



# **GENERAL TERMS AND CONDITIONS BASIC-FIT**

Version as of 16<sup>th</sup> January 2026

**BASIC-FIT**

## INTRODUCTION

Please read carefully these general terms and conditions (hereinafter, the "Terms and Conditions") that govern your use of the services offered by BASIC-FIT Germany GmbH., a German company, with registered office in Düsseldorf, Monschauer Str. 1, 40549 Düsseldorf, Amtsgericht Köln HRB 59388, VAT number DE246876091, [kundenservice@basic-fit.de](mailto:kundenservice@basic-fit.de) (hereinafter, "Basic-Fit"). If you decide to subscribe to any of our plans, or if you use the services of Basic-Fit in any other way, you accept the present Terms and Conditions and the [house rules](#) of Basic-Fit, which is incorporated to the present document by means of a link as a reference. If you do not accept the present Terms and Conditions and the House Rules, you should not use Basic-Fit services or access to any of its Clubs. If any of the provisions contained in these Terms and Conditions were declared by any court or competent administration, illegal, void or unenforceable for any reason, that provision shall be deemed independent and shall not affect the validity and enforceability of the remaining provisions herein. These Terms and Conditions, together with the particular conditions applicable to your plan (as defined in Clause 3) and the House Rules of Basic-Fit, constitute the legally binding agreement between the member and Basic-Fit (the "Contract"). By accessing our Clubs or making use of our services, you confirm that you have read, understood and accepted the Terms and Conditions. These General Terms and Conditions are applicable as of January, 16th 2026 for all plans subscribed as of that date.

## 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 fitness-related activities. This can also be your Home Club.

**Contract/Agreement:** 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. In the event of weeks offered by the Welcome Offer or a promotion (e.g. 2 weeks for 0€), the annual membership will be extended according to the promotion or the Welcome Offer and the start of payment for the membership will be postponed.

The effective date of contract will be postponed if you use a promotion which states this, for example "work out for 0€ for 2 weeks." If you then register on 12 May, for example, the effective date of your contract will be 12 May, but the start of the payment of the fees and the permanence period will take place on May 26. In this example, the minimum contract period is then extended by two weeks. 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 6.

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 a short time after the opening day. Until when this offer is valid depends on the respective club and will be announced before the opening of that new club. New members are considered those who do not

have an ongoing subscription with Basic-Fit. Founding Members will benefit from a dedicated subscription, unless they change their Plan, or unless their subscription is terminated, depending on the event occurring first, under the conditions described in Article 2 hereof. 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 Ultimate membership, you can always bring a friend. This friend must register before they gain access to the club as described in art. 6b and be, at least 16 years old.

**Home club/Reference Club:** Your club where you can train and that is designated as your "Reference" or "Home" club in your agreement. This is the club closest to your home, or another club if you have designated one yourself when signing up. Depending on which plan you choose and which plan is available in each club, you can train in your home club only, in several or in all of our clubs. Even if you can train in several or all of our clubs, we consider one of them to be your home club. For example, with our Ultimate 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 (incl. Founding Members), 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 Ultimate 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/Member Card or QR-Code:** You must present your QR-Code accessible from the Basic-Fit App to access the club. It is possible to obtain a Member Card which will be charged..

**Self-service hub (Kiosk):** This is our 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:** : a period of 4 consecutive weeks. Your Contract is divided into periods of 4 consecutive weeks each, the first period starting on the Effective Date. If you have opted for a payment every 4 weeks, the date of the payments will be determined on the basis of 4-Week Periods.

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

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

- 1. a price of €9.99 for the first 4-week period of your subscription;
- 2. the first 2 weeks offered (2 + 52 weeks contract); or
- 3. the flexible option offered. You can subscribe to one of our subscriptions without commitment to a fixed period of one year and at no additional cost. Termination is possible under the conditions provided for in article 10.c. You will benefit from this offer for as long as you maintain your subscription, that is to say until you change your subscription or terminate your contract, whichever occurs first.

The offer applicable at the time of your subscription is specified by Basic-Fit on the Website or on the Self-Service Terminal. The Welcome Offer 1. or 2. does not apply if you choose the flexible option. The Welcome Offer does not constitute a promotion. The Welcome Offers cannot be combined with each other or with any promotion: if a promotion or the Founding Member period is applied, the Welcome Offer becomes inapplicable with the exception of the sports bag.

