

Clubregulations

Welcome to My HealthClub!

To ensure that you can exercise and relax in a pleasant and safe way, we have drawn up these club regulations. The regulations state:

- A. our way of communicating with our members
- B. our regulations
- C. terms of your membership

If you have any questions? Let us know, we are happy to help you! We wish you a pleasant time and good luck in achieving your goals.

Team My HealthClub

A. Our way of communicating with our members

1. Communication in the club
 - a. Our employees are here to provide you with the best possible service and guidance. If you have a question, a complaint or an idea, do not hesitate to make it known to one of our employees.
 - b. In the club we use posters in click frames and TV screens to inform you about activities and new development.
2. Online communication
 - a. If you would like to be optimally informed about your options at the club, download the My Healthclub App on your smartphone. In the App you can read all the news, the schedule, the facilities, too much to mention.
 - b. As a member of My HealthClub, you will receive a code to login to your own My HealthClub customer portal upon registration. Through this customer portal you receive insight into the curricula and schedule, your reservations and bookings. You can also change personal information and data, make an appointment or make a reservation here.
 - c. Follow us on Facebook and Instagram to stay informed with all the facts and become part of our online community.
 - d. Kijk op onze website www.myhealthclub.nl voor alle informatie over de sport- en ontspanningsmogelijkheden op onze clubs. Check our website www.myhealthclub.nl for all information about the sports possibilities and relaxation options at our clubs.
3. E-mail communication
 - a. Please provide us with a current email address. We only occasionally send you messages which we assume are of interest to you.
4. My Healthclub Service Center
 - a. Our central Service Center is happy to assist you in answering all your membership related issues. Our service center can be reached at customerservice@myhealthclub.nl or call the club's telephone number.
5. Personal data en privacy
 - a. Changes in your personal situation (e.g. address, e-mail or bank details) should be directly passed on to the reception; then we will be able to provide you with optimal information.
 - b. Your personal data will be processed and managed in the Club's administration in accordance with the Personal Data Protection Act. Your data will never be provided to third parties.

B. Regulations regarding the use of the facilities

1. Fitness

- a. For the best start, My HealthClub works with a unique Personal Health Plan and we advise you to participate in these instruction lessons, so that you can handle the equipment and weights in a safe and responsible manner.
- b. We request that you arrive 15 minutes before the start of the instruction lessons, so that you can change in time.
- c. Be sure to do a good warm-up before exercising, this prevents injuries.
- d. Always put weights and other fitness materials back in place; this way we keep the gym tidy and safe.
- e. Always take a towel with you for personal hygiene and that of others. Clean the equipment with your towel after use.
- f. We request that you do not wear street footwear inside, only clean shoes with soles that do not transfer.
- g. To avoid accidents, do not take drinking glasses or cans with you into the gym, but use a sports bottle.
- h. In order not to disturb other members, we request that you do not telephone in the sports areas.
- i. Individual access to the gym is only allowed from 16 years and older; youth up to 15 years can only use the facilities under supervision.

2. Group Classes

- a. You will find a complete overview of all our group classes on the group lesson schedule, available on the website, the My HealthClub App, in the customer portal and in the club. If you have any questions about which classes best suit your condition and interest, please let us know.
- b. We request that you be present at least 5 minutes before the start of the lesson; you may not enter after the start of the lesson.
- c. You can reserve your spot in the class via the My HealthClub app or the customer portal so that you are guaranteed a spot.
- d. Always bring a towel and plenty of water or liquid. Use a sports bottle for this.
- e. Try to avoid leaving a class early unless absolutely necessary.
- f. Tell the instructor immediately if you are feeling unwell.
- g. Always check the schedule because of last minute changes.
- h. Clear away the (aerobic) materials used after class.
- i. For cycling classes, we request that you unscrew the buttons of the bicycle after the class and clean the bicycle with your towel or the appropriate paper towels and sanitary products.
- j. Outdoor lessons sometimes bring unexpected circumstances. Be prepared for this. Pay close attention to traffic and environmental factors. Wear highly visible sportswear.
- k. Children under 16 cannot participate in adult classes. Children of ages 5 to 15 years old can participate in the classes specially designed for them.

3. Personal Training

- a. Do you need intensive, personal guidance? Then choose one of our Personal Trainers. Our reception and fitness staff are happy to inform you about the possibilities and rates.
- b. To use Personal Training, you must enter into a Personal Training Agreement. The terms of Personal Training are set forth in the agreement.

