

GENERAL CONDITIONS OF REGISTRATION, ACCESS AND USE

1. CONDITIONS OF REGISTRATION TO THE CLUB

1.1 General Conditions and Conditions of Registration.

These conditions apply to customers who register in the Club, guests, punctual users and any other person who makes use of the Club facilities (hereinafter collectively referred to as "User"). The User knows and accepts the content of these established General Conditions, as well as the specific conditions of Registration and, where appropriate, the particular conditions applicable to some modalities, and accepts that non-compliance with these, or any other internal or general regulations that were applicable or indication made by the Center Staff may lead, as a consequence, the dismissal and expulsion of the Center. There is a copy of these updated conditions available to Users at the reception of the Center, as well as on the Club's website.

1.2 Registration Limitations.

The User knows and accepts that the Management of the Center may establish and / or modify limitations on the registration of people in the Center.

1.3 Customer Card/Bracelet.

Upon registering at the Center they will be given a Customer Bracelet that is personal and non-transferable. The transfer of the Customer Bracelet to another person implies the cancellation of the Center during the period of one (1) year. The issuance or loss of the Customer Bracelet involves a cost that must be paid by the Customer, in the first case at the time of registration and in the second, at the time of its replacement. The Customer Bracelet, valid and valid, is essential to access the facilities and to make use of the services, both free and optional.

1.4 Fitness for Physical Exercise and Medical Insurance.

The Client who registers in the Center knows and accepts, without prejudice to the declarations and responsibility in matters of health and physical well-being that will be said later: (i) That when indicated by the Center, it will pass a mandatory review when the technical staff observes a special variation in body weight, a loss of consciousness or significant fatigue in performing physical exercises. (ii) That it is recommended to carry out periodic medical check-ups to monitor physical and health condition. (iii) In exceptional cases due to possible contagion of diseases, the protocols and measures foreseen and recommended by the competent authorities in Public Health would be applied, such as taking body temperature before accessing the centers or those generic measures that, for prevention, the health authorities believe appropriate at all times. Some franchised centers have arranged with an insurance company of recognized prestige an accident insurance that covers the risk that may come from certain activities that the subscriber practices in the Center, as well as the first assistance, subsequent

medical treatment and recovery, being mandatory its hiring at the time of discharge. For any questions related to the contracting of this insurance and its coverage, the user must contact the reception of their center where they will inform you in detail.

1.5 Payment of Registration and Fees.

The Client who registers in the Center knows and accepts that, regarding the payment of the registration and the fees, he must respect the provisions of these General Conditions, as well as in the specific conditions of Registration. The registration as a Customer in the Center covers the contractual relationship of the period for which he satisfies the receipt and, if the Customer does not communicate otherwise, it will be extended for an equal period, and so on. However, the Center may immediately cancel the payment, the fulfillment of its term or for any of its extensions, communicating it to the client in a timely manner. Except for the first installment, all subsequent receipts will be direct debited. In no case will the amount of the fee or that corresponding to the management of services contracted periodically be paid in cash. In the event that any payment is not domiciled by direct debit, payment can be made at the Reception of the Center by bank card or cash (consult forms of payment admitted in the corresponding center), a surcharge of 2% of management expenses will be applied. The contracted subscriptions and that, previously, have been paying for payment or advance payments, to enjoy an offer, special conditions or economic advantages, are contractually closed modalities and without refund. However, in the event that the Customer withdraws or renounces a certain subscription period that has previously been paid and the waiver accepted by the Center, the Customer will lose the discount obtained in the promotion by advance payment of the full subscription made and the amount corresponding to the months pending use will be refunded by means of a voucher, Calculated based on the quota of the non-promotional modality. Any voucher cannot be made effective until eight (8) weeks after the issuance of the corresponding receipt and will expire one hundred and eighty (180) days from the date of processing of the voucher. No vouchers or refunds will be made for periods of less than thirty (30) days or for payment methods of less than two (2) months. The Client must respect the modality of the Fee to which he is assigned and be up to date with payments for any reason, regardless of the effective use of the Center made by the Client and any change in the personal situation of the latter.

1.6 Discounts and Promotions.

The Center offers discounts for companies, groups and family members. In case more than one discount is applicable, the most favorable discount will be applied. In any case, the discounts will not be applied retroactively. The beneficiaries of the discounts must provide the supporting documentation required by the Center. Promotions are made for advance payments depending on the advanced months and the modality of the Client. The offers and promotions are intended for new Customers and cannot be accessed by Customers, nor former customers less than one hundred (100) days from the date of their effective withdrawal from the Center.

In case of enjoying the discount promotion in the registration, it will be applied during the period indicated in the promotion.