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

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

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

## **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.

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

- b. If you sign up on the website, you are entitled to withdraw your membership within 14 days as outlined in Article 3.
- c. If you join Basic-Fit prior to the opening of a newly selected Club and up to four (4) weeks following the opening date of that Club, you may choose a Founding Member subscription (for example, if a Club opens on May 5th, the Founding Member subscription may be taken out until June 1 inclusive). Founding Members benefit from a preferential price, which remains applicable unless the subscription is changed or terminated, in which case the Founding Member status and the associated preferential price are lost. Tiered pricing applies to Founding Members' memberships. Pricing tiers are determined by reference to the time remaining until the Club's estimated opening date and continue to apply for a period of one (1) month following the opening of the Club. As a result, the applicable prices may vary depending on the Club and the timing of the subscription. You are therefore invited to consult the prices displayed on the website and, after the Club has opened, at the in-club kiosk, prior to subscribing. The Founding Member subscription is available for a minimum commitment period of one (1) year and may be paid according to one of the following:
  - (i) payment every four (4) weeks, in which case the Contract will be automatically renewed at the end of the minimum commitment period unless otherwise requested; or
  - (ii) payment in advance in a single instalment for the one-year minimum commitment period, in which case an email will be sent at the end of that period to confirm whether you wish to continue the Contract.
- d. Between the subscription date and the opening date of the newly selected Club, the subscription may be terminated freely. The period for exercising the right of withdrawal by Founding Members, where applicable to distance contracts, runs from the opening date of the Club.

## **ARTICLE 3: WITHDRAWAL POLICY FOR CONSUMERS IN CASE OF DISTANCE CONTRACTS**

### **Right of withdrawal**

You have the right to withdraw from 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 (*Basic-Fit Germany GmbH, Monschauer Str. 1, 40549 Düsseldorf, kundenservice@basic-fit.de*) 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.. You can use the attached Basic-Fit 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**

##### **Withdrawal form**

(If you wish to revoke the contract, you can find Basic-Fit 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>).

The right of withdrawal cannot be exercised via the App.

### **ARTICLE 4: MEMBERSHIP, DURATION AND DAY PASS**

- a. We have various types of membership, the details and availability of which can all be found on our website or in our Clubs. We do not guarantee the continuous availability of all our subscription plans. Availability may be modified, suspended, or discontinued at our sole discretion at any time. All types of membership provide unlimited access during the opening hours of your club, to the virtual group lessons that are offered at the Home club. Memberships may vary from club to club. Founding Member, Basic-, Comfort, and Ultimate subscriptions consist of various components that together form a complete package. As such, individual components cannot be canceled separately. With a Ultimate membership, you 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. With a Comfort membership you have access to all the Basic-Fit-Clubs in Germany. With a Founding or 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 automatically ends after the expiration of the term, 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 option: 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 (the Welcome Offer is not applicable if you choose the flexible option).
- c. Your annual membership may be extended in accordance with the promotion or the welcome offer, as described under section *Effective date* of these GTCs..
- d. For Basic, Comfort and Ultimate subscriptions, you have access to the Basic-Fit app. Basic-Fit may require App updates (e.g. for security or bug fixes purposes), in which case you will be informed on the nature and timing of these updates.
- e. If you have a Ultimate subscription, you can take a Friend to the Club.
- f. 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-eng/price.htmls>. After purchasing your day pass, you have a limited time of 7 days to activate it. The day pass provides one-time access (1 single entry) on the date on which the day pass is activated to a club of your choice within the country of purchase. The Welcome Offer does not apply to the purchase of a Day Pass.
- g. If you decide to change your subscription type through the Basic-Fit website or on My Basic Fit, you have the right to withdraw, without motivation, within 14 days from the date of said change, as indicated in Article 3. In this case, the change will be cancelled and you will find your initial

subscription until the end of your initial Contract (as well as for its possible renewals, if applicable).

- h. In case of change of membership, the Effective Date of the Contract becomes the date of subscription of the new membership.

## **ARTICLE 5: EXTRAS/OPTIONS, PERSONAL TRAINING AND ONE-TIME USERS**

- a. In addition to your type of membership, we also offer various extras/options. 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/en-de/home> 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 with the exception of the flexible and freeze options which can only be selected when subscribing to the Contract or outside the firm commitment period. An 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), given a minimum notice period of a 4-Week Period 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 Sportswater 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. 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). This Option is included in the *Ultimate* subscription. If you decide to freeze your membership during the fixed commitment period, the remainder of that period will be extended accordingly. It is you who manage (via the website or at the Self-Service Terminal) the start date and duration of the freeze. You can terminate the freeze option outside of the minimum commitment period of one year, in the conditions of Article 10. During the freeze, your access to the club is temporarily blocked.
- g. Access to the 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 the 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 the 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 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 subscription fee. This subscription fee can vary depending on the type of membership if a promotional offer 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, 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 card payment at the self-service hub. In this case, no SEPA direct debit per 4-Week Period will be initiated and the subscription will automatically expire at the end of the fixed period of one year.
- 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 any reason, except the fault of a third party or a technical malfunction, (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. Basic-Fit subscriptions give you the right to train in Basic-Fit Clubs. Therefore, if you do not use the Contract or the Options, there will be no refund of your contribution, with the exception of any special cases expressly stipulated in these general conditions.
- i. Prices are indicated VAT included, corresponding to the sum of the amounts excluding taxes to which the VAT in force is applied. Basic-Fit reserves the right to carry forward any new tax and VAT rate increase on these prices as soon as they come into force.
- j. Any service must be the subject, as soon as it has been rendered and in any event before payment of the price, of the issue of a note when the price of the service is greater than or equal to €25 (including VAT). For services whose price is less than €25 (including VAT), the issue of a note is optional, but it must be given to the customer if requested. To this end, you agree to receive your invoices electronically on My Basic-Fit.
- k. Except for legal exceptions, the printing and delivery of payment receipts are only carried out at the request of the consumer.
- l. The applicable prices are indicated in the Contract by Basic-Fit and correspond to the rates charged by the Club and displayed at the reception of the Club at the time of acceptance of the Contract by you. In the event that a rate increase occurs during the extension periods of the Contract, you will be informed by individual letter 2 months before its effective date, and you may terminate the Contract under the conditions set out in Article 10. This paragraph is inapplicable in the event of a contrary offer such as an offer valid for life.