4. Tennis (applicable in location Heerhugowaard, Nijmegen, Krimpen en Leeuwarden)
 - a. You can rent the tennis courts 7 days in advance.
 - b. U kunt maximaal 1 baan reserveren voor maximaal 1 uur. De Club behoudt zich het recht voor de speelduur te verkorten. Na de speeltijd kunt u bij de receptie nog een baan voor een uur vastleggen. You can make a reservation for a maximum of 1 court for a maximum of 1 hour. The Club reserves the right to shorten the playing time. After the playing time, you can reserve another court for an hour at the reception.
 - c. Reservations must be made with a minimum of 2 people.
 - d. Please always ask at the reception which court number is reserved for you?
 - e. The Club reserves the right to use the courts for training, tournaments, competitions and other purposes.

5. Squash (applicable in locatie Heerhugowaard, Nijmegen, Krimpen en Weert)
 - a. Squash is a very intensive sport. Adjust your effort to your physical condition.
 - b. The courts may be reserved up to 7 days in advance. A reservation must be made with a minimum of 2 people; a following reservation can be made after you have played.
 - c. Before you play squash you must report to the reception, they will then assign your court number.
 - d. Black soled shoes that make marks are not allowed. You must wear appropriate sportswear for squash.
 - e. To avoid injuries, we recommend wearing shoes without a profile on the squash courts.

6. Judo (applicable in locatie Krimpen)
 - a. Judo is a wonderful sport for young and old. However, we advise you to participate in judo only if you are in good health and do not show any physical ailments. Consult your doctor if necessary.
 - b. In the interest of your safety and that of others, we request that you strictly follow the instructions of the judo instructors.
 - c. When you participate in judo lessons you will be expected in a judo uniform. A judo uniform can be borrowed at our reception or purchased online.
 - d. A separate contribution is required for participants in the selection.

7. Swimming pool and whirlpools (applicable in Heerhugowaard and Krimpen location)
 - a. You can relax in our swimming pool. In the pool, which you can use, it is possible that an average adult can still stand without problems. You swim and bathe with us without the supervision of lifeguards. A visit to our pool is entirely at your own risk.
 - b. Since some of our members use the pool with the whole family, we would like to point out that there is a risk of drowning for young children in shallow water. It is therefore important that parents are aware that adult supervision is required when their children are swimming.
 - c. Use of swimwear is mandatory. Topless swimming is not allowed.
 - d. For safety reasons, diving and jumping are not allowed.
 - e. Do not disturb other members while using the pool. Avoid shouting or screaming.
 - f. For hygiene reasons, we request that you do not eat or drink in the wet areas.
 - g. It is not allowed to wear shoes and clothes on the pool platform.
 - h. Running along the pool edge is dangerous for safety reasons and therefore not allowed.
 - i. Children under the age of 16 must always be accompanied by an adult or participate in special children's lessons.

- j. Use of paraphernalia (balls, inflatable toys) is only possible with the permission of the instructor.
 - k. Pay attention when entering and leaving the whirlpool. The tiles around the whirlpool can be slippery. Be careful not to slip.
 - l. My HealthClub Leeuwarden has a partnership with the Kalverdijkje swimming pool. With certain memberships you can freely use this pool.
 - m. If you have such a membership, you can request a maximum of 1 ticket at the reception after each sports visit. With this ticket you have free access to the swimming pool.
 - n. The entrance tickets are only valid during free swimming hours.
 - o. My HealthClub has a fair use policy with regard to the issue of the swimming pool tickets.
 - p. Use of the Kalverdijkje swimming pool is at your own risk. My Healthclub has no responsibility for supervision.
8. Sauna, infrared sauna and steam room
- a. The (infrared) sauna and steam room are great for relaxing. Please respect the peace.
 - b. The (infrared) sauna and steam room are only accessible to members of age 18 and older.
 - c. For good hygiene, we request that you take a shower before entering the (infrared) sauna or steam room.
 - d. Use a towel in the (infrared) sauna.
 - e. For your health, it is not wise to spend more than 10-15 minutes in the (infrared) sauna or steam room.
 - f. We recommend that members with high blood pressure, diabetes and/or cardiac arrhythmias not use the (infrared) sauna. If in doubt, consult your doctor.
9. Kidsclub
- a. Children from 6 months up to 5 years of age are welcome in our kids club.
 - b. In the interest of your child, we advise you to limit the duration of the visit to the kids club to a maximum of 2 hours at a time.
 - c. The parent can only use the kids club while the parent is in the club.
 - d. Separate opening hours apply for the Kids Club, further information is available at the reception and can be viewed via the app and the customer portal.
 - e. The safety of your child is very important to us, so you can only bring your child to the Kids Club when you are present in the Club.
 - f. Do not let your children take their own toys to the Kids Club. If necessary, discuss this with the staff of the kids club.
 - g. Please mark your child's belongings. The Club is not liable for any loss or damage to property.
 - h. The Club is unable to provide diapers, baby wipes, ointments, drinks or other things that your child may need while visiting the Kids Club.
 - i. The Club is unable to feed all children. Make sure to feed your child in time.
 - j. In the interest of the health of other children, we request that you do not bring your child to the kids club when your child is ill.
 - k. If there are any details about your child that are important to us, please tell us.
 - l. The Kids Club reserves the right to refuse children who can disturb the peace and atmosphere.
10. Solarium

