

CONDITIONS OF MEMBERSHIP (version 01.06.2025)

Article 1. GENERAL PROVISIONS

1.1 Subscriptions made with Waer Waters are subject to the General Terms and Conditions, the Internal Regulations, and these Membership Conditions. In case of conflict, the Membership Conditions take precedence over the General Terms and Conditions.

1.2 By subscribing to a membership, the Member accepts the General Terms and Conditions, the Membership Conditions, and the Internal Regulations. Failure by a Member to comply with the General Terms and Conditions, Membership Conditions, or Internal Regulations entitles Waer Waters to refuse access to the Member or terminate their Membership without Waer Waters being liable for any reimbursement or compensation, and subject to Waer Waters' right to seek compensation in case of damages.

1.3 In case of modification of the Membership Conditions, General Terms and Conditions, or the Internal Regulations: If a Member refuses to accept the modification, they have the right to terminate their Membership at any time without charge. The termination must be made no later than the 25th of the month and will take effect on the first day of the following month.

Article 2. DEFINITIONS

The following definitions apply to the Membership Conditions and any other document issued by Waer Waters:

"Member" or "Members": An individual or legal entity who has subscribed to a membership with Waer Waters.

"Start Month": The period starting from the moment the Member subscribes to a Membership until the end of the month of subscription.

"Initial Period": The contractual duration of three months, starting on the first day of the month following the Start Month.

"Extended Period": Any extension of the Membership after the Initial Period.

"Registration Fees": Fees owed by the Member to Waer Waters for the administration of the Membership.

"Freeze": Temporary suspension of the Membership as described in Article 10.

"Freeze Fees": Fees owed by the Member to Waer Waters for the temporary freezing of the Membership.

Article 3. START - DURATION - EXTENSION OF MEMBERSHIP - TERMINATION

3.1 The Membership is subscribed for the Start Month + Initial Period. The Start Month is calculated on a pro-rata basis and must be paid immediately by the Member. The Initial Period is paid monthly via European SEPA direct debit. The Member may also choose to begin the Membership from the Initial Period.

3.2 Subscribing to a Membership incurs Registration Fees. These fees are due for each subscription, even if the Member has previously had a Membership.

3.3 The Initial Period has a fixed contractual duration. Termination during the Start Month and Initial Period is therefore not possible, except as described in Article 1.3. If the Member still wishes to terminate the Membership during the Initial Period, they can convert the value of the Membership into a gift voucher. The conversion request must be sent to Waer Waters by email (info@waerwaters.com) no later than the 25th of the month. The direct debit will stop from the following month, and the remaining balance of the Membership will be invoiced in a single payment, without fees, in the form of a gift voucher in the Member's name.

3.4 Unless terminated before the 25th of the month at the end of the Initial Period, the Membership will automatically be extended by successive periods of 1 month.

3.5 During the Extended Period, the Membership may be terminated on a monthly basis (by email to: info@waerwaters.com). The termination must occur no later than the 25th of the month and will take effect on the first day of the following month.

Article 4. CHARACTERISTICS OF THE MEMBERSHIP

Waer Waters offers the following memberships:

4.1 **Sport Membership:** Access to fitness and group classes 7 days a week, preferential rates for wellness, 10% discount on treatments and meals (reserved for the Member).

4.2 **Luxury Membership:** Access to fitness and group classes 7 days a week, wellness included Monday to Thursday (except public holidays), preferential rates for wellness from Friday to Sunday, 10% discount on treatments and meals (reserved for the Member).

4.3 **Infinite Membership:** Unlimited access to fitness and group classes 7 days a week, unlimited access to wellness Monday to Sunday (including public holidays and school holidays), 10% discount on treatments and meals (reserved for the Member).

4.4 **Wellness Membership:** Unlimited access to wellness Monday to Sunday (including public holidays and school holidays), 10% discount on treatments and meals (reserved for the Member).

4.5 Each Membership is provided to the Member in the form of a blue bracelet. The bracelet remains the property of Waer Waters and must be returned to Waer Waters at the end of the membership period. If not returned, a fee of 15.00 EUR will be charged.

