

# Clubs DiR

## GENERAL CONDITIONS OF REGISTRATION, ACCESS AND USE

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### **1. CONDITIONS OF REGISTRATION FOR DiR clubs**

#### *1.1 General Conditions and Conditions of Registration.*

These terms and conditions apply to Customers who register for DiR Clubs, guests, occasional users and any other person who makes use of the DiR Clubs facilities (hereinafter referred to jointly as "User"). The User is aware of and accepts the content of these General Terms and Conditions, as well as the specific Registration Conditions and, where applicable, the Particular Conditions applicable to some Clubs and/or some modalities, and accepts that failure to comply with them, or with any other applicable internal or general regulations or indication made by the DiR Clubs Staff, may lead to, as a consequence, the cancellation and expulsion from DiR Clubs. A copy of these updated conditions is available to Users at the Reception of each Club, as well as on the website [www.dir.cat](http://www.dir.cat).

#### *1.2 Limitations on Registration.*

The User acknowledges and accepts that the Management of the DiR Clubs may establish and/or modify limitations on the registration of people in the DiR Clubs.

People over 85 years of age must submit a medical certificate issued by a registered doctor to the Club's reception, prior to discharge, certifying that the person is suitable for physical exercise in a fitness centre.

Persons with debt in DiR prescribed for procedural purposes will not be able to register again if the previous debt remains. If you pay the corresponding amount, you can re-enroll in DiR clubs.

#### *1.3 Customer Card/Wristband/Chip.*

When you sign up for a DiR Club, you will be given a Customer Card/Wristband/Chip that is personal and non-transferable. The transfer of the Customer Card/Wristband/Chip to another person means the cancellation of the DiR Club for a period of one (1) year. The issuance and loss of the Customer Card/Wristband/Chip entails 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 Card/Wristband/Chip, current 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, Medical Assistance (SAAM) and Health Insurance.*

The Client who joins DiR Clubs knows and accepts, without prejudice to the declarations and responsibilities regarding health and physical well-being that will be stated below: (i) Is in good health and is capable of active or passive exercises, and that such exercises are not detrimental to their health, safety, comfort, well-being or physical condition. (ii) If, in your case, such a recommendation is derived, you should consult your doctor to assess whether it is appropriate for you to practice physical exercise or recommend what type of activity you should practice. Knowing that in this case the recommendations are that, between the date of discharge and until consulting your doctor, you should only do low-intensity physical exercise and consult fitness technicians. (iii) That he/she accepts, when indicated by DiR, to 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. (iv) That it is recommended to carry out periodic medical check-ups to monitor physical and health condition. (v) In exceptional cases due to possible contagion of diseases, the protocols and measures foreseen and recommended by the competent Public Health authorities would be applied, such as taking body temperature before accessing the centers or those generic measures that, for prevention, the health authorities deem appropriate at all times.

DiR Clubs have an accident insurance policy with a reputable insurance company that covers the risk that may arise from certain activities that the subscriber practices in the club, as well as first assistance, subsequent medical treatment and recovery. Customers enrolled or who have requested a change of modality as of 20/05/16 will have the insurance if they take out this coverage as an additional service. Customers registered or who have requested a change of modality between 02/05/16 and 19/05/16 must pay the accident insurance premium, which will be charged additionally to their quota. Customers registered prior to 22/08/13 have the accident insurance premium included in the amount of payment of the Fee and those registered between 02/01/14 and 19/01/14 have it included in the amount of the Service Management, in both cases provided that they have not requested a change of modality as of 20/11/15. Customers who pay SAAM have the accident insurance premium included in this concept. All other Customers will have the insurance if they took out this coverage as an additional service.

