



PART A - GENERAL

1. Applicability

- a. These General Terms and Conditions apply to any legal relationship between a commercial buyer or consumer (Guest) and XNRGY Club B.V. (XNRGY). Everywhere that "he" or "his" is mentioned, "she" or "her" can also be read.
- b. By making a reservation for a (fixed) padel court, purchasing a single lesson or a series of lessons, organizing or participating in an event, activity, or competition at XNRGY, and/or using XNRGY's (catering) facilities, Guest agrees to these General Terms and Conditions.
- c. Deviations from these General Terms and Conditions are only binding if XNRGY has agreed to them in writing.
- d. XNRGY may amend these General Terms and Conditions from time to time. The latest version is always the applicable version and is available on XNRGY's website (www.xnrgyclub.com). A copy of the General Terms and Conditions will be provided upon request.
- e. If a provision or part of a provision in these General Terms and Conditions is null or void, the remaining provisions of these General Terms and Conditions shall remain fully in force.

2. Agreement

- a. An agreement between XNRGY and Guest is created by agreement between both parties, as evidenced by the reservation and/or payment made by Guest.
- b. XNRGY's obligations under an agreement arise after Guest has fulfilled all of his obligations, including payment.
- c. An agreement between XNRGY and Guest may consist of: (i) reserving a padel court; (ii) purchasing a single lesson or a series of lessons; (iii) organizing an event and/or participating in an event, activity, or competition at XNRGY; and/or using XNRGY's (catering) facilities.
- d. Guest is obliged to comply with the current House Rules of XNRGY at all times and to follow all reasonable oral and written instructions from XNRGY. The House Rules can be found on XNRGY's website (www.xnrgyclub.com/legal/house-rules).
- e. Any use of XNRGY's name and logo is not allowed without XNRGY's prior express written consent. Obvious printing and typesetting errors do not bind XNRGY.

3. Playtomic® Application

- a. XNRGY provides the mobile "Playtomic®" Application to Guest. Guest has access to the App after creating an account under the management of Playtomic®.
- b. Guest is responsible for keeping his personal information up to date which is registered in the Playtomic® platform account.
- c. The App is provided without any warranty and its use is entirely at Guest's own risk and expense. XNRGY does not guarantee the accuracy or completeness of the information in the Playtomic® App.
- d. XNRGY accepts no liability for any direct or indirect damage of any kind whatsoever arising out of or in any way related to the use of the Playtomic® App or the (temporary) inability to access the App.

4. Right of withdrawal for consumers



- a. Exclusively for consumers, natural persons who do not act for purposes related to trade, business, craft, or profession (Consumer), an agreement with XNRGY can be revoked within a period of 14 days, starting from the day on which the agreement between the parties was concluded.

5. Website, Disclaimer, and Privacy

- a. XNRGY respects the privacy of the Guest and takes care to treat personal and/or confidential information that is provided and/or obtained (Data) confidentially.
- b. XNRGY uses Data only to execute the agreement with the Guest as quickly and effectively as possible. In addition, XNRGY will only use this Data with the prior consent of the Guest.
- c. XNRGY will not sell Data to third parties and will only make it available to third parties involved in executing the agreement.
- d. The employees of XNRGY and third parties engaged by it are required to respect the confidentiality of Data.
- e. Guest declares to be familiar with and agree to XNRGY's Privacy Policy.
- f. The information provided on the website www.xnrgyclub.com is intended for general information purposes only. Due to external circumstances, delays, defects, and/or other imperfections may occur in the information provided.
- g. Although XNRGY takes the greatest possible care in the composition and maintenance of its website, XNRGY cannot guarantee that the information provided is complete, up-to-date, and/or accurate. Guest therefore unconditionally and irrevocably waives her right to compensation for any direct or indirect damage that has arisen, arise or will arise from the use of Data, unless there is intent or gross negligence on the part of XNRGY's management or board of directors.
- h. The websites of third parties to which hyperlinks may be included on the website www.xnrgyclub.com are not controlled, made, and/or maintained by XNRGY. XNRGY, therefore, accepts no liability for the content of these linked websites.
- i. The website www.xnrgyclub.com and its contents are protected by copyright, trademark law, and other intellectual property rights. Nothing from this website or its contents may be reproduced, stored in an automated data file, or made public in any form or in any way, either electronically or mechanically, by photocopies, recordings, or in any other way, without the prior written permission of XNRGY.

