

GENERAL CONDITIONS OF REGISTRATION, ACCESS AND

1. CLUB REGISTRATION CONDITIONS

1.1 *General Conditions and Conditions of Registration.*

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

1.2 *Registration Limitations.*

The User knows and accepts that the Management of the Centre may establish and/or modify limitations on the registration of people in the Centre. In this sense, the minimum age to register may be modified by the Management of the Centre and may not be the same in all Centres. The User will be able to consult the specific registration and access limitations that affect each Centre at its reception.

1.3 *Customer ID/Wristband, QR Code or Fingerprint.*

When registering at the Centre, the Client will be given a personal and non-transferable access system, which may consist of a Client Bracelet, a digital QR Code or, voluntarily and with express consent, the activation of the fingerprint.

The transfer of the means of access to third parties will entail the automatic cancellation of the Centre for one (1) year.

The initial issuance of the access system, as well as its replacement due to loss or deterioration, will entail the payment of the amount established by the Centre, to be paid at the time of registration or at the time of replacement, respectively.

The access system, current and valid, will be essential to access the facilities and to make use of the Centre's services, both free and optional.

1.4 *Fitness for Physical Exercise and Health Insurance.*

The Client who registers with the Centre knows and accepts, without prejudice to the declarations and responsibility in matters of health and physical well-being that will be stated below: (i) That when so indicated by the Centre, he/she will undergo 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 control physical and health condition. (iii) In exceptional cases due to possible contagion of diseases, the protocols and measures provided for and recommended by the competent authorities in Public Health would be applied, such as taking body temperature before entering the centres or those generic measures that, for prevention, the health authorities deem appropriate at all times. Some

franchised centres have an accident insurance policy with a recognised insurance company that covers the risk that may arise from certain activities that the subscriber practises in the Centre, as well as the first assistance, subsequent medical treatment and recovery, and it may be mandatory to take it out at the time of registration. For any queries related to the contracting of this insurance and its coverage, the user must contact the reception of their center where they will be informed in detail.

1.5 *Payment of Registration and Fees.*

The Client who registers with the Centre knows and accepts that, with regard to the payment of registration and fees, they must respect the provisions for this purpose in these General Conditions, as well as in the specific conditions of Registration. Registration as a Client in the Centre covers the contractual relationship for the period for which the receipt is paid and, if the Client does not communicate otherwise, it will be extended for an equal period, and so on. However, the Centre may immediately cancel the payment, the fulfilment of its term or any of its extensions, notifying the client in due time and form. Except for the first instalment, all subsequent bills will be paid by direct debit. In no case will the amount of the fee or the amount corresponding to the management of services contracted periodically be paid in cash. In the event that any payment is not direct debited, payment can be made at the Reception of the Centre by bank card or in cash (check payment methods accepted at the corresponding centre), a surcharge of 2% of management fees will be applied. The subscriptions contracted and that have previously been paid by payment or advance payments, to enjoy an offer, special conditions or economic advantages, are contractually closed and non-refundable modalities. However, in the event that the Client withdraws or renounces a certain subscription period that has previously been paid and the waiver accepted by the Centre, the Client will lose the discount obtained in the promotion for prepayment of the full subscription made and will be refunded the amount corresponding to the months pending use by means of a voucher, calculated based on the quota of the non-promotional modality. Any voucher may not 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 forms of payment less than two (2) months. The Client must respect the modality of the Fee to which they are attached and be up to date with payments for any reason, regardless of the effective use of the Centre by the Client and any change in the Client's personal situation.

1.6 *Discounts and promotions.*

The Centre offers discounts for companies, groups and family members. In the event that more than one discount is applicable, the most favourable discount will be applied. In any case, the discounts will not be applied retroactively. Beneficiaries of the discounts must provide the supporting documentation required by the Centre. Promotions are made for advance payments depending on the advanced months and the Client's modality. The offers and promotions are intended for new Customers and cannot be accessed by Customers, or former customers less than one hundred (100) days from the date of their effective withdrawal from the Center. If you enjoy the promotional discount on registration, it will be applied during the period

indicated in the promotion.

Some time modalities have mandatory forms of payment.

1.7 *Nonpayment.*

Any bank refund of a bill will result in payment at the Centre's reception with a surcharge of 2% of the amount of the bill or through the website www.dir.cat in those franchises that have this option (check with the franchised centre). If at the time of issuing the invoice of the receipt, the Client has not provided the direct debit details, it will be considered an unpaid bill. The non-payment of a bill will mean that you will not be able to access it directly and will have to pay it. After three (3) months without paying a bill, it will result in automatic cancellation from the Center, unless during this period the Customer has paid the subsequent bills. In the event of cancellation, if you have outstanding receipts, in any of the DIR Clubs or their franchises, and you want to re-register, you must pay all outstanding invoices. Exceptionally, if the facilities or services of the Centres have not been used during the months corresponding to these receipts, 50% of the monthly fee for each outstanding receipt will be deducted as the cost of returning the receipt. This exception will only apply on the first occasion that it occurs, so you will have to pay 100% of the bills in the rest that may occur. In these cases, payment can only be made through the reception of the Centres.