#### *1.5 Payment of Registration, Fees, Customer Service (SAAM) Service Management*

The Client who registers with Clubs DiR knows and accepts that, with regard to the payment of registration and fees, he/she must comply with the provisions of these General Terms and Conditions, as well as the specific conditions of Registration. Depending on the date of registration or change of modality, the Service Management or SAAM will be paid together with the Fee. Registration as a Customer to the Club covers the contractual relationship for the period for which the receipt is paid and, if the Customer does not communicate otherwise, the receipt will be extended for an equal period, and so on. However, the Club may immediately cancel the subscription, upon compliance with its term or for 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, payment cannot be made at the club's reception. A bank card will be accepted as a means of payment for Customers identified with a passport and for Customers with Solidarity à la Carte modality for the payment of one-off services. Subscriptions contracted and previously paid by payment or advance payments, to enjoy an offer, promotion, special conditions or economic advantages, are contractually closed and without refund. However, in the event that the Client withdraws or renounces a certain subscription period that has previously been paid and the waiver accepted by DiR, the Client will lose the discount obtained and/or the free fees and gift services in the promotion for advanced payment 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 fee of the non-promotional modality. In the event of withdrawing or renouncing a subscription of the Special, Fit, Promo Line, Plus 12, Plus 13 or Five payment modalities, the amount of the fee corresponding to the months pending use will only be refunded by means of a voucher in cases with documented justification accepted by the Club's management. Any voucher cannot be cashed until eight (8) weeks after the issuance of the corresponding receipt and will expire one (1) year 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 he/she is attached and be up to date with payments for any reason, regardless of the effective use of the DiR Clubs by the Client and any change in the Client's personal situation.

#### *1.6 Discounts and promotions*

DiR Clubs offer discounts for groups, for companies and groups, for family members and for age (which

are evolutionary and can be different depending on the modality). In the event that more than one discount is applicable, the most favorable discount will be applied. In any case, discounts will not be applied retroactively. The beneficiaries of the discounts must provide the supporting documentation required by DiR.

Offers and promotions are intended for new Customers and cannot be accessed by Customers or ex-customers with less than six (6) months from the date of their effective withdrawal from the Clubs.

These discounts are not applicable to the Senior modalities, Com modalities, Security Forces, Private Security, Audiovisual Media, Civil Servants, Company Agreements, High+, Low, LC, Plus, Special, Fit, Promo Line, Flat Rates, 14-2 B, Club modalities, modalities Q-B, Solidarity a la Carte 3, Solidarity a la Carte 4, modalities One, quotas D, modalities Master, Unit, Pro, Line 5, DiR Expansión, Prestige Honor, DiR For, Promo, Back Home, Recolzament, temporary quotas and modalities 14-2, 14-3 and 14-4 (options B-C-D). Likewise, company and group discounts are not applicable to the Prestige, Excel, Expansión and DiR For modalities. Only the age discount can be applied to Line modalities, except for Line 5 modalities, which will not accept any type of discount. Customers who have contracted a Promo modality as of 05/01/17 will be subject to the age discount or the standard group discount, with the exception of the Promo Xmas, Promo Mercè and Promo May-18 Tots modalities, which will not accept any type of discount. The age or group discount may be applied to the Plus 2016 modalities. The Plus 2-10 modalities will also admit the standard group discount (only applicable to these modalities) and will be added to the age or group discount. Only the age discount and that of the group of shareholders and bondholders may be applied to the Solidarity to the Charter and Solidarity to Charter 2 modalities. The group of shareholders and bondholders can enjoy the discount in the DiR Clubs existing at the time of making their investment, with the exception of Up&Down DiR. The Pink Card discount is only applicable to the Plus 2016 modalities. The discounts are not cumulative, except for the shareholders' group and the bondholders' group, which is accumulated to the age or family discounts and the Senior and QB modalities; option A of modalities 14-2, 14-3, 14-4, and modalities 15-1, 15-2, 15-3, 15-4, 15-5 and 15-6 that will allow the accumulation of discounts, except for collective and group, which are not accumulated; and the Plus 2, 3 and 4 modalities that will allow the accumulation of the group discount with the rest of the discounts. Customers who have purchased discounts will keep them as long as they continue with the same time modality they had at the time of purchasing the discount (All Day, Full, Afternoon, Afternoon+W, Midday, Mediodía, Half Morning, Mañana, Pre Af, night, 3 days A, 3 days B, Af, Morning, MediaTarde+W, 3 días I, PreTarda+W, MediaMañana+W and First Class). Under no circumstances will the amount of the discount purchase be refunded. In the case of enjoying the promotional discount at registration, it will be applied during the period indicated in the promotion. In the case of enjoying the discount of the Best modalities, it will be applied during the first twelve (12) months provided that the Client maintains the same time modality and Club DiR of registration, except for Customers who on 21/01/13 already enjoyed this discount, which will be maintained as long as the Client maintains the same modality of time and Club DiR of registration. In the case of enjoying the discount for the All modalities, it will be applied until 31/12/13 as long as the Client maintains an All time modality. Some hourly modalities have mandatory payment methods.