Sometime modalities have mandatory payment methods.

1.7 Non-payment.

Any bank refund of a receipt will involve the payment of this at the reception of the Center with a surcharge of 2% of the amount of the receipt or through the website www.dir.cat in those franchises that have this option (consult with the franchised center). If at the time of issuing the invoice of the receipt, the Customer has not given the direct debit data, it will be considered an unpaid receipt. The non-payment of a bill will mean not being able to access directly and having to face your payment. After three (3) months without paying a bill, it will mean the automatic cancellation of the Center, unless during this period the Client has paid the subsequent receipts. In case of cancellation, if you have pending receipts, in any of the DiR Clubs or their franchises, and you want to re-register, you must pay all outstanding bills. Exceptionally, if you have not used the facilities or services of the Centers during the months corresponding to these receipts, 50% of the monthly fee will be deducted for each outstanding receipt, as a return fee for the receipt. This exception will only apply on the first occasion it occurs, so you must pay 100% of the receipts in the rest that may occur. In these cases, payment can only be made through the reception of the Centers.

2. CONDITIONS OF ACCESS TO THE CENTER

2.1 Access.

The Customer Bracelet, valid and valid, gives the right to use the facilities of the Centers within its modality. Access to the Center without a wristband is not allowed. The Client may promptly access the Centre without the Customer Bracelet by paying the corresponding access and use costs. The cut-off time for access to the Center will be forty-five (45) minutes before the closing time of the Center. All facilities will close thirty (30) minutes before the closing time of the Center (except for reception and specific services or facilities). Check the opening hours at the Centre or on the Club's website.

A maximum delay of five (5) minutes will be accepted with respect to the schedule of its modality. You must pay the corresponding entrance to access the Club DiR that corresponds outside the hours of its modality, to use the facilities, as well as to enjoy the optional services.

Each center reserves the right to modify its schedules by giving advance notice. Check the opening hours in your Club.

Clients on medical leave will be able to access the center 2 times a month within the hours of their

GENERAL CONDITIONS OF REGISTRATION, ACCESS AND USE

modality. Once this number of accesses has been exceeded, they will be able to continue accessing, paying the corresponding punctual entrance.

On December 24 and 31, the centers will be able to advance the closing time and on January 1 they can offer a reduced schedule.

On December 25, the centers can remain closed.

The club reserves the right to modify these schedules by giving advance notice. Check the opening hours at your center.

2.2 Customer Access to Other Centers.

The Client can access any of the DiR Clubs or franchised centers, inside or outside the hours of its modality, paying the amount of the corresponding ticket (this amount may vary in some centers during the summer period). In case of time difference from one Club to the other, the schedule of the Club to which you want to access prevails.

2.3 Guests and occasional users.

You can access the Center by invitation or by paying an entrance. Punctual access is also allowed to people who are not Clients of the Center who contract optional services of those provided in section 3.4 of these conditions. Invitations may only be used by persons over fourteen (14) years of age who are not Clients of the Center or former clients with less than three (3) months of leave, and the validity date of the invitation must be respected. To access as a guest it is mandatory to present the DNI, passport or residence card with OCR code. Access to the Center with invitation has time limitations depending on Club and period of the year. The hours of use can be consulted at the reception of each franchised center. It is necessary to respect the provisions of these General Conditions regarding the rules of access and conduct and in everything that is applicable to it, as well as the provisions of any other internal or general regulations that may be applicable. Guests may only access the Center by invitation two (2) times in twelve (12) months with more than ninety (90) days of difference between the first and second use. Guests or punctual users who: (i) have a low due to non-payment of bills in the last twelve (12) months will not be able to access; (ii) in accordance with paragraph

2.5 of these Conditions have suspended the right of access; (iii) in accordance with subparagraph 5.2 they have been discharged by expulsion; (iv) is in direct or indirect competition with the Centre or the DiR Group. In order to make use of the rotating cabinets, you must pay a deposit for the padlock, wristband or equivalent system to close the lockers available to the center, which will be refunded at the time of return.

2.4 Physical conditions of Clients, Guests and punctual users.

Users declare under their responsibility that: (i) If you wear a pacemaker, the use of a heart rate monitor is

at your own risk. (ii) If you suffer from a contagious or infectious disease, you will take all necessary measures -including not accessing the Center-, to avoid infecting other users. (iii) You are in good physical condition and do not have any disease, alteration or motive -or has no knowledge-, that may contraindicate the practice of physical exercise or sport.