## ARTICLE 7: 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 to someone else. With the Ultimate subscription, you can come to the Club with a Friend within the limit of a simultaneous presence at the Club of 2 people maximum accessing the Club within an interval of 15 minutes. Each person must scan their own QR-Code or Member Card to access the Club.
- d. 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,
- e. If the person that you wish to bring along as a friend is under 18, 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 16 cannot be registered as a Friend and are not allowed to access our clubs.
- f. These Terms and Conditions, if relevant, and our House Rules, also apply to registered Friends and Day Pass holders and any person accessing a Club using promotions or other access conditions. As a Member, you are responsible 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. You must know these Friends and be able to provide their identity as well as their contact details to Basic-Fit.
- g. 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 contribution for the new Member Card 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.
- h. In order to prevent 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 8: OPENING HOURS/CLOSURE OF A CLUB – 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.
- 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 8:00 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. In addition, access to certain areas of the Club may be temporarily restricted or prohibited, including, without limitation, upper floors or specific zones. You must be at least 18 years old to use the club between 10:30 PM and 8:00 AM. Access to the Club during unstaffed hours is in any event strictly prohibited to minors.
- f. For security purposes, Basic-Fit uses audio and video surveillance equipment within Clubs. In the event of an incident, question or emergency, Members may use the assistance button to contact the control center, which will provide appropriate support. Members are expected to be aware of the location of emergency call points and emergency exits, to comply with all applicable safety rules, and to exercise appropriate caution at all times. Basic-Fit also recommends that Members wear a call-button collar during their workouts. Members wishing to benefit from unstaffed access may be required to complete a self-assessment of their physical condition, designed to raise awareness of the risks associated with exercising in an unstaffed environment, taking into account factors such as age, gender and medical history, as well as the health and safety risks related to the use of doping substances. 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.
- g. Members must ensure that all personal belongings are removed from the lockers and changing rooms by the time the club employee leaves the Club at 10:30 PM. Any request to reopen the changing rooms after this time will incur a €45 fee.

## **ARTICLE 9: RELOCATION AND INJURY**

- a. If you are about to move, you can continue to train in our Clubs. We will adapt your Home Club to the Club closest to your new address, or to another Club according to your preference. If there is no Club within 15 km of your new address, you can indicate which Club you wish to designate as the Home Club. In this case, we also offer you the possibility of terminating your Contract prematurely, with at least one 4-week period. In this case, we will ask you to prove that you have changed your address by providing us with a copy of proof of domicile of less than 3 months.
- b. We hope that you are fit and healthy when you come and train with us. If you are permanently unable to use your membership for medical reasons, you can cancel it without notice by providing evidence that you are no longer able to use the membership due to your medical condition, e.g. a medical certificate, with effect from the date we receive the application and evidence. If it is a minor injury, you may suspend your plan from the date of your application and proof of injury until you are able to resume training, at which time your plan will be reactivated and your contributions and membership will resume. The term of the contract will be postponed for the same period for which the suspension was requested. This right to suspend membership does not affect the member's right to extraordinary cancellation of their contract.

## **ARTICLE 10: TERMINATION OF MEMBERSHIP**

- a. If you entered into a Contract for the duration of one year, you can terminate this at the latest 4 weeks prior to the end of the term of the Contract. In case the 1-year subscription is extended as part of a promotion (cf. Article 4 c.), you may terminate the contract at the earliest after the expiry of the extended minimum contract period. If you do not cancel after the minimum contract

period, the Contract will be extended for an indefinite period and can subsequently be terminated at any time, subject to a notice of 4 weeks. Reciprocally, Basic-Fit may terminate this Contract no later than 4 weeks before its expiry.