#### *1.7 Corporate*

At the same time that registration as a Client of DiR Clubs entails acceptance of the General Conditions of Registration, Access and Use, Clients who register in

DiR Clubs through the particular agreements signed, individually, company-DiR (Corporate and collective+) are subject to the conditions derived from the contractual agreement signed by the parties.

Clients who benefit from this modality should consult the specific conditions of their company's agreement with DiR, as they also accept its compliance.

### 1.8 Non-payment

Any bank refund of a receipt will result in the payment of the receipt with a surcharge of 4% plus VAT of the amount of the receipt (5% in the case of receipts sent a second time). If, at the time of billing the receipt, the Client has not provided the direct debit details, it will be considered an unpaid receipt. Failure to pay a bill will mean not being able to access it directly and having to pay it. After (3) months without paying a bill, the Client will automatically cancel the DiR Clubs, except if during this period the Client has paid the subsequent bills. Customers who cancel due to non-payment will not be able to reapply to the Clubs until three (3) months have elapsed from the day on which the cancellation became effective. In the event of cancellation, if you have outstanding bills in any of the DiR Clubs or their franchises, and you wish to re-register, you must pay all outstanding bills. In these cases, payment can only be made through the DiR Clubs' Re-receipt.

## 2. CONDITIONS OF ACCESS TO DiR clubs

### 2.1 Access.

The Customer Card/Wristband/Chip, valid and valid, entitles you to use the facilities of the DiR Clubs that correspond within its modality. Access to DiR Clubs is not allowed without them. The Client will be able to access the DiR Clubs without the Client's Card/Wristband/Chip by paying the corresponding access and use fees. A maximum delay of five (5) minutes with respect to the time of your modality will be accepted. The corresponding entrance fee must be paid to access the corresponding DiR Club outside the hours of its modality, to use the facilities, as well as to enjoy the optional services. Customers with Q, Free Pass, M9 and K10 modalities will be able to access their DiR Club by paying the variable amount that corresponds to their rate according to the time of entry. The cut-off time for access to the corresponding DiR Club will be forty-five (45) minutes before the closing time of the corresponding DiR Club. Customers on passive, RT or RTT (Temporary Reduction) leave will be able to access the club once (1) a month within the hours of their modality. Some annual payment methods have limited access for one (1), two (2) or three (3) months, depending on the discount applied to the payment method.

All facilities will close thirty (30) minutes before the closing time of the corresponding DiR Club (except for the reception and specific services or facilities depending on each DiR Club). On December 24 and 31, DiR Clubs will be able to advance their closing hours, and on January 1 they will open with reduced hours. DiR Clubs will be closed on December 25; and Up&Down DiR some days in the summer period. Club DiR reserves the right to modify these schedules with advance notice. Check the opening times at your Club.

### 2.2 Out-of-mode access

The Client can access the corresponding DiR Club outside the hours of their modality by paying the corresponding amount. This amount may vary in DiR Diagonal during the summer period (from 16 June to 14 September). Customers with One, passive, temporary, RT or RTT (Temporary Reduction) modalities, or who are in the months of limited access of their payment modality, will be able to access the corresponding DiR Club by paying the corresponding ticket.

### 2.3 Client Access to other DiR Clubs.

The Customer can access any of the DiR Clubs, within or outside the hours of their modality, by paying the corresponding ticket amount (this amount may vary at DiR Diagonal during the summer period, from June 16 to September 14); by means of the Q, Free Pass, M9 or K10 cards by paying the corresponding variable amount according to the time of entry in the current fare; and through the Solidarity in the Charter

modalities by paying free admission. In the event of a time difference from one DiR Club to another, the schedule of the Club you want to access will prevail. The group of shareholders and bondholders enjoys special conditions of access to the other clubs. The Client may request free access within the hours of their time modality to other DiR Clubs if they meet the requirements of time modality and seniority as a DiR Client established in the DiR thank you points program or in the access systems by area. Customers with certain modalities may also pay a supplement to access clubs to which they do not have access. This procedure has a processing fee. Customers with Flat Rate, Best, Excel-B, Solidarity à la Carte, Civil Servants, Business Agreements, Private Security, Unit, Plus, Alta+, Pro, Plus 2016 (except Plus Tots), Promo Line, Line modalities (except the All Day + Line) or with Low or LC modalities with registration date or change request from 01/05/13, do not have free access to other clubs through the area access system. The Special and Fit modalities may or may not have access to other clubs depending on the promotion to which the Client subscribed.

