

TERMS AND CONDITIONS OF USE

These terms and conditions of use regulate the use of the DIR application (hereinafter, the "App"), which can be installed on Smartphone, tablet, connected TV devices as well as any other device compatible with the App ("Device/s"). Please read the following information carefully before downloading and/or running the App.

The use of this App is subject to these terms and conditions that you tacitly accepted when using it, otherwise do not use the App.

CONDITIONS AND LICENSE OF USE:

- Owner

GESTORA CLUBS DIR, SL, with Corporate Tax ID no. B-62849146 and registered address at Calle de la Industria, 90-92, entlo. 6th, 08025 Barcelona; Contact email: info@dir.cat. Registered in the Barcelona Trade and Companies Registry, book 34.506, folio 184, sheet B-248.890, 1st registration (hereinafter, "DIR"), is the owner or legitimate licensee of the intellectual and industrial property rights over the App, including trademarks, disposition of the contents, computer programs and *sui generis* rights on the underlying databases (including source and object codes), graphic design and user interface (look & feel), as well as the different elements that make up the App (the content"). Access to the Contents does not give the User any rights over the intellectual and industrial property rights over them.

- Downloading the App

The App may be downloaded from the digital distribution platforms: App Store and Google Play Store. Having found the App on the applicable digital distribution platform and selecting it for download, it will be installed on the user's device. Once installed, you will see the icon of the DIR App through which you can run the application to access its features. The User must accept the present conditions of the App to access the features that DIR makes available through the App.

The App is downloaded under the following conditions:

- These conditions are settled solely between you and DIR, and not with the device manufacturer or the distributor of the App.
- The license granted under these Conditions is limited to a non-transferable license, to use the App on a Device owned or controlled by the User.
- DIR, and not the manufacturer or distributor of the App, is solely responsible for attending and managing the claims submitted by the User, related to the App.

- Services and Features

This App, once downloaded by the User, will allow access and use DIR has the features currently available include:

- Consultation of calendar of directed activities, allowing filtering by club, time, room, technician who teaches the activity and available places, if applicable.
- Reservation of a place in activities that allow it, and the possibility of registering on the waiting list in case any place is released.
- Hiring of personal training, physiotherapy, nutrition and paddle services.
- Check the availability of the agenda of the professional who will provide the contracted services and manage the reservation of sessions with him.
- Service of notices and confirmation of reservations, management of cancellations, cancellations as well as lack of assistance and/or penalty for non-assisted reservations.
- Communication tool between the professional and the client (chat).
- Consultation of personalized training programs prepared by the contracted professional as well as questionnaires and assessment test.

Could be User any natural person who is over 18 years of age and who has the legal capacity to contract and be bound under these Terms of use and privacy.

The User is aware that access and use of the App will be under his sole and exclusive responsibility. The use of the App is protected by passwords that the User can choose, so he/she undertakes to

keep it secret and protect it from unauthorized use by third parties. If he/she discloses to third parties, the User will respond to the use made by these third parties. Likewise, you must immediately notify DIR of any non-consensual use of your account or any breach of security related to the App, of which you had knowledge.

The download of the App and the services offered with it are free, but the cost or expense for accessing or connecting to communication networks or data to access and/or dispose of the services and contents of the App will be borne by the User.

The User must establish the appropriate security measures to prevent the loss of files or information, deconfiguration or any other unwanted action on his mobile device at the time of downloading, installing or executing the App.

- License of use

By downloading, installing the App and acceptance of these Conditions, the User is granted a license for free use of the App software, in a personal and non-transferable, limited and non-exclusive way, with the right to total or partial reproduction of the software only through a mobile device by downloading, installing and executing it.

The download will be free, however DIR reserves the right to introduce any consideration in the future, which will be well communicated to the User in advance.

You can only use the App for personal use, without commercial purposes and according to the conditions set forth above. In case of using the App for purposes other than those described, this license for use and intellectual and industrial property rights will be violated. It is expressly prohibited the manipulation, total or partial, of the software of the App by the User or third parties. The services and contents of the App are offered in Spanish, and where appropriate, in other possible languages in which the App can be configured.

