 1 year, the (rental) agreement is tacitly renewed for an indefinite period. You will then receive an email from us. The fees will continue to be collected by direct debit.
- h. You can terminate the rental agreement at any time after the 1-year period with a notice period of 4 weeks.
- i. The Bike remains the property of Basic Fit.
- j. You must treat the Bike as may be expected of a good renter and you must ensure that you use the Bike in accordance with its intended use.
- k. You are not allowed to rent out the Bike.
- l. You may only use the Bike in your own home.
- m. If there is any discernible damage or defects to the Bike, you may not use the Bike, as the use may lead to aggravation of the damage or defects.
- n. As a renter, you must point out the agreements we have made about the rental to other persons whom you allow to use the Bike and you must ensure that these persons also comply with this.
- o. As a renter you are liable for damage to the Bike. If the damage results from acts or omissions that you have as a renter, you must fully compensate us for the damage suffered (such as repair or replacement costs). This does not apply if you prove that this act or omission cannot be attributed to you or if full compensation is not reasonable.

ARTICLE 4: WITHDRAWAL OF MEMBERSHIP

- a. If you entered into the agreement with us online, you have the right to revoke the (Premium) membership without stating reasons from the date on which you entered into the agreement with us until 14 calendar days thereafter. You can do this in one of the same ways described in article 13 or by using the model withdrawal form via this link ([link](#)) (you cannot exercise your right of withdrawal on the Kiosk). If you canceled your previous membership to purchase the Package and then exercise the right of withdrawal, your previous membership will be revived again.
- b. When you exercise your right to cancel your membership, we will refund all payments made to Basic-Fit in the context of your membership. You will be refunded as soon as possible and no later than 14 days after we have received your request to cancel the membership, using the same payment method as originally chosen by you.

ARTICLE 5: DELIVERY, SHIPPING AND ASSEMBLY OF THE BIKE

- a. We will deliver the Bike on the agreed delivery date, on which you must be present at home to receive and check the Bike.
- b. We will deliver the Bike clean, in good condition and assembled to your home. We charge delivery costs for this.
- c. We offer the following delivery option for the Bike. The Bike will be delivered to your home within 14 days after entering into the agreement. You will receive an email via our (installation) partner in which you can select a delivery time. Our partner supplies and installs the Bike. Before accepting the Bike, you are responsible for checking that the Bike is complete and undamaged immediately after delivery and installation and to notify customer service of any such damage as soon as possible.
- d. After delivery and installation, the Bike is ready for use. All you have to do is adjust the Bike to your own body size. On our website you will find a link for the usage settings of the Bike.
- e. Delivery dates are indicative, it is possible that due to circumstances there may be a small delay. In the event that the delivery is delayed by more than 30 calendar days, you can terminate the agreement by emailing us at allin@basic-fit.nl.

ARTICLE 6: REPAIR AND REPLACEMENT

- a. If you notice a defect in the Bike after delivery, you must report this to us as soon as possible by sending us an e-mail to allin@basic-fit.nl.
- b. When you ask us to solve this defect, we will do this for you (free of charge). This does not apply if a defect cannot be fixed or, if this cannot reasonably be requested from us, in view of the amount of the repair costs.
- c. If the defects of the Bike are of such a nature that the Bike is not suitable for its intended purpose, or if they reduce the use of the Bike to such an extent that you cannot use the Bike properly, you can also request that the rented Bike will be replaced by us.
- d. If we ascertain that replacement of the Bike is necessary as a result of a defect, we will deliver another Bike within 14 days. In this case, the costs of inspection, repair and/or replacement and return of the Bike will be borne by Basic-Fit.

ARTICLE 7: EXTRA'S

- 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 <https://www.basic-fit.com/nl-nl/home> or you can ask for further information at the club.
- b. If you become a member and want to become acquainted with the club, you can purchase an introductory session at your Club. Only you can do this, not your Friends. You can buy multiple sessions so that your Friends can also use them. Basic-Fit does not provide the introductory session itself, but outsources it to the company that provides the Personal Training in the club.
- c. You can choose Yanga Sportwater as an extra. 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.