- a. Yearning for a tan? Then book a sunbed through the online customer portal. You will receive one or more sunbed coins against payment.
 - b. Would you like to use the sunbed more often? Then change to an all inclusive membership (Gold or Platinum).
The Club has heavy, professional solar cannons. Beware: these are not comparable to consumer tanning beds. Take measures to prevent burns to your skin. Do not use normal sunscreen, but a special one UVA emitter-developed cream, which is available at the reception.
 - c. To prevent damage to eyes, cover them with so-called "sunbed goggles", which are available at the reception.
 - d. When using the sunbed for the first time, you must complete a "skin analysis form". This questionnaire makes it clear whether and for how long you can use the sunbed responsibly. The use of the sunbed is always at your own risk.
 - e. After using the tanning bed, we request that you clean it with paper and a disinfectant, which is available in the tanning bed room. You, too, would like to find a clean sunbed on your next visit.
 - f. The use of a sunbed is reserved for members aged 18 and over.
 - g. Avoid major exertion immediately after using the sunbed. This can lead to dizziness.
11. Ski slope (applicable in location Heerhugowaard)
- a. The ski slope in our club is operated by a third party. Using this ski slope and taking ski lessons are not part of your membership and are at your own risk. My Healthclub is not liable for events on the ski slope or as a result of using the ski slope.
12. Bar, restaurant, lounge and payments with membership card
- a. To pay for your bar, restaurant, lounge or other purchases, you can use your membership card as a "debit card". Deposit money at the reception and you can leave your wallet or debit card at home.
 - b. Any remaining balance on the membership card cannot be paid back upon termination of the membership.
13. Parking
- a. You park in a free or paid public car park. Do not leave valuables in your car. My Healthclub is not liable for damage to or theft of your property.

C. General terms and membership conditions

The general terms and conditions of delivery NL Actief, which have been drawn up in consultation with the Consumers' Association, apply to this agreement. These conditions can be found on our website: www.myhealthclub.nl

1. Definitions

- a. **Member** is the person who has registered for a membership at My HealthClub by filling out and signing a registration form.
- b. **Club** is My HealthClub
- c. **Contribution** is the monthly amount due under the membership

2. Membership

- a. Your membership is strictly personal. You are required to show your ID upon registration.
- b. At registration you owe administration costs;
- c. At the choice of the Club member, the membership is entered into for a period as indicated in the registration form. The said period starts on the 1st of the calendar month, following the month of registration. A contribution will be charged proportionally for the month of registration.
- d. After the initial contract period, the Agreement is automatically renewed for an indefinite period. The Agreement can always be terminated after the original contract term with a notice period of one calendar month.
- e. The club offers different levels of service, denoted by the terms, Standard, Gold and Platinum. When registering, the member is provided with an overview of the options of the relevant services for the specific program.
- f. The Club offers various discount forms - CompanyFit, student (up to and including 27 years), youth (up to and including 15 years), etc. - on its memberships. The Member is obliged to prove that it is eligible for a discount and to immediately notify the Club of any changes affecting the granting of the discount. Proof that the Member is eligible for a discount must be presented for each new membership period, or at the Club's 1st request. If the Member fails to provide proof within 14 days of the Club's request or before the start of the new period, the discount will automatically expire and the regular rate will be charged. Charging the regular rate instead of the discount rate does not entitle the Member to terminate the membership. Discounts are never granted retroactively.
- g. In special circumstances, at the discretion of the Club, membership may be transferred after approval by the Club. The Club may attach further conditions to this approval.

