

General Terms and Conditions of Use of the Website

1. Overview

GESTORA CLUBS DiR, S.L., with CIF no. B62849146 and domiciled at Calle Industria, 90-92, entlo. 6^a, 08025 Barcelona, is registered in the Mercantile Registry of Barcelona, volume 34.506, folio 184, page B-248890, inscription 1

Telephone: 902 10 1979 E-mail address: info@dir.cat

2. Object

The purpose of these general terms and conditions is to regulate the access and use that users can make of the corporate website of GESTORA CLUBS DiR, S.L. (hereinafter, DIR), which is currently located at the URL www.dir.cat / www.dir.es / www.dirfitness.cat / www.dirfitness.es (hereinafter, corporate website).

Some services of the website accessible by Internet users or exclusive to DIR customers may be subject to specific conditions, regulations and rules that, where appropriate, replace, complement and/or modify these general conditions of use of the website and that must be accepted by the user before the corresponding services are provided. In order to contract the online registration and its formalization, DIR provides on the website in advance the conditions for contracting the online registration, as particular conditions that must be expressly accepted by the user.

When accessing the website, the user is subject to these general terms and conditions of use and to the content of the legal notices, privacy and personal data protection policies, cookies policies and other legal texts that, where applicable, may be available on this website at any given time.

Access to and use of the corporate website implies acceptance of these general terms and conditions in the version published at any time and submission to them.

3. Access to and use of the website

Access to and use of the corporate website is free of charge for users and does not require prior registration by the user in general. However, access to and use of certain information and services offered through the corporate website can only be done with prior registration by the user.

In the case of user registration through identifiers and passwords, both the identifier and the password will belong exclusively to the person to whom they are granted. The user must keep both the username and the password in the strictest and absolute confidentiality and must therefore assume all damages and consequences of any kind arising from the breach or disclosure of the secret.

Users are obliged not to misuse the corporate website or to carry out activities contrary to the law, morality, public order, good faith and, in general, contrary to these general conditions. The user shall refrain from obtaining, or attempting to obtain, the contents of the corporate website, except in those cases in which means or procedures have been made available to obtain them.

DIR reserves the right to deny or withdraw access to the website and/or services contained therein, at any time and without prior notice, to any user who does not comply with the provisions of these conditions and in particular, with the provisions of the previous paragraph.

4. Intellectual and industrial property

The intellectual property of the contents of the corporate website, including but not limited to, the information, data, texts, photographs, graphics, other audiovisual or sound content, databases, designs, source codes, technology, software, navigation structures and other telematic services or products are the exclusive property of DiR for the whole world and throughout their legal life.

All distinctive signs, such as trademarks, trade names or distinctive signs that appear on the corporate website are protected by current legislation on trademarks, and are the exclusive property of DiR, which is why users may not make any reproduction, communication, exploitation or use, unless they have the prior written consent of the owner of said signals. Certain contents of the website belong to their respective authors and are used on this website by virtue of the corresponding license or authorisation from them.

By publishing content in the sections provided for this purpose on the website, such as videos, photographs or comments, the user grants DiR a licence over the intellectual and/or industrial property rights that may correspond to such content. This licence is non-exclusive and covers all the rights and methods of exploitation of such content for the whole world and for the entire legal life, without receiving any remuneration for it. By providing the content in the sense indicated in this paragraph, the user guarantees that he or she is not infringing any rights of third parties, nor infringing any legal or regulatory provision. Therefore, DiR is not responsible for possible infringements of intellectual and/or industrial property rights of third parties, caused by the content provided by third parties. Likewise, DiR will not be liable for any damage or harm to persons or property caused by the opinions, ideas or recommendations expressed in the content published by users on the website.

5. Ethics and responsibility arising from the user's use of the Internet and the corporate website

The user undertakes to use the information and services contained on the corporate website exclusively for their needs and not to directly or indirectly carry out any commercial or professional exploitation of the services to which they have access or of the results obtained thanks to the use of the corporate website, except in the event that they have obtained the express consent of DiR. The user is obliged not to use the facilities and capabilities of the corporate website to perform or suggest activities prohibited by law or to attempt to lure users to other competing services.

DiR will not be responsible for the use of the corporate website by the user. The user shall refrain from any conduct in the use of the corporate website or the resources made available to them that infringes the intellectual or industrial property rights of DiR or third parties, that violates or transgresses the honour, personal or family privacy or image of third parties, or that is unlawful or contrary to morality. The user shall refrain from carrying out by any means any destruction, alteration, disabling or damage to the data, programs or electronic documents owned by DiR, as well as the introduction or dissemination on the Network of programs, viruses, *mini-applications* or any physical or electronic instrument that causes or is likely to cause any type of alteration in the Network, the third-party system or equipment. It is expressly forbidden to delete or modify the e-mails of other users, to send mass e-mails, for commercial or advertising purposes, as well as to carry out any type of activity or practice that transgresses the principles of good conduct generally accepted among Internet users.