ARTICLE 8: FEES AND PAYMENT

- a. When you become a member, the membership fees are due from the date of subscription. The SEPA direct debit authorisation is also effective from that moment. All membership fees shall be due and payable in advance.
- b. The amount for the first term must be paid before the start of the rental period and the membership. In this respect:
 - o the first lease term € 20,=

- the cost of the membership € 29.99
- the delivery and installation costs of the Bike € 49,99.
- c. You can pay this amount by online payment or card payment at the kiosk and the following payments annually in advance via SEPA direct debit. Our collection period is 4 weeks. This means that we can collect 13 direct debits per year. Once a year, this leads to two direct debits in one calendar month.
- d. Should you decide during the term of your agreement that you no longer wish to pay your membership by means of direct debit, 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 contractual amounts. Payments can be made via bank card at the self-service hub.
- e. If the rental agreement is extended for an indefinite period after 1 year, it can be terminated at any time with a notice period of 4 weeks and the overpaid membership fee will be returned if applicable if the agreement is terminated.
- 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 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.
- h. Once per year, as of 1 January, we are able to increase our fees by a maximum of 5%. If we make use of this, it shall not give a right to terminate the agreement, unless the fee increase is made within three months after the agreement has been made or is higher than 5%. Fee adjustments due to government measures can be implemented immediately regardless of the amount and do not provide a right to annulment.
- i. If you do not make use of the agreement or the extras, the membership fee shall not be returned to you. Except in the event that the withdrawal period as described in Article 4 still applies.

ARTICLE 9: 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 with 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, where relevant, 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 Agreement..
- c. 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. People under the age of 12 cannot be registered as a Friend and are not allowed to access our clubs.
- d. 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.
- e. 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 remain effective.

- f. In order to prevent QR Code fraud, a reasonable limitation on the number of times the QR Code displaying device can be changed applies.

ARTICLE 10: 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. Sometimes we will close a club. This may also be the case if, for example, we have to do construction work in a club.
- b. Basic-Fit is authorized to amend the opening hours of (part of) a club either temporarily or permanently, in the event that there are objective reasons to do so. In the event of a permanent amendment, Basic-Fit will be able to do this unilaterally insofar as this is of minor importance in relation to the total number of open hours or the start or end time. This is the case in the event of a deviation of two hours earlier or later that the club is open and/or closed.
- c. The opening hours can never later be raised as an absolute condition (*conditio sine qua non*) for entering into the agreement. You will also never be able to use such an amendment in order to unilaterally terminate the agreement, especially because the main obligation of Basic-Fit consists of providing the fitness area, with its equipment, unless you are able to demonstrate that at least 50% of your visits to the club were made at a time where the club in question is no longer open, whereby a minimum of 4 visits in the previous 3 months applies to the determination of this 50%. In that case Basic-Fit will refund you with respect to membership(fees) paid in excess.
- 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. 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. If this is not the case, the Membership will be extended free of charge in favor of the member for the period that Basic Fit has not been able to fulfill its obligations.
- e. 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.
- f. 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 8:30 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. 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.

ARTICLE 11: 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. Occasionally, it may be the case that a live group class is

cancelled. These amendments or cancellations do not give a right to (partial) reimbursement of the membership fee.

- b. In the event of "live group classes", you can make unlimited use of the live group class facilities of Basic-Fit at the clubs where this is offered during the opening hours. Only members and Friends ages 16 and older are permitted to take part in the live group lessons. For every live group lesson, there is a limited number of participants (full=full). Basic-Fit can make it a condition that live group classes need to be reserved in a manner to be determined by Basic-Fit.

