

# Terms and Conditions OneFit

## GENERAL TERMS AND CONDITIONS OF ONEFIT UNLIMITED B.V.

### For the benefit of a partnership with Partners

Established at Apollolaan 151, 1077 AR Amsterdam, the Netherlands

Registered with the Chamber of Commerce under number 64538044

### Article 1. Definitions

1. **App:** the mobile application and/or mobile website of OneFit.
2. **Activity:** the class, location, workshop, individual or group training as well as any other activity or facility to which the Membership provides access.
3. **Check-in:** the registration of the presence of and participation in an Activity by a Member on location at the Partner via the App.
4. **Member:** the natural person who has registered an Account with OneFit.
5. **Membership:** a membership with the name "OneFit Unlimited" that gives the right to use the Activities of the Affiliated Partners against periodic payment.
6. **OneFit:** the private limited liability company OneFit Unlimited B.V., the other party to the agreement with the Partner and the user of these general terms and conditions.
7. **Partner:** a company affiliated with OneFit that offers Activities under the Membership and the other party to the agreement with OneFit.
8. **Reservation:** the registration, recording or booking of Activities of OneFit's Affiliated Partners via the Website or the App.
9. **Reserve:** making a reservation via the Website and/or App.
10. **Website:** OneFit's website: <https://onefit.nl/>.

### Article 2. Partner offer

The Partner grants OneFit access to all Activities and facilities offered, including classes, training and inventory, unless it is expressly agreed that certain Activities and facilities are excluded. The maximum number of spots per lesson may be adjusted upwards at any time. Downward adjustments can only be done with the written permission of OneFit.

### Article 3. Check-ins and payments

1. OneFit Members must check in with the OneFit app prior to each participation in an Activity. Check-in is based on GPS and only technically possible at the training location. It is possible to check in for an Activity from

- 30 minutes prior to the start of the Activity until 10 minutes after the start of the Activity. Through the partner portal, Reservations and Check-ins for the Partner can be followed in real time.
2. OneFit makes agreements with its Members about the number of allowed Check-ins per month per location and/or Provider. OneFit is free to determine this as it sees fit. OneFit is not obliged to follow the Partner's instructions in this respect. OneFit is free to change the number of allowed Check-ins per month at any time and/or to adjust the rates of its subscriptions with the Member.
  3. No-show policy/late cancellation policy: If a member has made a reservation and does not cancel it before the class starts, it is a no-show. If the member cancels the class within the cancellation window, but before the class starts, it's considered a late cancellation. The first time, the Member concerned will receive a warning from OneFit. The following times they will be charged a no-show fee of EUR 10 each time. OneFit will compensate the Partner for all no-shows for 100% of the agreed Check-in fee. This compensation is paid if the number of no-shows in a given month exceeds 5% of the total number of reservations. The fee will only be paid in case the number of no-shows in a given month exceeds 5% (not for the first 5%). The fee will be calculated per month and will be shown on the invoice as soon as the no-show percentage is above 5%.
  4. Check-ins with the Partner's own private OneFit account at the Partner's own location are not allowed. Check-ins with the Partner's private OneFit account will not be reimbursed to the Partner by OneFit.
  5. Check-ins for business & marketing purposes will not be reimbursed, this includes Check-ins for or by:
    1. Influencers and ambassadors
    2. Photographers
    3. Employees of OneFit
  6. Overbooking policy: if an Activity is overbooked, as a result of which the Partner has to cancel one or more reservations of OneFit Members, the Partner owes OneFit a fee of EUR 10,- per cancelled reservation (per Member). This fee will be deducted from the monthly payment invoice.

#### **Article 4. Cancellation of an Activity**

If an Activity (class or training) of the Partner cannot take place, the Partner must cancel this Activity at least 2 hours in advance and inform already registered members accordingly. If the Partner does not comply with this term, they will owe OneFit a fee of EUR 10,- each time for each Activity that is cancelled too late. This fee will be deducted by OneFit from the monthly invoice amount. If the monthly invoice amount to be paid is insufficient, OneFit will send the Partner an additional invoice.

#### **Article 5. Liability and House rules**

1. OneFit is not liable for any damage or personal injury suffered by a Member at any location of the Partner or during any Activity. This is also indicated in

the general terms and conditions of OneFit to its members. The Partner indemnifies OneFit against all claims of Members in this respect.

2. The house rules / regulations / terms of use of the locations of the Partner also apply to OneFit members. OneFit advises the Partner to make these rules available in a visible place at every location and to publish them online on the website of the Partner.