4.6 Each Membership and bracelet is strictly personal and cannot be transferred to third parties.

4.7 Waer Waters cannot be held responsible for loss, theft, or illegal use of the Waer Waters bracelet. In case of loss or non-return of the bracelet at the end of the usage period, administrative fees of 15.00 EUR will be charged.

4.8 Waer Waters reserves the right to ask Members to present their bracelet along with their identity card at any time. If the Member is unable to adequately prove their Membership, Waer Waters reserves the right to refuse access to the Waer Waters facilities.

4.9 The discounts and benefits resulting from the use of the Membership cannot be combined with other promotions, discounts, or benefits and are exclusively reserved for the Member.

4.10 Waer Waters reserves the right to cancel the Membership, including the use of the Waer Waters bracelet, in case of non-payment for goods or services consumed by the Member. This does not exempt the Member from the obligation to return the bracelet.

Article 5. TERMINATION OF MEMBERSHIP

5.1 The Member has the right to terminate their Membership without compensation if Waer Waters significantly changes the terms of the Membership to the detriment of the Member, notably:

- When Waer Waters changes the opening hours in such a way that the Member can no longer continue their Membership;

- When Waer Waters unilaterally changes the essential conditions of the Membership.

This termination must be made in accordance with the provisions of Article 3 of these Membership Conditions.

5.2 The Member also has the right to terminate their Membership without compensation in case of medical injury preventing them from exercising or using wellness facilities for more than 6 months. The injury and permanent incapacity must be supported by a detailed medical report. Termination will only be effective after presentation of the medical report, and no subscription fees for the period before the submission of the report will be refunded. Termination will take effect on the first day of the month following the submission of the medical report. If the Member subscribes to a new Membership within one year of termination, the Registration Fees will not be due.

5.3 Waer Waters reserves the right to cancel the Memberships at any time. This cancellation must be communicated to the Members no later than the 25th of the month and will take effect on the first day of the following month.

5.4 Promotions on Memberships offered to new Members can only be applied if the future Member has not had a Membership in the past 4 months.

Article 6. TRANSFER AND MODIFICATION OF SUBSCRIPTION

6.1 Each subscription is strictly personal and cannot be transferred.

6.2 A member can upgrade or downgrade their subscription at any time (i.e., change to a different subscription plan, as described in Article 4), whether during the initial period or the extended period. The request for an upgrade or downgrade must be submitted to Waer Waters by the 25th of the month (via email: info@waerwaters.com), and it will take effect on the first day of the following month.

6.3 An upgrade or downgrade does not trigger a new initial period. No registration fee is due for an upgrade or downgrade.

Article 7. USE OF WAER WATERS SERVICES AND FACILITIES

7.1 Reservation services: A prior reservation is always required for services. A reservation is only valid after written confirmation from Waer Waters.

7.2 The member agrees to always be punctual for the scheduled appointment, meaning they should arrive at least 10 minutes in advance.

7.3 Reservation: A reservation for a body treatment is only valid after a reservation has been made by email to info@waerwaters.com or at the reception, and this reservation is required to benefit from the discount on the treatment. The reservation will be confirmed upon receipt of a confirmation email from Waer Waters and the registration of a guarantee, which amounts to 100% of the total cost of the treatment.

Article 8. TOWEL SUBSCRIPTION

8.1 Article 8 only applies to existing towel subscriptions. Currently, towel subscriptions are no longer sold. However, all existing towel subscriptions will remain in effect and continue.

8.2 The towel subscription is a separate paid subscription and independent of any other services that the member may subscribe to.

8.3 The towel subscription is strictly personal and can only be used by the member themselves. It is prohibited to use the towel subscription for third parties.

8.4 If abuse of the towel subscription is detected (e.g., taking towels for others), Waer Waters reserves the right to immediately terminate all subscriptions without any refund.

8.5 If the towel subscription is canceled or terminated, the member loses the right to re-subscribe to this service later.

Article 9. DIRECT DEBIT - PAYMENT

9.1 Subscription fees are paid monthly via European SEPA direct debit. The starting month is not subject to direct debit and must be paid immediately upon subscription, along with the registration fees. If the member refuses to pay the registration fees and/or the starting month immediately, Waer Waters reserves the right to refuse the subscription.

