

GENERAL TERMS AND CONDITIONS

TRAINMORE

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GENERAL TERMS AND CONDITIONS TRAINMORE

We are TrainMore, part of the Urban Gym Group B.V. (**TrainMore**). TrainMore offers a membership for the use of fitness facilities at the clubs of TrainMore (the **Membership**). For more information about TrainMore and the different Memberships, visit the website: <https://trainmore.nl/> (**Website**).

CHAPTER 1 IN GENERAL

- 1.1 These general terms and conditions (**Terms**) apply to the legal relationship between TrainMore and every natural person who concludes a Membership (**Member**).
- 1.2 TrainMore offers Members among others fitness facility's, group lessons and personal training (the **Services**).
- 1.3 These Terms also apply to every person who uses the Services of TrainMore, regardless of whether a Membership or any other agreement has been concluded with TrainMore. Thus, these Terms apply, inter alia, to the by TrainMore offered trial lessons and/or day passes. The Terms will be made available to a Member when registering for the trial lesson and/or day pass.
- 1.4 TrainMore offers Services under the condition that a Member, and any other user of the Services, accepts these Terms.

CHAPTER 2 MEMBERSHIP

- 2.1 TrainMore offers different kinds of Memberships. An up-to-date overview of the various Memberships and additional Services which can be concluded at a Membership are available on the Website.
- 2.2 The Membership starts on the day of registration. The minimum duration of the Membership amounts to four (4) weeks. TrainMore provides the Member of an overview of the Membership upon completion of registration (**Registration confirmation**).
- 2.3 The Membership will, after the end of the agreed term, as stated in the Registration confirmation automatically be converted into a Membership for an indefinite period of time (the **Flex-Membership**) that with one month's notice may be terminated at any time in the manner described in article 4 of these Terms. More information about the Flex-Membership and the associated fees can be found on the Website.
- 2.4 It is possible to upgrade the Membership during the term to a renewed Membership. The renewed and updated Membership starts at the day of conclusion (on the date included in the updated Registration confirmation). It is not possible to scale back to a cheaper Membership during the term of the Membership.
- 2.5 The Membership is personal and non-transferable. The same applies to utilizing the entrance tag for club access. The Membership can only be used by the Member that entered into the Membership. The Membership can in consultation with TrainMore be frozen on medical grounds (suspension). TrainMore reserves the right to request additional evidence from a Member when requesting a freezing. The freezing period can only commence after the member has submitted the requested evidence and it has been reviewed and approved by TrainMore. The period that the Membership is frozen will be added to the originally agreed term. A freeze can last a minimum of one to a maximum of six months.

2.6 In case of a Student-Membership the student provides TrainMore with a valid Certificate of Enrolment (BvI) from the educational institution where the student is enrolled. This Certificate of Enrolment should be re-shared each year upon renewal of the Membership with TrainMore. Without a new Certificate of Enrolment the Membership will be automatically converted to an Flex-Membership. More information about the Student-Membership can be found on the Website.

CHAPTER 3 RIGHT OF WITHDRAWAL

3.1 After conclusion of a Membership the Member has the right to cancel the Membership free of charge up to fourteen (14) days after registration.

3.2 When exercising the right of withdrawal, the Member owes an amount based on the basic rate for the agreed Membership, proportional to the Services the Member used during his/her period as a Member. Any Promotions no longer apply to the Membership upon use of the right of withdrawal.

3.3 A Member can only cancel the Membership or any cancellable Services online. For instance at: <https://trainmore.nl/opzeggen>.

CHAPTER 4 CANCELLATION OF THE MEMBERSHIP

4.1 Cancellation of the Membership is possible by the end of the agreed term, subject to one month's notice. At the end of the agreed term of the Membership, the Membership is automatically converted into an indefinite Flex-Membership and it is possible to terminate the Flex-Membership at any time, subject to one month's notice.

4.2 A Member can only cancel the Membership or any cancellable Services online. For instance at: <https://trainmore.nl/opzeggen>.

4.3 Interim cancellation of a Membership or part of the Services is only possible by payment of the total amount of the remaining Membership Fees and/or fees for the Services for the remainder of the agreed term from the time of interim cancellation (**Residual amount**). When calculating the Residual amount, applicable Promotions are excluded.

4.4 Vending machine credits are non-refundable.

4.5 TrainMore reserves the right to terminate a Membership without giving reasons and without refund of Membership Fees in the cases below:

- a)** Without prior warning, if a Member seriously and/or repeatedly violates the regulations set by TrainMore and/or TrainMore House Rules and/or there is any other reason that maintaining the Membership can no longer reasonably be expected from TrainMore;
- b)** After prior written warning, if payments arising from the Membership are not made thirty (30) days after the payment due date, the payment obligation does not expire; or
- c)** After prior written warning, if a Member fails to comply with these Terms.