## **Article 6. Marketing**

1. During the term of the agreement with the Partner, OneFit has the right to use the company name, brand name and logo, as well as images of the location, website's screenshots of the Partner and images and texts present on the Partner's website (collectively, "Materials") for marketing and advertising purposes, both online and offline. This use is not limited to a particular geographical area or particular means of communication. This means that OneFit may use these Materials in any of its advertising and/or marketing campaigns, on the website, the app, social media accounts, offline distribution channels and for any other purpose that OneFit deems appropriate.
2. The Partner participates in the in-store branding of OneFit (stickers, Check-in signs) in order to strengthen the cooperation and promotion of OneFit and Partner.
3. All rights with respect to promotional material that is created by OneFit for the benefit of the Partner during the term of this agreement, including images and texts, belong to OneFit. The Partner only acquires a right of use with respect to these works insofar as this has been further agreed. The right of use ends by operation of law at the moment the agreement between OneFit and the Partner ends.
4. If, in the opinion of OneFit, insufficient promotional material is available for the Partner or if OneFit considers this to be of insufficient quality, OneFit may offer the Partner a professional photo shoot in order to present the Partner in the best possible way via the OneFit platforms. OneFit will be responsible for the costs of this photo shoot, the selection and post-processing of photos. All intellectual property rights relating to these works are owned by OneFit.
5. The Partner will receive a number of selected photos (hereinafter: the "Visual Material") digitally within one month after the photo shoot, so that the Partner can also use them on its own website. The Visual Material may not be used by the Partner for its own commercial/advertising purposes (publications, advertising campaigns, online/offline advertisements, sponsored social media posts) and/or its own printed matter (flyers, magazines). The Partner may not edit the Visual Material (apply filters, place texts, etc.), change (cut out, Photoshop edits) or otherwise deviate from the original.
6. The Partner hereby acknowledges and agrees that the Visual Material will only be used by the Partner under a non-exclusive and non-transferable license that automatically terminates upon termination of the cooperation

between the Partner and OneFit. For example, by terminating this agreement.

7. The Visual Material may not be used by the Partner for other cooperation partners and/or platforms with which the Partner may cooperate. The Partner is not permitted to remove (or have removed) the intellectual property designations of OneFit from the Image Material.
8. The Partner will ensure that all persons to be photographed are present at the agreed time and agree to their publication. The persons to be photographed must give written permission for the use of the Visual Material. The Partner indemnifies OneFit against all claims of the persons photographed in this respect.

## **Article 7. Amendment of general terms and conditions and rates**

OneFit is entitled to amend and/or supplement the general terms and conditions and its rates. OneFit will notify the Partner in writing of any proposed changes to the general terms and conditions and rates no later than 14 days prior to the date on which the change takes effect. The Partner only has the right to terminate the agreement following such a change by the date on which the change comes into effect, if the change means that the Partner cannot reasonably be expected to maintain the agreement.

## **Article 8. Liability**

OneFit will not be liable for any damage arising as a result of any failure to comply with its obligation(s) towards the Partner. Any claim for damages, including those relating to trading losses (downtime, loss of income and other indirect damages of any nature whatsoever) and damages as a result of liability towards third parties, is explicitly excluded, unless the damages are due to intent or gross negligence on the part of OneFit or its executives.

## **Article 9. Termination of the agreement**

Termination is only possible towards the end of the agreed term with due observance of a notice period of 3 months. Notice of termination must be given to the other party in writing. If the agreement is not terminated in time, the agreement will be tacitly renewed each time for the same duration and under the same conditions.

## **Article 10. Data protection**

OneFit takes all reasonable measures to protect the information and data that OneFit receives from the Partner. However, OneFit will not be liable for any damages suffered by the Partner as a result of damage, misappropriation, loss or unauthorized use of the Partner's information and data. If the Partner processes personal data on

behalf of OneFit or vice versa, the Partner and OneFit will enter into a further processing agreement with each other for this purpose.

### **Article 11. Applicable law and choice of forum**

1. All agreements between OneFit and the Partner are governed by Dutch law.
2. All disputes arising from an agreement to which these general terms and conditions apply in whole or in part, or from other agreements resulting from such an agreement, will be settled by the competent court in the district of the registered office of OneFit, unless a mandatory statutory provision dictates otherwise. This does not affect the fact that OneFit can agree with the Member or the Partner to have the dispute settled by means of independent arbitration.