Access to the website does not imply the obligation on the part of DiR to control the absence of viruses or any other harmful computer element, and it is up to the user to have adequate tools for the detection and disinfection of harmful computer programs. Access to the website requires services and supplies from third parties, including transport through telecommunications networks, where their reliability, quality, continuity and operation are not the responsibility of DiR. Consequently, DiR will not be held liable for any damage caused by access to the website or by the impossibility of access.

Nor can it be held responsible for the contents of those pages that users can access from links included in the website or for the information sent by users through the tools enabled on the website

to introduce content, such as blogs, forums or social networks, when it does not have effective knowledge that the information to which such links lead, or that the stored information is unlawful or that it may damage the property or rights of a third party that may be subject to compensation. As soon as it becomes aware that it contains data such as those referred to above, DiR undertakes to act diligently to remove it or make it impossible to access it.

DiR undertakes to solve any problems that may arise and to offer all its necessary support to the user in order to obtain a quick and satisfactory solution to any incidents that may arise on the website.

6. Links

The corporate website may contain links to other websites operated by natural or legal persons other than DiR. In these cases, DiR acts as a provider of intermediation services and will only be responsible for the contents and services of the linked websites to the extent that it has effective knowledge of the illegality of the contents and services of these websites and has not deactivated the link with due diligence.

If someone wishes to establish a link to the corporate website, they must obtain prior written authorisation from DiR. Links to websites with information or content that are illegal or contrary to morality, public order or generally accepted social norms will not be authorised under any circumstances. Authorised links may only direct the user to the main page of the corporate website, and the so-called *deep* linking, i.e. links to any of the pages of the website without having accessed it through the *homepage*, is prohibited.

7. Social Media, Blogs & Forums

DiR informs that it has a profile on the following social networks: Facebook, Twitter, Instagram, Youtube, Google+, LinkedIn and Pristerest (hereinafter referred to as the Social Network). All of them have been created with the main purpose of advertising DiR's services and products and allowing users of the Social Network, who must be over 14 years old, to share opinions and make comments, share links, upload photographs, etc. so that they are visible on the Social Network.

The user will be able to join the groups or profiles that DiR has on the different social networks. The user who becomes a fan of any of these groups or profiles, thus showing interest in the information published on the social network, accepts the conditions of use and privacy policy of the corresponding social network.

Users also have the possibility to enter content on DiR's blogs and forums, in the form of comments. In any case, the publication of content will be subject to these General Terms and Conditions of Use of the Website and, in particular, to the provisions of this section.

The comments and content published on the Social Network or in any DiR blog or forum by users can be seen by all users and, consequently, courtesy and good taste are mandatory. The person identified, in each case, as the person who sent the content will be responsible for it.

Each user is responsible for his/her interactions with the Social Networks and DiR's blogs and forums and in no event shall the opinions given by users of these be the opinion of DiR.

DiR reserves the right to moderate and, if necessary, remove without prior notice, content that may be inappropriate or offensive.

DiR is not responsible for videos, photographs and other material that users share with us.

through the tools enabled for this purpose by the Social Networks or in the blogs or forums of DiR. Therefore, the user must be the legitimate author of the images and videos that he/she uploads to the Social Network and/or shares in the blogs or forums of DiR, and must have the authorization of the people who appear in said photographs or videos, if applicable. Likewise, the user providing the

content assigns to DiR, in any medium, the rights for its reproduction, use, distribution, public communication or any other type of activity on the same.

By becoming a fan of our Social Networks you are consenting to:

- To the processing of your personal data in the environment of the Social Network in accordance with its privacy policies.
- DiR's access to your public profile information.
- Send individual messages through the channels of the Social Network, when this is permitted.
- Receive updates on the status of the DiR Social Network page in the user's profile.

The user may at any time cease to be a fan and stop receiving the contents of the Social Network. You'll also be able to modify and restrict who you share your connections with through your privacy settings.

8. Governing Law

These general terms and conditions and the rest of the conditions established on the corporate website are subject to Spanish law.

In the event of a disagreement or controversy between the parties, they agree to submit, at their free choice, and waiving any other jurisdiction or jurisdiction to which they may be entitled, to the courts and tribunals of the city corresponding to the User's domicile.