- b. If you have entered into a Contract that can be terminated flexibly (Flex Plan), you can terminate it at any time, 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-Week period.
- c. You may terminate your Contract in one of the following ways: through My Basic-Fit, at the Self-Service Terminal in our Clubs, on our website, in the Basic-Fit App or by sending an email to customer service (indicating your name, membership number and the address of your Reference Club).
- d. Our goal is to create an environment our Clubs where everyone respects each other and complies with the rules in force. For any violation of criminal law or act seriously in violation of the laws protecting the rights of third parties (including in particular theft, physical or verbal assault, threats against Basic-Fit staff or other Members, discrimination, non-compliance with health and safety rules, voluntary deterioration of the Club facilities, consumption or circulation of doping products), you risk the immediate exclusion of our Clubs, without notice. Where such conduct is committed by a Friend, the Member may also be subject to the same measures, as Members are expected to ensure that their Friends comply with the terms of the agreement. The assessment of the situation is exclusively reserved for Basic-Fit. Subscribing again after being denied access constitutes a legitimate reason to immediately terminate your new membership.
- e. At Basic-Fit, we invite you to come and exercise with many. However, it is forbidden to offer personal training services in our Clubs or to operate other commercial activities, personal training services can only be carried out by our personal trainers and coaches who are independent professionals and with whom we cooperate exclusively. Furthermore, it is prohibited to invite an external personal trainer or coach as a Friend in order to receive personal training services within our facility. If you do not comply with this rule, the Contract will be terminated with immediate effect and Basic-Fit may possibly claim compensation for the damage suffered, if applicable.
- f. If you allow access to the Club in any way to another person, in violation of these general conditions or internal regulations, whether the person is a Member or not (for example by bringing them in with you, at the same time as you through the access door without this person having a QR-Code or a Member Card), Basic-Fit can charge you the value of a "Day Pass", as well as a sum of five euros for processing costs, and block you from accessing the Club until the payment of said sum. In the event of repeated violations of these General Terms and Conditions and/or the House Rules, Basic-Fit is entitled to terminate your Contract.

## **ARTICLE 11: INSURANCE, RISKS AND LIABILITY**

- a. 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.
- b. We are also liable without restrictions for damages from injury to life, body or health, for features which are a contractual guarantee 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.
- c. 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.

- d. 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.
- e. We advise you not to bring valuable items within the Club grounds and to take out personal insurance for personal items that you may bring. Basic-Fit always puts lockers at your disposal (in the changing rooms without video-surveillance and, when possible, in the common area of the club with video-surveillance), which you must securely close with your own qualitative padlock. Basic-Fit is unable to accept deposits of cash, luxury brand goods, electronic goods (including but not limited to laptop, mobile phone), jewelry, watches and any goods worth more than 250 euros. You (including Young Members and Friends) are personally responsible for your personal belongings that are not appropriately secured in the lockers provided. You must remove your personal belongings from the locker when you leave the club. 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. In the event of damage, loss or theft that would not be due to a failure to secure your personal belongings due to you, Basic-Fit will require the communication of invoices or cash receipts relating to the effects in question in order to take into consideration any claim in this regard.
- f. To the extent liability is excluded or limited, such exclusion or limitation also applies to the employees, legal representatives or agents.
- g. The training programs available online or on the application do not constitute a personalized personal coaching service; the service consists in publishing online sports programs and trainings. The training programs and advice are provided for information purposes only; they cannot be considered specific advice (such as medical or dietary). You follow these programs at your own risk. It is your responsibility to adopt reasonable, appropriate and thoughtful behavior when viewing and reproducing exercises, consistent with the attached instructions and your own abilities. For example, by adapting exercises, their intensity, their frequency and break times according to your own limits. If in doubt, and particularly in the event of pregnancy or illness, we recommend that you consult a doctor to ensure the compatibility of the services offered with your state of health.

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.

## **ARTICLE 13: 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 14. HOUSE RULES**

- a.** You are informed that Basic-Fit has established House Rules available on the website of Basic-Fit, and can also be consulted at the counter of each Club if necessary.
- b.** Basic-Fit may at any time refuse access to Clubs to persons whose behavior is contrary to the House Rules.
- c.** In addition to the House Rules, Basic-Fit may implement additional health rules in order to comply with the instructions of the competent authorities. In this case, Basic-Fit may refuse access to its Clubs to any person (Member, Young Member, Friend or anyone) whose behavior violates the health rules; any act contravening these health rules may give rise to immediate exclusion in accordance with Article 10d above.
- d.** In the event of a conflict between the present General Terms and Conditions and the House Rules, the General Terms and Conditions shall prevail.

## ARTICLE 15: 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/faq>
- 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](http://www.basic-fit.com/de-de/home).

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

## ARTICLE 16: APPLICABLE LAW AND DISPUTES

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.