6. Liability

- a. The participation of the Guest in renting a court, training, a single lesson or a series of lessons, or an event is entirely at their own risk. XNRGY and its employees and coaches are not liable for any personal injury or other damages that the Guest may incur during or as a result of a training. Directions given by coaches are always optional and followed at the Guest's own risk.
- b. Any material damage directly caused by careless behavior, failure to follow the house rules and/or instructions from staff will be charged to the Guest.
- c. Training is intensive and can be prone to injury. The Guest must assess for themselves if they are suitable for participation in a training. If the Guest has



health problems or any other reason to doubt their participation, they should seek advice from a doctor or other expert.

- d. XNRGY, its employees, and coaches are not liable for any damage to and/or loss of personal belongings for any reason whatsoever. XNRGY will also hold abandoned personal belongings for up to 7 days before disposal. XNRGY is never obliged to send belongings back.
- e. The Guest hereby unconditionally and irrevocably waives their right to compensation for any direct or indirect damages (whether arising from a contract or unlawful act) arising from participation in a training, a single lesson or a series of lessons, or an event.
- f. Any claim for damages against coaches, employees, or directors of XNRGY or any third parties engaged by XNRGY is expressly excluded. The aforementioned (legal) persons may invoke this third-party clause agreed for their benefit.
- g. The Guest and those accompanying them are jointly liable for all damages incurred by XNRGY or any third party as a direct or indirect result of non-performance (attributable default) or unlawful act, including a violation of these Terms and Conditions and the House Rules.

7. Force Majeure

- a. Circumstances beyond the control of XNRGY, which are of such a nature that compliance with the agreement can no longer be reasonably demanded in full or in part, such as but not limited to dangerous weather conditions, revocation of one or more permits, or a pandemic, give XNRGY the right to terminate the agreement in whole or in part or to suspend its execution without being obliged to pay compensation.

8. Complaints, disputes, and applicable law

- a. The Guest must report a complaint regarding any performance by XNRGY as soon as possible after the defect or damage has been discovered by the Guest and no later than 14 days after the Guest has discovered the defects or damage. The complaint can be sent to info@xnrgyclub.com, stating the location, time, and description of the complaint.
- b. The complaint must be complete, clearly described, and accompanied by any evidence.
- c. XNRGY will respond to the complaint submitted by the Guest as soon as possible and no later than four (4) weeks from the date of receipt. If XNRGY expects to need more time to process the complaint, it will indicate this to the Guest as soon as possible.
- d. In case of misbehavior on and/or around the premises, XNRGY reserves the right to impose a club ban on the Guest.
- e. If the complaint cannot be resolved through mutual consultation, the following will apply.
- f. Disputes arising from these General Terms and Conditions or a related agreement that cannot be resolved through mutual consultation will be submitted to the competent court in Amsterdam or, if the Guest is a consumer, to the competent court in the place of residence of the consumer.
- g. Dutch law applies to these General Terms and Conditions, the

House Rules, and the related agreements.

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PART B - BOOKING A PADEL COURT