CHAPTER 5 MEMBERSHIP FEES AND PROMOTIONS

5.1 The Membership is entered at the rates set out in the Registration confirmation (the **Membership Fees**). The current Membership Fees are also available on the Website.

5.2 TrainMore reserves the right to change the Membership Fees and/or the payment frequencies of the memberships. Any increases in the Membership Fees or change in payment frequencies will be announced thirty (30) days prior to the increase or change, via an e-mail to the e-mail address provided by the Member. If there is

an increase in the Membership Fees or change in payment frequencies the Member has the right to terminate the Membership free of charge within four (4) weeks of the announcement.

5.3 TrainMore reserves the right to index the Membership Fees annually using the Consumer Price Index (CPI) from Statistics Netherlands (CBS). The termination option in the event of an increase in the Membership Fees from article 5.2 does not apply in the event of an indexation of the Membership Fees by TrainMore on the basis of the Consumer Price Index.

5.4 Promotions offered by TrainMore, such as 'free months' or additional discounts, are made available in conjunction with a paid Membership (**Promotions**). Promotions only commence upon completion of the Membership registration as stated in the Registration confirmation, or during the term of the Membership in the manner communicated to the Member in writing by TrainMore. On early termination of the Membership, Promotions enjoyed, such as 'free months', will still be charged.

5.5 A Promotion must be accepted before any advertised expiry date. Except where prohibited by law, TrainMore reserves the right to amend, suspend or terminate any Promotion at any time and for any reason, TrainMore will not honour subsequent entries into the Promotions. In the case of any Promotions, the associated promotional period will continue for the period advertised by TrainMore.

5.6 The Membership Fees can be reduced by a discount offered by TrainMore per visit (**Euro discount**). This Euro discount can never exceed the agreed Membership Fees. The maximum discount you can accumulate each day is €1. Additional visits on the same day will not provide extra discounts. To be eligible for the €1 discount, a member must use the training facilities for a minimum of 30 minutes between check-in and leaving the club. Exclusive use of group lessons (classes) does not qualify for the Euro discount. The Euro discount offered by TrainMore can be found in the Registration confirmation and on the TrainMore Website, whereby the Euro discount in the Registration confirmation is leading. The discount will be deducted from the Membership Fees in the next period. This Euro discount does not apply when a Member uses a Promotion. With the final SEPA direct debit, any potential visitor discount will be applied for the last time. Any visitor discount (**Euro Discount**) accumulated during the last period of the membership will expire.

5.7 In case of a Student-Membership, a Flex-Membership, company fitness and other Memberships to be designated by Trainmore, the discounts referred to in this Article 5 cannot be used unless otherwise agreed in writing. The Registration confirmation states when the Memberships referred to in this paragraph apply.

CHAPTER 6 REGISTRATIONS

6.1 In order to provide optimal and secure Services, all Member visits are registered. A maximum of one registration per day is used to calculate the Euro discount. TrainMore's registrations are binding for the Euro discount referred to in Article 5.

6.2 A Member can request their own visit frequency at the club's front desk and in the TrainMore app.

CHAPTER 7 LIABILITY

7.1 Member uses TrainMore's Services at their own responsibility and risk.

7.2 Member remains personally responsible for their own behaviour within TrainMore's clubs. TrainMore is not liable for the conduct of a Member and any resulting damages.

7.3 TrainMore is not liable for any personal injury, accident or death of a Member during their stay in and around TrainMore, regardless of whether the provided facilities are used, except in the event of wilful intent or deliberate recklessness by TrainMore.

7.4 Member indemnifies TrainMore against any liability to third parties for damages suffered by the third party in question during his or her attendance at the TrainMore club as a result of acts or omissions by a Member.

7.5 TrainMore is not liable for damage to or loss of property, as well as thefts of property in TrainMore's clubs.

7.6 If TrainMore can in any event in any way be held liable for Member's damages, TrainMore's liability is limited to the amount paid out by the insurer of TrainMore's in that specific case.

7.7 Nothing in these Terms shall exclude or limit TrainMore's liability where it cannot be excluded or limited under applicable law, such as in the event of wilful intent or gross negligence by TrainMore.

CHAPTER 8 INSTRUCTIONS

8.1 Member must comply with the instructions given by TrainMore employees, established regulations and the TrainMore House Rules. The TrainMore House Rules are available in each club and on the Website.

CHAPTER 9 PAYMENT

9.1 Payment of Membership Fees and additional services is made periodically via SEPA direct debit. The SEPA direct debit authorisation is deemed to have been issued by a Member during registration.