2. CONDITIONS OF ACCESS TO THE CENTRE

2.1 *Access.*

The Customer Bracelet, valid and valid, entitles you to use the facilities of the Centres within its modality. Access to the Center without a wristband is not allowed. The Client may occasionally access the Centre without the Client Bracelet by paying the corresponding access and use fees. The cut-off time for access to the Centre will be forty-five (45) minutes before the closing time of the Centre. All facilities will close thirty (30) minutes before the Center's closing time (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 with respect to the schedule of your modality will be accepted. The corresponding entrance fee must be paid to access the corresponding DIR Club outside the hours of your modality, to use the facilities, as well as to enjoy the optional services.

Each centre reserves the right to modify its opening hours with advance notice. Check the opening times in your Club.

Customers on medical leave will be able to access the centre 2 times a month within the hours of their modality. Once this number of accesses has been exceeded, they will be able to continue accessing, paying the corresponding punctual ticket.

On December 24 and 31, schools will be able to bring forward the closing time and on January 1 they can offer reduced hours.

On December 25, the centers may remain closed. The club reserves the right to modify these schedules with advance notice. Check the opening hours at your centre.

GENERAL CONDITIONS OF REGISTRATION, ACCESS AND

2.2 Customer access to other centres.

The Client may access any of the DiR Clubs or franchised centres, within or outside the hours of their modality, by paying the corresponding entrance fee (this amount may vary in some centres during the summer period). In the event of a time difference from one Club to the other, the time of the Club to which you want to access prevails.

2.3 Guests and occasional users.

The Centre can be accessed by invitation or by paying a ticket. Occasional access is also allowed to people who are not Clients of the Centre who contract optional services as provided for 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 Centre or former clients with less than three (3) months of absence, and the validity date of the invitation must be respected. To access as a guest, it is mandatory to present your ID card, passport or residence card with OCR encryption. Access to the Centre by invitation has time limitations depending on the Club and time of the year. The opening hours of use can be consulted at the reception of each franchised centre. The provisions of these General Conditions must be respected in terms of the rules of access and conduct and in everything that is applicable to them, 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 between the first and second use. Guests or specific users who: i) have a cancellation due to non-payment of bills in the last twelve (12) months; (ii) in accordance with paragraph 2.5 of these Terms and Conditions have the right of access suspended; iii) in accordance with section 5.2 they have been discharged due to expulsion; iv) is in direct or indirect competition with the Centre or with the DiR Group. In order to be able to use the rotation cabinets, you must pay a deposit for the lock, bracelet or equivalent system for locking the lockers available to the centre, which will be refunded at the time of return.

2.4 Physical conditions of Customers, Guests and occasional users.

Users declare under their own responsibility that:

(i) If they have a pacemaker, the use of a heart rate monitor is at their own risk. (ii) If you suffer from a contagious or infectious disease, you will take all the necessary measures – including not accessing the Centre – to avoid infecting other users. (iii) Is in good physical condition and does not have any disease, alteration or reason -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 Centre may suspend, temporarily or permanently, the right of access to the Centre 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 where appropriate by the Staff of the Centre.

3. CONDITIONS OF USE OF THE CENTRE

3.1 Rules of Conduct.

The User knows and accepts that: (i) They will observe the rules of conduct of the Centre and, specifically, of each space where they are specific, in order to respect and not hurt the sensitivity or privacy of the rest of the users and undertakes to maintain a civil and respectful behaviour with the rest of the 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, morality or public order. (ii) Has received complete information on all the varieties that, under the scope of physical exercise and health, can be carried out in the Centre, the purpose of these and the conditions for their use, undertaking to respect these, as well as the specific hours of use. (iii) The use of mobile phones in the changing rooms of the Centre is not permitted, as well as the recording of images or sounds in any form of the entire premises. The Centre is not responsible for non-compliance with the above, and the consequences that may arise will be the full responsibility of the non-compliant. (iv) That the Centre reserves the right to adopt the security measures it deems appropriate at all times, to verify the conditions of access and use of the Users. (v) They undertake to use the Centre's facilities taking into account the rules provided for their use, refraining from carrying out reckless or negligent acts that may cause damage or injury, both for the Client and for the rest of the users, staff, facilities or materials of the Centre, being fully responsible for the consequences that may arise from non-compliance with these obligations. (vi) Agrees to pay the entire amount corresponding to the cost of replacing or repairing damage or imperfection caused to the facilities or materials of the Centre when negligence in use occurs. (vii) It is recommended not to bring valuables in the Centre. 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 If the User has a complaint regarding the members of the staff, they 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 their wardrobe may be opened by the Centre's Staff in order to provide the laundry service, in the event that this service is provided and is contracted by the Client; also for the purposes of maintenance, remodelling, health and cleaning of the latter after notifying the Client. Likewise, you accept that for security conditions the padlock must be equipped with a 4-digit system and the thickness of the lock cannot be less than 5 mm, in case of not respecting this standard, the padlock will be replaced, the customer assuming the corresponding cost. The Client who for any reason causes cancellation, must empty the cabinet within three (3) days following the effectiveness of the same. After this period, the Club may empty the wardrobe and will keep the non-perishable objects for a maximum of three (3) months from the cancellation.