9. Pay And Play reservation

- a. Guest can reserve a padel court, padel lesson or activity up to 10 days in advance through the Playtomic® App. The reservation is confirmed upon completion of payment. Guest will receive an email to confirm the reservation. An invoice for the reservation can be requested through Playtomic®.
- b. Guest can cancel the regular reservation via the App up to 48 hours before the start of the reservation. Refunds will be handled by Playtomic®. XNRGY does not have access to this information and will not transfer money to Guest's account.
- c. Cancellation within 48 hours of the reservation start time is not permitted without charge. In this case, Guest is entitled to replace themselves with a substitute.
- d. In case of no-show, Guest is not entitled to compensation.
- e. The padel courts may only be entered by a maximum of 4 persons, appropriate (sport) clothing, no jewelry or watches, and suitable padel footwear.
- f. XNRGY reserves the right to cancel the reservation if an event is organized at the same time. XNRGY will inform Guest in a timely manner and assist in relocating the reservation free of charge if desired.
- g. When Guest uses new features within Playtomic® such as "Open Matches", XNRGY is not responsible for additional costs and/or conditions from the Playtomic® Platform.
- h. XNRGY does not have access to courts booked with players from our WhatsApp groups and is not responsible for them.

PART C – TRAINING AT XNRGY

10. Training sessions

- a. A training session is a lesson in which the Guest is guided by a qualified XNRGY coach. It is prohibited to receive lessons from a coach or trainer not affiliated with XNRGY on the padel courts of XNRGY without prior written permission from XNRGY.
- b. Training sessions can be reserved through XNRGY's website and/or the activity section within Playtomic®. If a group registers for a private training session, one Guest will make the payment. The reservation will only be confirmed after payment is completed. The Guest will receive an email confirming the reservation along with the invoice.
- c. When requesting lessons, the availability and working hours of the coaches depend on the Guest's preferences.
- d. A training session can be a single lesson or a series of 4 or 8 consecutive lessons. When making a reservation for a new lesson or lesson series, a new reservation is made and not an extension.
- e. Unless otherwise agreed, the duration of a training session is 60, 90, or 120

minutes and starts with a mandatory warm-up. The training times are fixed and cannot be changed by the Guest.

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- f. The price is based on the number of players. If the Guest wishes to bring an extra person, an additional fee of €15.00 to €30.00 will be charged depending on the coach.
- g. Packages 4 and 8 have expiration dates of 6 and 10 weeks, respectively. h. Lessons can be rescheduled up to 72 hours before the date via WhatsApp or email. Otherwise, the lesson will be considered given.
- i. If the Guest cancels a training session or is a no-show, they have no right to a replacement session. If the Guest is unable to attend, they may appoint a replacement in consultation with XNRGY.
- j. If the coach is unable to conduct the training session due to illness or other circumstances, XNRGY will cancel the training session and schedule a replacement session in the catch-up weeks designated by XNRGY.
- k. The padel courts may only be accessed by a maximum of 4 people, appropriate (sports) clothing, no jewelry or watches, and suitable footwear for padel. XNRGY does not provide padel rackets and balls to the Guest unless otherwise agreed.
- l. If the Guest causes a disturbance or nuisance that hinders the proper execution of a training session, XNRGY may exclude them from the training session. All resulting costs will be borne by the Guest.

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PART D - EVENTS AT XNRGY

11. Events

- a. XNRGY offers guests the option to book an event where more than one padel court can be rented simultaneously, with the possibility of additional (optional) catering services, equipment rental, tournament guidance, and other services.
- b. XNRGY provides the guest with a quote for the event via email. The quotes are valid for 14 days from the date of issue unless otherwise agreed.
- c. The guest can accept the quote sent by email online. At the time of this online acceptance, the agreement is concluded.
- d. XNRGY is obliged to provide the services as agreed in the agreement and has the right to use the services of third parties, in which case these conditions also apply to the third party(ies).
- e. If no catering services are purchased, XNRGY will provide the guest with catering services available at the location during the event upon request.
- f. The obligation mentioned in sub-d does not apply: (a) in case of force majeure on the part of XNRGY as referred to in Article 7; (b) if the guest does not appear or arrives more than half an hour late; (c) if the guest does not (timely) comply with

any agreed deposit; or (d) if the guest in any other way does not fully comply with his obligations towards XNRGY.