DiR Campus, DiR Claris, DiR Claret and Up&Down DiR Clients can access any current DiR Club on Saturdays, Sundays and public holidays. BDiR Club Customers can access any current DiR Club on Saturdays, Sundays and holidays, except Diagonal DiR between June 21 and September 21.

### 2.4 One-time users and guests.

DiR Clubs can be accessed either by paying a one-off ticket. The cost of this ticket may vary at DiR Diagonal during the summer period (from June 15th to September 15th). To access with punctual entrance it is mandatory to present the ID card, passport or residence card with OCR codification. Occasional access is also allowed to people who are not Customers of any DiR Club who contract optional services as provided for in section 3.5 of these Conditions.

In the case of having invitations, which are valid for any Club, they may only be used by persons over twelve (12) years of age who are not Clients of any DiR Club or former clients with less than three (3) months of leave, and the date of validity 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 coding showing your residence in Catalonia. Guests who are not residents of Catalonia must be accompanied by a Client. Guests will only be able to access DiR Clubs by invitation two (2) times in twelve (12) months with more than ninety (90) days difference between the first and second use. Guests or one-off users who: i) have been unsubscribed due to non-payment of bills in the last twelve (12) months; ii) in accordance with section 2.6 of these Terms and Conditions have their right of access suspended; iii) in accordance with paragraph 5.2 they have been discharged by expulsion; iv) are in direct or indirect competition with the DiR Group. Invitations do not include the use of paddle courts. Access to DiR Clubs by invitation has time and use limitations depending on the Club and period of the year. Timetables of use can be consulted on the website [www.dir.cat/invitaciones](http://www.dir.cat/invitaciones).

In order to use the rotation lockers it is necessary to pay a deposit for the wristband/padlock which will be refunded upon return.

The provisions of these General Terms and 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.

### 2.5 Physical conditions of Customers, Guests and one-off users.

The Client and the Guest, respectively declare under their responsibility, that: (i) If they have a pacemaker, the use of a heart rate monitor is under their responsibility. (ii) If you suffer from a contagious or infectious disease, you will take all the necessary measures - including not accessing the DiR Clubs - to avoid infecting other users. (iii) You are in good physical condition and do not have any disease, alteration or reason -or you are not aware of it-, that may contraindicate the practice of physical exercise or sport.

### 2.6 Right of admission and grounds for expulsion.

The Management of the corresponding DiR Club may suspend, provisionally or permanently, or by expulsion, the right of access to the DiR Clubs, both to Guests/Occasional Users and to Customers, when any of the following circumstances occur: (i) When the maximum authorized capacity limit is reached; (ii) Persons who manifest violent attitudes, or who publicly incite hatred, violence or discrimination, who behave aggressively or provoke altercations and who, in general, disturb public order; (iii) Persons carrying weapons or objects likely to be used as such; (iv) Persons wearing clothing or symbols that incite violence, racism or xenophobia, in the terms provided for in the Penal Code; (v) Persons who may cause danger or inconvenience to other persons and, in particular, those who are consuming drugs or narcotic substances or show symptoms of having consumed, and those who show obvious signs of intoxication; (vi) Persons who bring animals in the center, with the exception of guide dogs; (vii) Persons who present external signs of suffering from an infectious or contagious disease; (viii) Persons who do not show the minimum conditions of hygiene; (ix) Persons who do not wear the appropriate sports clothing or footwear in accordance with the sports activity carried out; (x) Persons who cause damage to the image or reputation of the DiR Group, its Clients or staff; (xi) Persons who cause moral or material damage of great relevance to the DiR Group or its franchises; (xii) Persons who act against the DiR Group in bad faith or deceit, or make verbal offenses or physical aggression or act with attitudes contrary to the customs in force in society; (xiii) Persons who offend the sensitivities or violate the privacy and/or property rights of other Customers; (xiv) Persons who carry out unfair behavior or practice, practice any type of trade or business of products or services with other Customers or club staff, which is in direct or indirect competition with the DiR Group or its franchisees; (xv) Persons who have carried out any act or omission classified as a crime or misdemeanor in the Penal Code; (xvi) People who do not have a subscription to the DiR centre to which they intend to access, who have not obtained the corresponding ticket or have an invitation; (xvii) Persons who fail to comply or have previously failed to comply with the "General Conditions of Registration, Access and Use", the specific conditions of registration or any other internal or general regulations, as well as for not following the instructions of the Club staff.