2.5 Suspension of the right of access.

The Management of the Center may suspend, temporarily or permanently, the right of access to the Center in cases of non-compliance with the provisions of these General Conditions, as well as in the specific conditions of Registration, or in any other internal or general regulations that may be applicable, or of the indications made in its case by the Staff of the Center.

3. CONDITIONS OF USE OF THE CENTER

3.1 Rules of Conduct.

The User knows and accepts that: (i) Observe the rules of conduct of the Center and, in particular, of each space where there are specific, in order to respect and not hurt the sensitivity or privacy of other users and undertakes to maintain a civic and respectful behavior with the rest of users and with the Staff of the franchise or the DiR Group, and that their actions and/or omissions are not contrary to any applicable regulations, neither to morality nor to public order. (ii) It has received complete information on all the varieties that, under the scope of physical exercise and health, can be carried out in the Center, the purpose of these and the conditions of their use, committing to respect these, as well as the specific schedules of use. (iii) It is not allowed to use mobile phones in the changing rooms of the Center, as well as record images or sounds in any way to the entire enclosure. The Center is not responsible for the breach of the above, being the full responsibility of the defaulter of the previous one the consequences that may arise. (iv) That the Center reserves the right to adopt the security measures it deems appropriate at any time, to verify the conditions of access and use of the Users. (v) It undertakes to use the facilities of the Center taking into account the rules provided for its use, refraining from performing reckless or negligent acts that may be cause damage or injury, both for the Client, and for the rest of users, personnel, facilities or materials of the Center, being its full responsibility the consequences that may arise from the breach of these obligations. (vi) It undertakes to pay the entire amount corresponding to the cost of replacement or repair of damage or damage caused to the facilities or materials of the Center when there is negligence in use. (vii) It is recommended not to carry valuables in the Center. The objects that have been found will be kept in the Center for a maximum period of fifteen (15) days. The client must adopt a respectful conduct, at all times, towards the Center and its staff. In case

that the User has any complaint regarding the members of the staff, must express it personally, in person, in writing or electronically, by contacting the Management of the Center and / or Customer Service. The communication of complaints from Users, by any means other than that established, will have the consequences provided for in point 5.2 of these Conditions.

3.2 Permanent use cabinets.

The Client knows and accepts that his closet may be opened by Center Staff to be able to provide the laundry service, in case of this service and be hired by the Client; also for the purposes of maintenance, remodeling, health and cleaning of this prior communication to the Client. Likewise, you accept that for security conditions the padlock must be equipped with a 4-digit system and the thickness of the closure cannot be less than 5 mm, in case of not respecting this rule, the padlock will be replaced, assuming the client the corresponding cost. The Client who for any reason causes cancellation, must empty the cabinet within three (3) days following the effectiveness of that. After this period, the Club may empty the cabinet and keep non-perishable objects for a maximum of three (3) months from the discharge.

3.3 Free Services.

In general, the services listed below may vary according to the Registration Club and / or the contracted modality, the Client has free rotation cabinets that can only be used when they are inside the Center and must leave them empty, free and open immediately after use. Depending on the contracted modality, date of registration and / or Registration Club, other non-free services may be offered, being able to make use of some of them upon payment of the corresponding supplement, such as, for example, towel, personal trainer, etc.

3.4 *Optional Services.* The following can be offered as optional services that involve payment of their price: Personal Trainer Service, Physiotherapy Service, nutrition service, permanent use cabinets, special sessions of directed activities, courses of specific activities, towel rental, vending machines or any other service not included in the contracted fee and offered by the center to its clients as optional prior contracting or payment. In no case will payments be made for the value of the sessions or services not consumed. The expiration date of the services must be taken into account.

4. CONDITIONS APPLICABLE TO CHANGES

4.1 Administrative Changes.

The Client must communicate to the Reception of the Center any change in the data provided in the application for admission. Any request for administrative change must be communicated at least fifteen years in advance

(15) days prior to the expiration date of your current membership. In the modalities or forms of payment limited by promotions or age, in case there is no prior communication, at their expiration they will be changed to the most similar ones in force at that time. No changes can be made to non-current payment methods or methods.

4.2 Change of modality.

GENERAL CONDITIONS OF REGISTRATION, ACCESS AND USE

The Client can change the modality during the first fifteen (15) days of the calendar month, taking into account the limitations. The change of modality implies losing the rights and conditions of the previous modality, with effect from the date of request of the change. When the change is made to a lower mode in price, the amount of the price difference between one modality and the other will be deducted from the next receipt that must be paid. In the opposite case, that is, in the change to a higher modality in price, the calculation of the entire period will be made until the expiration of the receipt or until the end of the months of promotion or advance payment, comparing said price with that of the quota / s of the new higher modality, the Customer must pay the differential amount. During the last month paid by the client, it may be requested that the deferred change of modality be effective the month following the date of request for the change. This change may be requested during the first fifteen (15) days of the calendar month, or during the rest of the month if the effective date of the change is in the following calendar month. The change of modality has a processing cost.