3. Payment of the contract amount in which case the contribution

- a. For monthly payments, the contribution is collected by direct debit, around the 26th of each month preceding the month to which the contribution relates.
- b. If a single payment of the contract amount is chosen, i.e. payment of all contributions over the entire term of the agreement, this full amount must be paid before the start of the contract period.
- c. The membership fee is mandatory at all times, even if the Member is unable to use the Club's facilities due to personal circumstances, or when one or more Club facilities are temporarily unavailable or class schedules or instructors change due to circumstances.
- d. The Club reserves the right to adjust opening hours during holiday periods and public holidays. Closing on public holidays or limited opening hours does not lead to a reduction of the contribution due.

- e. If it is the collection of the contribution by direct debit fails, or if the contribution is reversed, the Member will owe €10 as administration costs. The contribution must still be paid immediately.
 - f. In the event of late payment, the Member is in default and all installments due for the remaining duration of the membership are immediately due and payable and must be paid by the Member to the Club within 30 days of the claim being due.
 - g. As of the day of the notice of default, default interest will be charged on the total outstanding amount of 1.5% default interest per month or partially.
 - h. If the Club hands over an unpaid claim, all judicial and extrajudicial costs will be on account by the Member. These costs amount to at least 15% of the outstanding claim plus interest with a minimum amount of € 40.
4. Amount of the contribution
- a. The Club reserves the right to increase the contribution without prior notice, by a maximum of 5% per year, once a year.
 - b. If the Club wishes to implement an increase above 5%, it will inform the Member in writing or by e-mail. In such a case, the Member has the right to terminate the membership by registered letter within 14 days of receipt of the aforementioned notification, and this as of the effective date of the contribution increase.
 - c. All rates include VAT (value added tax). The Club is entitled to adjust its prices in case of changes in the amount of VAT at all times.
5. Reflection period
- a. During a reflection period of a maximum of one week after signing the Agreement, the Member has the option to withdraw from the agreement free of charge. Costs associated with registration will not be refunded. This right of withdrawal ends when the Member makes use of the fitness facilities during this period.
 - b. A period of reflection of fourteen calendar days applies to Agreements entered into remotely (such as via the My HealthClub website). During that period, the Member has the option to withdraw from the contract free of charge. If, at his own request, the Member uses the services of the Club during the reflection period and subsequently makes use of his right of withdrawal, he will owe a proportional fee for the period in which he has used the services of the Club.
6. Changing of membership form
- a. During the initial contract term of the membership, it is not possible to convert the membership to a membership with a lower contribution ("downgrade") or a membership with a shorter term. If the member wishes to change the membership form after the initial contract period has expired, the member must complete a new registration form. The conditions as stated on the registration form and these regulations apply to this registration.
 - b. During the initial contract term of the membership, it is possible to convert a membership to a membership form with a higher contribution ("upgrade") on the 1st of the following month. The Member must fill out a new registration form and agree to a new contract period, which has at least the duration of the previously agreed contract period. If no membership insurance has been taken out in the originally concluded membership, then this insurance does not apply in the new membership during the originally agreed contract period.
 - c. As part of the Standard, Gold and Platinum memberships, the Club offers one-off benefits when you sign up for memberships. These benefits only apply when entering into the 1st membership. The interim adjustment of

the membership ("upgrade"), as described in paragraph b, does not lead to new one-off benefits.

7. Termination of the agreement
 - a. If you wish to terminate your agreement, please make an appointment at our club. During this appointment, the My HealthClub employee will complete a termination/evaluation form with you. You will receive a copy by e-mail directly which will serve as proof of cancellation. Keep this email and attachment carefully. Otherwise, you can cancel your membership by sending a registered letter to My Healthclub, Jacobus Lipsweg 132, 3316 BP Dordrecht. Your cancellation including your end of contract term will always be confirmed by us by e-mail. So make sure that De Club always has an up-to-date e-mail address.
 - b. Verbal cancellations, by telephone, e-mail or SMS cannot be accepted. If the membership has not been canceled on time or in an incorrect manner, the membership will automatically be extended in accordance with the above.
 - c. If the Member wishes to become a member again after cancellation, administration costs will again be due.