Thus, the occurrence of any of the aforementioned circumstances may be grounds for expulsion, lead to the suspension of the right of access and the loss of the status of Client, and may also prevent registration or re-registration, during the period to be set or definitively, depending on the seriousness of the offence committed. at the discretion of the DiR Club Management.

The imposition of the sanction of expulsion does not release the offender from the obligations contracted when registering in the DiR Clubs and the subscriptions contracted and paid are contractually closed and without the right to refund, and does not exempt him from compensating for the damages caused to the DiR Clubs.

## 3. TERMS OF USE OF DiR clubs

### 3.1 Rules of Conduct.

The User acknowledges and accepts that: (i) He/she will observe the rules of conduct of the corresponding DiR Club and, specifically, of each space where there are specific rules, in order to respect and not hurt the sensitivity or privacy of the rest of the users and undertakes to maintain a civic and respectful behavior with the rest of the users and with the DiR Staff, and that their actions and/or omissions are not contrary to any applicable regulations, morality or public order. (ii) You have received complete information on all the varieties that, under the scope of physical exercise and health, can be carried out in the corresponding DiR Club, their purpose and the conditions of their use, undertaking to respect these, as well as the specific hours of use. (iii) It is not allowed to use mobile phones in the changing rooms of the DiR Clubs, as well as to record images or sounds in any way to the entire venue. Grupo DiR is not responsible

for the failure to comply with the above, and the full responsibility of the non-compliance with the above is the full responsibility of the consequences that may arise. (iv) That the corresponding DiR Club reserves the right to adopt the security measures it deems appropriate at all times, to verify the conditions of access and use of users. (v) Undertakes to use the corresponding Club DiR facilities, taking into account the rules established for their use, refraining from reckless or negligent acts that may cause damage or injury, both to the Client and to the rest of the users, staff, facilities or materials of the corresponding Club DiR. It is fully responsible for the consequences that may arise from non-compliance with these obligations. (vi) You agree to pay the full amount corresponding to the cost of replacing or repairing the damage or imperfections caused to the facilities or materials of the DiR Club that corresponds when there is negligence in use. (vii) Returning towels in poor condition or not returning them will result in a restriction of passage until the unit cost of the towel is paid. (viii) It is recommended not to bring valuables in the Club and, in this case, to deposit them in the safe deposit boxes, and the objects that have been found will be kept in the Club for a maximum period of fifteen (15) days. The Client must behave respectfully, at all times, towards DiR Clubs and their staff. In the event that the Client has any complaint regarding the members of the staff, he/she must express personally, in person, in writing or electronically, by contacting the Management of the corresponding DiR Club and/or DiR Customer Service. The communication of complaints from the Clients, by any other means than that established, will have the consequences provided for in point 5.2 of these Conditions.

### 3.2 Cabinets for permanent use.

In the event that the Client has paid a deposit for the locker key, it will be refunded on the day of the completion of this service and the return of the key at the Reception, provided that the latter is done no later than three (3) days after the end of the service. The Client knows and accepts that his/her closet may be opened by Club DiR staff in order to provide the laundry service, in the event that this service is provided and hired by the Client; also for the purposes of maintenance, remodeling, sanitation and cleaning of the same, after notifying the Client. Likewise, it accepts 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 standard, the padlock will be replaced, assuming the corresponding cost by the Customer. The Client who, for any reason, cancels the locker must empty the locker within three (3) days of the effective date of the cancellation. After this period, DiR will be able to empty the wardrobe and will keep the non-perishable items for a maximum of three (3) months from the date of cancellation.

### 3.3 Safe Deposit Box Service.

The Client is aware of the Safe Deposit Boxes offered by the DiR Clubs to deposit valuables or others that the Client considers should be safeguarded and accepts that, in the event of not using this service, the DiR Clubs and their staff are not responsible in the event of theft, theft or disappearance, or damaged, lost, forgotten, or stolen things that have not been deposited in the Safe Deposit Boxes. The use by Customers of the rotating or permanent use cabinets, to store personal valuables, does not constitute, in any case, a deposit contract with the Club and, therefore, DiR Clubs are not responsible for the loss, damage or theft of these personal objects, given their ignorance of the specific content of the same.