No guarantee is given for the operation of the App on all mobile devices, the user must first check that your device is compatible with the App according to the indications and characteristics of the device manufacturer and the operating system of the device.

- Rights and obligations of the User

The User can download and install the App for free and access the contents and services available through the App, without prejudice to the technical conditions, particular conditions, the need for prior registration and costs for the access to communication networks to interconnect the mobile device and access the contents of the App.

The User must verify that his device supports the App and the suitability of its content for his needs, assuming the damages, which could result in the device for using the App, including installation, because it is not updated and/or not compatible with the App. To avoid problems in operation and risks for the mobile device you should always use the latest version of the App, installing and running all updates.

The User is responsible in the following cases:

- When not using the App in accordance with these Conditions, in particular, fails to fulfil the obligations to protect the device and/or, where applicable, of the access codes to the App.
- When the Device and/or, where appropriate, the access codes to the App, were improperly used by a third party, and the User has not notified of such unauthorized use without undue delay as soon as he becomes aware of it or suspects that it has occurred to DIR.

The user can terminate the license agreement of the App, at any time and freely, by uninstalling the App from the device, without any other requirement.

- Rights DIR

DIR reserves the right to:

- Modify these Conditions of use and the License of use of the App, unilaterally and without prior notice to users.
- Limit, exclude, deny or conditionate the download, installation and execution of the App when not all guarantees of use are given, in accordance with this License of Use by the users of the App, at the discretion of DIR.
- Modify and/or update the App with new versions, including upgrades or adding new information and/or services in the App.
- Delete or block information and content sent or posted by the user through the App.
- Finish the use or operation of the App, without compensation, when it is unlawful or contrary to the conditions and terms of this License Agreement.
- Start any legal or judicial action where appropriate to protect the rights of DIR well as third parties who provide services or content through the App.
- Demand compensation that could be derived from the improper or illegal use of the App and the services and contents provided.

- Intellectual and industrial property

The user knows that the software, content and services offered with the App - including texts, graphics, images, animations, musical creations, videos, sounds, drawings, photographs, all comments, exhibitions, computer applications, databases and code thereof, without this enumeration being limiting - they are protected by intellectual property laws. Regarding the contents included in the App, copyright and economic exploitation rights are the property of DIR and third parties with agreements with DIR in accordance with current intellectual property laws.

The download, installation and execution of the App and the provision of services and publication of its contents will not imply in any case the transfer, resignation or transmission, in whole or in part, of the ownership of the corresponding intellectual and industrial property rights.

The App and its protected content, in whole or in part, cannot be distributed, transmitted, copied, publicly communicated or transformed, in whole or in part, by any manual, electronic or mechanical system or method, through any support currently known or to be invented in the future, without prior authorization from DIR or third-party owners of intellectual property rights. The use, under any modality, of the App, other than the one regulated in these Terms of Use License, is subject to the need to request prior written authorization from DIR.

The User, by publishing content (such as "videos", "photographs" or "comments") in the sections enabled for it in the App, is granting DIR a license on intellectual property rights and/or industrial that could correspond to him on such contents. The aforementioned license is not exclusive and covers all the rights and modalities of exploitation of such contents (including, but not limited to, reproduction, distribution, public communication and transformation by any means and in any support or form, tangible or intangible, expressly including the Internet), for all over the world and throughout their legal existence, without receiving any remuneration. Furthermore, the User guarantees in relation to the aforementioned contents, that he is not infringing any third-party right or infringing any legal or regulatory provision, assuming the User fully and exclusively any liability that may arise from the supply of such content.

- Duration and termination

The License to use the App has an indefinite duration. However, both DIR and the User can terminate the contract at any time, thereby cancelling the license to use the software. DIR will notify in due time the User through the App. The User can solve it by uninstalling the App, without any other requirements.

- Applicable legislation and jurisdiction

These general conditions and the rest of the conditions established on the Website/App are subject to Spanish legal order.

In case of disagreement or controversy between the parties, they agree to submit to the courts and tribunals of the corresponding city to the address of the App User.