8. Membership insurance and premature termination of the agreement
 - a. To protect the Member against unnecessary costs, the Club offers the unique possibility of a membership insurance. This insurance is included in certain membership forms. This insurance can only be purchased at the time of entering into the membership.
 - b. With a membership insurance, it is possible to terminate before the end of the contract period free of charge or to temporarily freeze the contract free of charge with due observance of 1 calendar month notice period, if one of the following circumstances occurs:
 - i. Serious illness or serious accident
 - ii. An injury that prevents sports
 - iii. A medically necessary intervention/surgery that the Member must undergo unexpectedly.
 - iv. Unexpected move to an address located more than 15 kilometers from the club.
 - v. Divorce
 - vi. Unexpected dismissal
 - c. If a Member wishes to invoke this contribution insurance, the Member is obliged to provide sufficient proof of one of the above circumstances. If no proof can be provided, no free, premature termination or freezing can take place.

9. Access to the Club
 - a. You can access the Club through a membership card.
 - b. In case of late payment you cannot be admitted to the Club.
 - c. Non-members can only be introduced by appointment to ensure they receive proper guidance during their sports activities. For this a guest pass can be obtained at the reception for € 15 per pass.
 - d. The Member is responsible for the conduct of his guest and ensures that the guest complies with the provisions of the Club Regulations. These Club Rules apply to the use of the facilities by guests.
 - e. Any Member may be denied further access to the Club by the management of the Club. The reason for this exclusion could be any violation of the provisions of the Club Rules or any conduct which, in the opinion of the Club's management, is contrary to the welfare of other members, the good order and the character of the Club.
 - f. Even if the Member is denied access to the Club, the contribution remains due.

10. Safety, precautions and liability

- a. Use of the Club's facilities is at your own risk.
- b. For your safety, a defibrillator / AED is available at the reception.
- c. Members and guests are advised to undergo a medical examination in advance.
- d. We recommend that pregnant women and those suffering from diabetes or high blood pressure consult their GP (General physician) before using any Club facilities.
- e. If the Member is not sufficiently familiar with certain facilities and equipment, he must ask a Club instructor for further explanation prior to use. This instruction is free of charge.
- f. The Club has a large number of emergency exits for your safety. Keep them free. Only open these emergency exits in an emergency. Opening emergency doors can lead to succession by the police or fire brigade.
- g. The Member declares by signing the registration form the Club, that its employees and its visitors or in which case members are not liable for accidents, injuries or death or loss or damage to property, unless there is intent or gross negligence on the part of the Club.
- h. You can store your sports bag and clothes in the lockers in the dressing room. They are not allowed in other areas. The use of lockers is at your own risk. We request that you remove your belongings from the locker after the training.
- i. Consuming food or drinks brought along is not allowed. Do not use gum while exercising.
- j. Do not drink alcohol before using the Club facilities. Alcohol reduces your ability to react and can therefore lead to accidents or injuries.

11. Children

- a. Children from the age of 5 up to 15 years old can only participate in classes for their age group. Children cannot participate in adult classes. Children aged 12 years and older can use the fitness equipment under the supervision of a parent/caretaker.
- b. Parents are responsible for their children's behavior.
- c. The contribution due is calculated based on the age of the child. If the child becomes one year older and consequently falls into a different contribution category, this other contribution will be levied with effect from the month following the birthday. This adjusted contribution does not give rise to premature termination of the agreement.

12. Club Regulations and changes

- a. The Club Regulations apply to all services and facilities of the Club.
- b. The Club reserves the right to make periodic changes to the Club regulations if it deems these changes to be important to the safety of its members, the maintenance or improvement of the level of quality or other aspects which, in the Club's discretion, may be of interest to the well-being of its members and the operation of the Club. Changes are never grounds for premature termination of the agreement, unless these changes are so serious that the Member can no longer reasonably be expected to continue the membership. Changes take effect one month after the announcement.
- c. The Club reserves the right to make changes to the products and service.

13. Additional conditions

- a. Directions and instructions given by Club employees must be strictly followed;
- b. The Club stands for a healthy lifestyle. Smoking is strictly prohibited throughout the Club.
- c. Members are not allowed to sell products or services in the Club or to make them available to third parties. Members are not permitted to provide services, including but not limited to education, (sports) classes, or coaching programs, without the prior approval of Club management.
- d. All disputes that may arise as a result of the membership agreement will be exclusively decided by the competent court in Rotterdam. Dutch law applies to the membership agreement.