3.3 Free services.

In general, and the services listed below may vary depending on the Club of registration and/or the modality contracted, the Client has free rotation lockers that can only be used when they are inside the Center and must be left empty, free and open immediately after use. Depending on the type of contract, date of registration and/or Registration Club, other services may be offered that are not free of charge, and some of them may be used upon payment of the corresponding supplement, such as towels, personal trainers, etc.

3.4 Optional services.

The following may be offered as optional services that involve payment of their price: Personal Trainer Service, Physiotherapy Service, nutrition service, wardrobes for permanent use, special sessions of directed activities, courses of specific activities, towel rental, vending machines, accident insurance that covers the risk that may arise from certain activities that the subscriber practices in the center or any other service not included in the fee contracted and that offered the center to its clients as optional upon contracting or payment. Some of these optional services may be included in some modalities. For details, please contact the reception of the centre. 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 notify the Reception of the Centre of any change in the data provided in the application for admission. Any request for administrative change must be communicated at least fifteen days in advance

(15) days before the expiration date of your current subscription. In the modalities or forms of payment limited by promotions or age, in the event that there is no prior communication, they will be changed to the most similar ones in force at that time. Changes cannot be made to non-current payment methods or methods.

4.2 Change of modality.

The Client may 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 for the change. When the change is made to a lower modality in price, the amount of the price difference between one modality and the other will be deducted from the next bill to be paid. Otherwise, i.e. in the case of a change to a higher price, the entire period will be calculated until the due date of the bill or until the end of the months of promotion or advance payment, comparing said price with that of the instalment(s) of the new higher modality. the Client must pay the differential amount. During the last month paid by the customer, the deferred change of modality may be requested to be

GENERAL CONDITIONS OF REGISTRATION, ACCESS AND

effective the month following the date of the request for the change. This change can be requested during the fifteen

(15) first 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 reviews will be communicated through the Reception of the Centre, where inquiries can be made and the pertinent details requested. Revisions of the prices for the different concepts, services and supplements may also be made with a periodicity and at a different time than the quotas. The Centre may, at any time, create new quotas per modality for new Clients, or new modalities depending on the degree of occupancy 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 Centre to increase the amount of the monthly fee by up to 5%. In this case, the customer will be notified at least one month in advance, and the customer may unsubscribe without additional penalty.

4.4 Changes to Terms and Services.

The Management of the Centre reserves the right to: (i) Modify, eliminate or extend any of the services offered by the Centre, as well as, when it deems it appropriate, any term or condition of the General Conditions, the Conditions of Registration or the economic conditions or any other internal regulations. Changes will be made known through the reception and the information desks of the Centre, and can also be informed by calling Customer Service. (ii) Closing or temporarily disabling part or all of the services (both free and optional) and facilities for works, modifications, specific acts or causes beyond the Centre's control. 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 Registration Conditions, provided that the changes introduced guarantee Users to enjoy the practice of sport in similar conditions and characteristics, without prejudice to the Client's right to terminate the contract in accordance with the requirements set out in section 5.1 Voluntary resignation. In the event of the definitive closure of the centre, all the conditions applicable to the clients of the centres will be extinguished in the event of termination, for any reason, of the lease contract of the premises where the facilities of the centre where they are registered are located. The customer may, in this case, request a refund of the amount corresponding to the part not used in the contracted service.

5. CONDITIONS APPLICABLE TO THE DOWNGRADE

5.1 Voluntary resignation.

They must be communicated in person or using the same procedure with which the registration was managed, and the notification of cancellation must be made effective between one (1) and fifteen (15), both inclusive, of the month prior to the expiration

of their current subscription. If it is requested after the fifteenth (15th), the request will be applied from the month following the date requested. As for receipts with a maturity other than day 1, the notification of the cancellation must be made more than fifteen (15) days prior to the expiration of their current payment. In no case will they be applied retroactively. The definitive cancellation disengages the Client from the Centre as of the expiry 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, please contact the Reception of the Centre.

5.2 Withdrawal due to expulsion.

Users who, either negligently or intentionally, fail 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 Staff of the Centre or are within the causes of expulsion provided, may be temporarily or permanently expelled by decision of the Management of the Centre.

Expulsion entails the suspension of the right of access and the loss of the status of Client, and will prevent the re-registration during the period set or definitively depending on the seriousness of the offense committed, which are classified as minor, serious or very serious. When bad faith, deception, verbal offenses or physical aggressions occur, 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 hurt 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 sanction of expulsion does not exempt the offender from the obligation to compensate for the damage caused to the Centre.

5.3 Other causes of sick leave.

Unfair behaviour or practice or being in direct or indirect competition with the centre or with the DiR Group, will be grounds for non-renewal of the season ticket 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, Customers, 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 belongings of any kind belonging to the Users; (ii) any damage or damage caused by Users to the Centre's facilities or its equipment or materials, (iii) any personal injury or injury suffered by Users in the Centre and/or the Centre's Staff when they do not derive from an action or omission enforceable against the Club.