9.2 Starting from the initial period, the subscription must be paid via European SEPA direct debit. Debits are made on the 5th day of each month in favor of Waer Waters.

9.3 In case the European SEPA direct debit is not executed for any reason, the amount due becomes immediately payable. The member agrees to pay this amount immediately on-site via electronic payment. If the member pays the amount due before the 25th of the month to which it applies, no additional fees will be charged.

9.4 A second failure to execute the European SEPA direct debit in favor of Waer Waters before the 25th of the month to which it applies will result in the permanent termination of the subscription and the loss of the subscription fee and monthly rate.

9.5 In case of non-payment of arrears by the member, Waer Waters reserves the right to deny access to the complex until the arrears are fully paid

9.6 In case of late payment of the subscription, the outstanding debt will be increased by:

- i. late payment interest in accordance with Article 5 of the Law on Late Payments of August 2, 2002.

AND

- ii. fixed compensation:
 - a. 20 € if the balance is under 150 €
 - b. 30 € + 10% of the amount exceeding 150 € if the balance is between 150 € and 500 €

- c. 65 € + 5% of the amount exceeding 500 €, with a maximum of 2000 €, if the balance exceeds 500 €

For entrepreneurs, the above increases will be automatically applied without prior notice from the payment due date. For consumers, these increases will only apply after sending a free reminder and after a 14-day calendar period. The 14-day period begins from:

- i. the third business day after sending the free reminder if it is a non-electronic reminder,
- ii. the business day after sending the free reminder if it is an electronic reminder.

Article 10 ILLNESS – INJURY – SUSPENSION

10.1 Suspension with medical certificate

10.1.1 In case of illness or temporary injury, the member can benefit from a free suspension of their subscription by providing a medical certificate and written approval from Waer Waters. The suspension period can range from a minimum of one month to a maximum of six months. The medical certificate must be submitted to us within a maximum period of fourteen days from the first day of absence due to illness, as indicated in the said certificate.

10.1.2 The suspension request must be submitted by the 25th of the month at the latest and will take effect on the first day of the following month, ending on the last day of the month mentioned in the medical certificate.

10.1.3 In case of doubt regarding the authenticity of the member's illness or temporary or permanent injury, Waer Waters reserves the right to request additional documents from the member.

10.2 Suspension without Medical Certificate

10.2.1 In case of suspension without a medical certificate, an administrative fee of 15.00 € per month will be charged.

10.2.2 Suspension without a medical certificate is allowed for a minimum period of one month.

10.2.3 This suspension must be communicated in writing to info@waerwaters.com, and the request must be submitted by the 25th of the month for the suspension to take effect on the first day of the following month.

10.3 General Suspension Conditions

10.3.1 During the suspension period, all rights and obligations related to the subscription are suspended.

10.3.2 The subscription will automatically reactivate with the associated rights and obligations after the suspension period ends, unless otherwise agreed by Waer Waters. The duration of the subscription and the associated rights and obligations will be extended based on the suspension period.

Article 11. Miscellaneous

11.1 The prices used by Waer Waters include VAT. Waer Waters reserves the right to modify the prices at any time. Price changes will take effect on the first day of the month following the price notification by Waer Waters. Price changes will be communicated individually to the member if they

have provided their email address to Waer Waters. Members who do not provide their email address are asked to check for any price changes on the website www.waerwaters.com or at the reception of Waer Waters.

11.2 To ensure peace and relaxation, access to the wellness complex may be refused if the total number of visitors reaches the maximum capacity set.

11.3 Waer Waters reserves the right to close all or part of its facilities during school holidays and public holidays. Waer Waters also reserves the right to modify its opening hours temporarily or permanently. Closing days or changes in opening hours will always be announced in advance via the reception or the Waer Waters website.

11.4 Waer Waters may reserve all or part of its complex for event organizers, with access restricted to event guests. Announcements regarding events with restricted access will be communicated via the website or the reception of Waer Waters.

11.5 Waer Waters reserves the right to close all or part of its facilities for repairs or maintenance work. The unavailability of Waer Waters' facilities due to maintenance or repairs will not entitle the members to any compensation.