### 3.4 Free Services.

In general, and the services listed below may vary according to the structural characteristics of the corresponding DiR Club and/or the contracted modality, the Client has free gel/shampoo and conditioner, rotation closet, safe deposit box service, press service, Wi-Fi, SAF (Fitness Advisory Service), personalized training program, Demofit, use of the fitness rooms, guided sessions, billiards, paddle tennis, table tennis, thermal leisure spaces and solarium (both subject to the structural

characteristics of the DiR Club). Access to the sauna and steam bath from 18 years old.

The Conditions of Use of the Parking Service will only apply to those DiR Clubs that have an agreement with the company that provides the parking service. Customers registered before 01/08/06 and who have not changed from 05/10/13 to modalities that do not allow the free service will have one (1) hour of parking per day for cars with twelve (12) accesses per month, of which five (5) may be in other DiR Clubs that are not the Client's registration club. At DiR Campus and DiR Sant Cugat, the parking hour per day for cars is not limited in terms of access or the date of registration in the Club.

Users of rotation lockers can only use them when they are inside the Club and must leave them empty, free and open, and those of towel/s must return it, in both cases immediately after use and, in no case, take the key outside the Club if the locker is not locked. Customers with Low or LC modalities with a registration date or request to change modality from 01/01/12 do not have a towel, DiR magazine, or parking hour for cars free of charge.

Depending on the type contracted, date of registration and/or DiR Club of registration, all or part of these services are not free, and some of them can be used upon payment of the corresponding supplement.

### 3.5 Optional Services

In general, the services listed below and their cost may vary according to the corresponding DiR Club, the following services are offered as optional services, except in the case of being included in the contracted modality, which imply payment of their price: towel, fitness towel, Personal Trainer Service, Physiotherapy Service, lockers for permanent use, towel rental, paddle tennis, paddle solarium, box cross (prior purchase of initiation sessions), UVA machines, laundry, sports equipment rental, special sessions of guided activities, courses of specific activities, Saibò cafeteria, vending machines, parking, swimming pool, DiR Tuset water area (from 16 years old), thermal leisure spaces and solarium (both subject to the structural characteristics of the DiR Club). Under no circumstances will payments be made for the value of unused sessions or services. The expiry 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 their DiR Club of any change in the data provided in the membership application. Any request for an administrative change must be communicated at least fifteen (15) days before the expiration of your current subscription.

In the case of payment methods limited by promotions or age, in the event that there is no prior notification, 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. Customers with Special, Fit, Promo Line, Plus 12 or Plus 13 modalities, or Five or Special 14-2 payments and Customers with a monthly subscription with advance payment of the last bill will not be able to make any changes to the characteristics of their subscription (by way of a non-exhaustive example: temporary cancellation, passive cancellation...) during the paid period, except for changes of modality that will be allowed. Clients who assign and/or transfer the rights and obligations of the Prestige, Excel, DiR Expansió, DiR For, or Five installments must pay 2% of the amount of the initial payment of the Prestige, Excel, DiR Expansió, DiR For or Five as management fees. In the alternative, the Assignee shall be responsible for the payment of these expenses.

The prices of the procedures for administrative procedures will be informed and made available to Customers on signs at the clubs' receptions and on the website.

### 4.2 Change of modality.

The user may not change mode until three (3) months have elapsed since the date of joining the Club, and may not change mode until three (3)

months have elapsed since having made a change of mode.

Changes of membership may be made during the first fifteen (15) days of the calendar month, taking into account the limitations (time, age or group). The promotional modalities in force for new registrations are not applicable to changes of modality.

Translated with DeepL.com (free version)The change of modality implies losing the rights and conditions of the previous modality with effect from the date on which the change becomes effective. When the change is made to a lower price modality, the amount of the price difference between one modality and another will be deducted from the next receipt to be paid. In the opposite case, i.e. in the change to a higher price modality, the calculation of the entire period will be made until the expiration of the receipt or until the end of the promotional months or the advance payment, comparing this price with that of the installment(s) of the higher modality, the Client must pay the differential amount. During the last month paid by the Client, the Client may request that the deferred change of modality be effective the month following the request for the change. This change may be requested during the first fifteen days of the calendar month, or during the rest of the month if the effective date is in the following calendar month. The change of modality has a processing cost. The extension of a Prestige, Excel or DiR Expansion modality has an extension procedure fee. The prices of the procedures can be consulted in the list of fees for procedures, displayed and available to customers at the reception of the Clubs and also on the website.