9.2 Administration and/or registration fees can be paid at the clubs or online.

9.3 In the event that a specific payment period due cannot be debited by direct debit and arrears arise in the payment of the agreed Membership Fees, the statutory interest and statutory collection costs will be charged. In that case, TrainMore also has the right to suspend its services.

CHAPTER 10 CONFORMING CONDITIONS

10.1 By entering into the Membership, the Member declares that it accepts these Terms. In addition, by entering into the Membership, the Member declares that it has read the House Rules and other regulations established by TrainMore.

10.2 In the event of non-compliance with these Terms or the House Rules and other regulations established by TrainMore, TrainMore is entitled to deny the Member access to the clubs and terminate the Membership with immediate effect, without any right to a refund of any made payments. Payment for all outstanding amounts up until the end of the membership is still required.

CHAPTER 11 OTHER PROVISIONS

11.1 Changes to these Terms by TrainMore will be communicated to the Member via e-mail two months before they take effect. The Member has the option to cancel its Membership free of charge in the event of substantial changes to these Terms, subject to a notice period of at least one month by the date on which the new Terms come into force.

11.2 Member can submit any complaints regarding the General terms and Conditions via the contact form on the Website.

11.3 If any provision of these Terms is held to be unlawful, void, voidable or otherwise unenforceable, this shall not affect the validity and enforceability of the remaining provisions of these Terms. The unlawful, void, voidable or otherwise unenforceable part shall be (deemed to be) replaced by a valid and enforceable provision that comes as close as possible to the purpose and scope of the replaced provision.

11.4 Should TrainMore be unable to offer its Services (in part) to Member due to force majeure situation, including (government) restrictions, payments already made by Member will not be refunded. During this period, TrainMore is entitled to continue to collect Membership Fees from Member. TrainMore endeavours to offer

suitable alternative Services to Member in the event of a [governmental] restriction or force majeure situation at TrainMore. In the event that TrainMore fails to provide suitable alternative Services in this situation, Member has the right to suspend its obligations under the Membership during this period or to cancel the Membership.

CHAPTER 12 PRIVACY

12.1 TrainMore considers the protection of personal data to be important. TrainMore acts in accordance with the General Data Protection Regulation (**GDPR**).

12.2 Our privacy policy tells you what personal data TrainMore processes and what we do with it: <https://trainmore.nl/privacy-policy/>.

12.3 At the request of Urban Gym Group B.V, we use camera surveillance to control access to our clubs and to ensure the safety of property and people. There are no cameras in the locker rooms and restrooms of the clubs. You can read more about this in our privacy policy.

CHAPTER 13 APPLICABLE LAW AND COMPETENT COURT

13.1 These Terms and all other agreements between TrainMore and Member are governed exclusively by Dutch law.

13.2 If TrainMore and a Member cannot resolve a dispute between themselves, disputes between the Member and TrainMore shall be submitted to the Geschillencommissie Sport en Beweging, Bordewijklaan 46, 2509 LP Den Haag (www.degeschillencommissie.nl) (**Geschillencommissie Fitness**) or to the competent court of the District Court of Amsterdam.

CHAPTER 14 QUESTIONS, COMMENTS AND SUGGESTIONS

14.1 If you have a question, comment or suggestion, please contact us using the contact details below or via the Website: <https://trainmore.nl/contact/>

14.2 If you have a complaint, you can submit it via the contact form on our website (select the correct club and then 'complaint').

CHAPTER 15 PERSONAL TRAINING

15.1 A member must have an active TrainMore membership.

15.2 During the period of validity of the Credits for purchased online packages, credits can be booked with the Personal Trainers with the matching level. The validity of these Credits is as follows:

- Packages up to 5 credits = valid for 4 weeks
- Packages of 6 credits to 11 credits = valid for 8 weeks
- Packages of 12 credits to 23 credits = valid for 16 weeks
- Packages from 24 credits = valid for 28 weeks

15.3 During the period of validity of the Credits for memberships, credits can be booked with the Personal Trainers with the matching level. The credits are added to the personal account every 4 weeks and are valid for 8 weeks. After 8 weeks, any unused credits will expire.

15.4 A Personal Training session can be reserved via the TrainMore app with the relevant Personal Trainer. One Credit entitles you to one session of 30 or 60 minutes by a Personal Trainer to be appointed by TrainMore, whereby the preference of a member will be expressly taken into account.

15.5 Planned Personal Training sessions can be cancelled up to 24 hours before the start without losing the Credit.

CHAPTER 16 CONTACT INFORMATION

Trainmore B.V.

Address Postbus 7035

2701 AA Zoetermeer

KvK nummer 32042913

Contact us online: <https://trainmore.nl/contact/>