ARTICLE 12: 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 30 days, 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.
- b. We hope that you are fit and healthy when you come and work out with us. If you can no longer use your membership in the long term for medical reasons, you can terminate it prematurely, subject to a notice period of 30 days from notification. In that case, you must provide proof that you are no longer able to use the agreement in view of your medical situation, for example by means of a doctor's certificate.
- c. If the medical certificate or proof of relocation is only provided following a legal procedure to collect the due membership fees, this will no longer be accepted.
- d. The rental of the Bike cannot be terminated prematurely for medical reasons.
- e. It is not possible to suspend the rent of the Bike for any reason.

ARTICLE 13: TERMINATION OF THE PREMIUM MEMBERSHIP

- a. You can cancel your Premium Membership at any time after the first period of 12 months with a notice period of 30 days.
- b. You can cancel 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).
- c. 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 to comply with the house rules 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.
- d. 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, as well as € 5,- as an administrative fee, 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, in accordance with article 8g.

ARTICLE 14: END OF BIKE RENT

- a. When the rental of the Bike has ended, we will come and collect the Bike from you again. We charge a pick up fee for this of € 49,99.
- b. On the day that we come to collect the Bike from you, you must be present to return the Bike to us without damage and/or defects due to (incorrect) use.
- c. We assume that you will return the Bike to us in good condition. If this is not the case, we may charge you repair and/or replacement costs.
- d. If you continue to keep the Bike in your possession in an unlawful manner, because the agreement has ended, we will continue to collect the agreed fee every 4 weeks. We will continue to do this as long as you have not returned the Bike to us. We will also charge an fine of € 5,= for each day that you do not return the Bike to us.
- e. In addition, as a renter you are obliged to compensate the damage suffered and to be suffered by us as a result of not returning the Bike (for example the legal costs for reclaiming the Bicycle).

ARTICLE 15: RISK AND LIABILITY

- a. Practicing sports can involve risks. If you use our facilities at the Club and/or the Bike, you have to assess yourself what you can handle. We do not offer active guidance by persons in the club, nor for the rented Bike. You can hire a Personal Trainer, purchase an introductory session or use the tips and advice we provide in our app or through other resources in the club. However, you always remain responsible for the way you exercise and the choices you make. The use of the facilities and the Bike is at your own risk. In case of (doubt about) physical conditions, we recommend that you seek expert advice from a doctor or specialist to determine what is the right and feasible way of exercising for you.
- b. Basic-Fit is not liable for damage as a result of an accident or injury that you sustain in the Club or while using the Bike, with the exception of damage caused by Basic-Fit's act or omission. In particular, Basic-Fit is not liable for damage caused in a situation where Basic-Fit is not at fault. Your own responsibility as stated in paragraph a above also applies to the use of the Bike in your own environment.
- c. In addition, as a renter you are obliged to compensate the damage suffered and to be suffered by us as a result of not returning the Bike.
- d. Basic-Fit and our employees are not liable for material or immaterial damage as a result of an accident or injury that you sustain in or outside our clubs, with the exception of personal injury caused by Basic-Fit's act or omission.
- e. We advise you not to bring any valuables to the clubs. Basic-Fit always makes lockers available, but use of them is at your own risk. Experience shows that no locker is safe from experienced thieves. Basic-Fit does not accept any liability for damage, loss or theft of your property, with the exception of cases caused by intent or gross negligence on the part of Basic-Fit.

ARTICLE 16: COMPLAINTS

- a. 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. (<https://www.basic-fit.com/en-nl/faq>). In case of complaints about the Bike, you can contact us by e-mail at allin@basic-fit.nl.

ARTICLE 17: PERSONAL DATA

- a. In order to execute your agreement, 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 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.

ARTICLE 18: CHANGE OF DATA

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

ARTICLE 19: 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.
- d. You can also arrange many things yourself on My Basic-Fit.

ARTICLE 20: 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. All disputes that arise on the basis of the agreement between the member and Basic-Fit will be assessed by the competent court in the district where the home club is established, or the competent court in the district where you live.
- c. You can (also) 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.