### 4.3 Change of DiR Club.

The Client may change Club DiR. The change of DiR Club shall require three (3) months to have elapsed since the date of Club registration or since the last DiR Club change in order to be effective.. The change of Club DiR must be communicated at least fifteen (15) days before the expiration date of the Client's current subscription and will be effective the day after this expiration date. The change of Club DiR has a processing fee.

### 4.4 Price Changes.

Fees will be reviewed periodically at least once (1) a year for all DiR Clubs and modalities. For all new registrations as of 09/01/23, the increase will be applied to Customers registered between September 1 and February 28, on March 1 of each year, and to Customers registered between March 1 and August 31, on September 1 of each year. For Customers who have registered before 01/09/23, the increase will be applied on September 1 of each year. Price revisions may also be made for the different concepts, services and supplements with a different periodicity and at a different time than that of the installments. The prices of the contributions of the beneficiaries of agreements with companies or groups may vary depending on the number of beneficiaries attached to each agreement and the provisions of the agreement. DiR Clubs may, at any time, create new quotas per type for new Customers, or new modalities according to the degree of occupancy or other needs, without affecting the rest of the Customers. The same modality may have different price conditions and services for registrations from a date that is considered. Price revisions may be made due to improvements to the facilities, an increase that will not exceed 5% of the amount of the monthly fee. In this case, the Client will be notified at least one month in advance, and the Client may unsubscribe without additional penalty.

The base fee for the subscription of the Prestige, Excel, DiR Expansió and DiR For modalities will be increased each calendar year by a maximum of two (2) points above the National General Index of the Consumer Price Index System (CPI), unless they have been acquired by the initial buyer prior to 05/31/97, which have a maximum annual increase of 9%. Likewise for those acquired between 01/09/97 and 03/12/04, which have a maximum annual increase of 5%. The Management of the DiR Clubs will determine in which monthly payment this increase is applied, regardless of the contractual period that has elapsed until the first update or since the last update. However, in addition, and due to

unforeseen and exceptional economic reasons that motivate the price increase, the DiR Clubs reserve the right to increase the Prestige, Excel or DiR Expansion base fee once a year by a maximum amount of five (5) euros.

#### *4.5 Changes and Termination of Terms and Services.*

The Management of the DiR Clubs reserves the right to: (i) Modify, eliminate or extend any of the services offered by the DiR Clubs, 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 reported through the Reception and the information desks of the DiR Clubs, and can also be reported by calling Customer Service. (ii) Temporarily close or disable part or all of the services (both free and optional) and the facilities for works, modifications, specific acts or causes beyond the control of the DiR Clubs. These changes will not entail any variation of the commitments of any kind of the Clients, Guests and specific users established in these General Conditions, as well as in the specific Conditions of Registration, provided that the changes introduced guarantee Clients and Guests to enjoy the practice of sport under 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 Withdrawal.

All the conditions applicable to the Clients of the centres will be extinguished in the event of termination, for any reason, of the lease of the premises where the facilities of the centre where they are registered are located. In this case, the Client may, in this case, join another DiR Club, maintaining the contracted modality, or opt for the termination of the contract.

### **5. CONDITIONS APPLICABLE TO THE DEREGISTRATION**

#### *5.1 Opt-out.*

They must be communicated in person or using the same procedure with which the registration was managed, and the notification of cancellation, both of monthly payments, advance payments, and promotional offers, must be effective until the fifteenth (15th) day of the month prior to the expiration of your current subscription. As for customers with a date of registration and/or change of club prior to June 1, 2023 and with receipts with a different expiration date than days one (1) and three (3), the notification of the cancellation, both of monthly payments, advance payments, and promotional offers, must be effective more than fifteen (15) days before the expiration of their current subscription. If requested outside the deadlines indicated, the cancellation will be applied on the corresponding date according to the date of application.

The definitive cancellation disassociates the Client from the corresponding DiR Club as of the expiration of the receipt. Clients who voluntarily leave DiR Clubs will not be able to reapply for registration with the Clubs until three (3) months have elapsed from the day the cancellation became effective. Customers who are holders of Prestige, Excel, DiR Expansion or DiR For, in the event of definitive cancellation, will lose the right to claim the amount of the initial subscription.