4.3 Price Changes.

The fees will be reviewed periodically, at least, once (1) a year in all modalities. These revisions will be communicated, through the Reception of the Center, where consultations can be made and the pertinent details required. Price revisions may also be made for the different concepts, services and supplements with a periodicity and at a different time than the fees. The Center may, at any time, create new fees by modality to new Clients, or new modalities according to the degree of occupation or other needs, without affecting the rest of the Clients. The same modality may have

Different price conditions and services for registrations from a date that is considered. The introduction of improvements in the facilities will entitle the Center to increase up to 5% of the amount of the monthly fee. In this case, the client will be notified at least one month in advance, and he can unsubscribe without additional penalty.

4.4 Changes to Terms and Services.

The Management of the Center reserves the right to:

- (i) Modify, eliminate or expand any of the services of the Center offered, as well as -when it deems appropriate-, any term or condition of the General Conditions, the Conditions of Registration or the economic conditions or any other internal regulations.

The changes will be made known through the reception and the information desks of the Center, and can also be informed on the Customer Service telephone. (ii) Close or temporarily disable part or all of the services (both free and optional) and facilities for works, modifications, specific acts or causes beyond the control of the Center. These changes will not entail any variation of the commitments of any kind of the Users established in these General Conditions, as well as in the specific Conditions of Registration, provided that the changes introduced guarantee Users to enjoy the practice of sport under similar conditions and characteristics, without prejudice to the right of the Client to terminate the contract in accordance with the requirements provided in section 5.1 Voluntary withdrawal. In case of definitive closure of the center, all the conditions applicable to the clients of the centers will be extinguished in case of termination, for any reason, of the lease of the premises where the facilities of the center where they are registered are located. The client may, in this case, request the refund of the amount corresponding to the part not enjoyed of the contracted service.

5. CONDITIONS APPLICABLE TO CANCELLATION

5.1 Voluntary Withdrawal.

They must be communicated in person or using the same procedure with which the registration was managed, and the notification of withdrawal must be effective between one (1) and fifteen (15), both included, of the month prior to the expiration of your current subscription. In case of being requested after the fifteenth (15th), the request will be applied from the month following the requested date. As for receipts with a maturity other than day 1, the notification of the cancellation must be effective more than fifteen (15) days before the expiration of their current subscription. In no case will they be applied retroactively. The definitive cancellation dissociates the Client from the Center from the expiration of the receipt. Summer leave or medical leave involves the payment of a reduced monthly fee. The Client may request summer or medical leave (minimum of one (1) month) in limited periods and taking into account the specific requirements. For more information go to the Center's Reception.

5.2 Dismissal due to expulsion.

Anyone who, either negligently or intentionally, fails to comply with the obligations set forth in these General Conditions, in the specific conditions of Registration or in any other applicable internal or general regulations, do not

respect the indications made by the Center's Staff or are within the causes of expulsion foreseen, may be temporarily or permanently expelled by decision of the Management of the Center. The expulsion implies the suspension of the right of access and the loss of the status of Client, and will prevent him from re-registering during the period that is fixed or definitively depending on the seriousness of the fault committed, which are classified as minor, serious or very serious. When there is bad faith, deception, verbal offenses or physical aggression, are actions contrary to the current customs of society, cause moral or material damage of great relevance to the Club or to the DiR Group or, in particular, when the sensitivity is injured or violates the privacy and / or property rights of other customers, any type of trade or business of products or services with others, as well as any action or omission classified as a crime or misdemeanor in the Criminal Code, will be considered very serious offenses and will lead to definitive expulsion. The imposition of the penalty of expulsion does not relieve the offender of the obligation to compensate for damage or injury caused at the Centre.

5.3 Other causes of withdrawal.

Unfair behavior or practice or being in competition, direct or indirect with the center or with the DiR Group, will be grounds for non-renewal of the subscription or its extensions.

6. LIMITATION OF LIABILITY

Without prejudice to the rest of the provisions contained in these General Conditions, as well as in the specific conditions of Registration, Clients, Guests and / or specific users know, accept and assume that neither the Club nor its Staff will be responsible for: (i) any loss, damage or theft of personal objects of any kind belonging to Users; (ii) any damage or malfunction caused by Users to the Center's facilities or the equipment or materials thereof, (iii) any personal injury or injury suffered by Users at the Center and/or Center Staff when they do not result from an action or omission enforceable by the Club.

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