- g. The guest will take out event insurance for the event. The guest fully indemnifies XNRGY against any claims and demands for compensation from third parties and also indemnifies XNRGY for all costs incurred by her in connection with these claims and demands.
- h. All plates, cups, dishes, tables, chairs, cutlery, and other goods provided by XNRGY remain the property of XNRGY. Damage to or loss of these goods caused by the guest, their invitees, employees, or visitors to the event must be reimbursed to XNRGY by the guest at the cost price.
- i. If the guest, their invitees, employees, or visitors to the event cause significant inconvenience or disturbance at the location, they may be excluded from the event by XNRGY. All resulting costs will be borne by the guest.

12. Cancellation or Modification of Event

- a. In case of a late cancellation before the date on which the event is scheduled to take place (the Commencement Date), Guest shall be liable to pay XNRGY 100% of the reservation value of the padel section, unless otherwise agreed in writing.
- b. In case of cancellation one (1) week or less prior to the Commencement Date, Guest shall be liable to pay XNRGY 100% of the reservation value of the catering services, unless otherwise agreed in writing.
- c. Guest may modify the number of participants in the event in writing, subject to XNRGY's sufficient capacity. 7 days or less prior to the Commencement Date, the number of participants cannot be unilaterally modified by Guest unless otherwise agreed by XNRGY.

Payment for Event

- d. Invoices, unless otherwise agreed in writing, must be paid by the Guest within 14 days after the invoice date. XNRGY is entitled to request a prepayment of up to 50% of the reservation value in the case of a consumer.

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- e. At the option of XNRGY, in the aforementioned or corresponding circumstances, without further notice of default or judicial intervention, the agreement may be wholly or partially dissolved, with or without a claim for damages. If the Guest has not fulfilled his payment obligations in a timely manner, XNRGY is authorized to suspend performance of the agreement until payment has been made or adequate security has been provided. The same applies prior to the moment of default if XNRGY has reasonable grounds to doubt the creditworthiness of the Guest.
- f. Payments made by the Guest will always be applied towards all due interest and costs, and subsequently towards outstanding invoices that have been outstanding the longest, unless the Guest explicitly states in writing that the payment relates to a later invoice.

PART E - OFFLINE SHOP AT XNRGY

13. XNRGY Liability

- a. If you damage a rental racket from the shop because of reckless behavior, XNRGY can fine you €60. XNRGY is only responsible for damage you suffer if they intended for it to happen or were deliberately reckless. If XNRGY is responsible for any damage, they are only responsible for direct damage that results from the agreement. XNRGY is not responsible for indirect damage like loss of profits, missed savings, or damage to third parties. If XNRGY is responsible, they can only pay out the amount covered by their liability insurance policy. If the insurance company does not pay out the full amount, XNRGY is only responsible for a part of the invoice amount.
- b. All images, photos, colors, drawings, and descriptions on the website or in a catalog are only approximate and cannot guarantee compensation, partial dissolution, or suspension of any obligation.

14. Warranty

- a. The warranty for products only covers defects from faulty manufacturing, construction, or material. The warranty does not cover normal wear and tear, damage from accidents, modifications made to the product, negligence, or improper use by you. The warranty also does not apply if the cause of the defect cannot be clearly established. Risk of loss, damage, or theft of the products covered by the agreement passes to you when the product is legally and/or actually delivered to you or to a third party who receives the product for you.

15. Indemnification

- a. You will protect XNRGY from any claims by third parties related to their products and/or services.

16. Complaints

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XNRGY

- a. You should examine any product or service provided by XNRGY for deficiencies as soon as possible.
- b. If a delivered product or provided service does not meet your reasonable expectations from the agreement, you must tell XNRGY as soon as possible, but no later than 1 month after discovering the deficiencies.
- c. Consumers must inform XNRGY of such deficiencies no later than 2 months after discovery.
- d. You should describe the deficiencies in detail so that XNRGY can respond appropriately.
- e. You must show that the complaint relates to an agreement between you and XNRGY.

- f. If a complaint relates to ongoing work, it may mean that XNRGY will have to perform other work than what was agreed upon.

17. Notice of Default

- a. You must send any notices of default to XNRGY in writing.
- b. You are responsible for making sure that the notice of default actually reaches XNRGY in a timely manner.