RTT (Temporary Reduction), summer leave, passive, temporary, medical or standby involve the payment of a reduced monthly fee. The Client may request summer leave, temporary, medical, passive or standby leave (minimum of one (1) month) taking into account the specific requirements (medical certificate, in the case of requesting medical leave or temporary leave for medical reasons, or proof of employment, in the case of requesting temporary leave for work reasons). The One, Com, Pro, temporary quotas, Solidarity à la Carte, Special, Fit, Promo Line, Plus 12 and Plus 13 modalities, Five payments and some annual payment methods only admit medical leave. The Promo modalities admit medical leave and summer leave, except for the Promo Maig, Promo Setembre, Promo Novembre, Promo Black Friday, Promo Ara, Promo A Mida, Promo Xmas, Promo Summer or modalities of agreement of companies and groups, which only admit medical

leave. Recolament modalities, registration promotions with additional discounts, prepayment registration promotions and special prepayment promotions for Customers do not accept any type of cancellation. The request for temporary medical, passive or summer leave has a processing cost. For more information on each type of cancellation and the processing cost, please contact the corresponding DiR Club Reception. You can check the price of the management procedures in the list of fees for procedures, displayed and available to Customers at the reception of the Clubs and also on the website. Under no circumstances will cancellations be applied retroactively.

#### *5.2 Other Causes.*

The cessation of the activity of the registration centre for exceptional reasons will not entail any variation in the commitments of any kind acquired by the Client with the contracting of the corresponding Prestige, Excel, DiR Expansió or DiR For time modality, and the Client may use other clubs of the DiR group appropriate to the contracted modality and that are determined by DiR group. If for any other reason determined by the management of the centre, if the Prestige, Excel, DiR Expansió or DiR For subscription modality has to be cancelled, the amount resulting from subtracting the total paid by the Client in the initial subscription and installments of the Prestige, Exel, DiR Expansió or DiR For modality will be refunded (in the event of a positive balance in favor of the Client). the amount that would have been paid with a similar modality, from among those in force at the time of calculation.

### **6. RIGHT OF WITHDRAWAL APPLICABLE TO ON-LINE OR DISTANCE CONTRACTING**

After the contract formalized on-line or remotely, if after the consumer or user has received confirmation that he or she is a DiR customer, by sending an acknowledgement of receipt by email to the address indicated by the consumer or user, the Client wishes to withdraw from the contract, You have the right to do so, without the need for justification, within a period of up to fourteen (14) calendar days from the day following receipt of the aforementioned confirmation. DiR will pay the customer the total amount paid by the client when registering with the DiR Club, within a maximum period of 14 calendar days from the date on which they have become aware of the withdrawal. Once the fourteen (14) calendar day period has expired, DiR will not accept cancellations due to withdrawal of services. If the DiR Client wishes to withdraw from the contract for the provision of services that has already begun to be provided during the withdrawal period, i.e. if the Client accesses the facilities of any Club DiR by making use of his/her status as a DiR client or benefiting from any other service related to such condition, during said period, The Client must pay Grupo DiR the proportional part of the service actually provided, to be deducted from the service fee paid. Upon receipt of the request for the right of withdrawal, DiR will pay the amount of the fee equivalent to the service not provided, within a maximum period of 14 days, using the same means of payment (unless otherwise agreed with the buyer). DiR will not refund to the customer any amount paid as a membership fee to the DiR Club or as the cost of issuing the card or wristband. A customer who wishes to exercise his right to withdraw from the contract in accordance with the above must notify him by means of an unequivocal statement. You can do so by sending a written email to this effect under the title "Withdrawal from the contract for on-line registration as a DiR customer" to the DiR Group's Customer Service by email to info@dir.cat or by ordinary mail to the following address: c/Indústria, 90-92, mezzanine 6ª, 08025 Barcelona, indicating the identification details of the contract and the contracting parties. You can also use the model withdrawal form that you will find on the website www.dir.cat.

### **7. LIMITATION OF LIABILITY**

Without prejudice to the other provisions contained in these General Conditions, as well as in the specific conditions of Registration, the Clients, Guests and/or occasional users know, accept and assume that neither the DiR Clubs, nor the companies of the DiR

Group, nor their Staff will be responsible for: (i) any loss, damage or theft of personal belongings of any kind belonging to the Clients, Guests and/or punctual users, with the exception of those who are duly deposited in the safe deposit boxes that are available to the Client, Guest and/or punctual users, (ii) any damage or imperfection caused by the Clients, Guests and/or punctual users in the facilities of the corresponding DiR Club or its equipment or materials, (iii) any personal injury or injury suffered by Clients, Guests and/or occasional users to DiR Clubs and/or DiR Club Staff when they do not derive from an act or omission enforceable by DiR Clubs.

1st March 2024 Edition