

## General Terms and Conditions of Jumpsquare Group

### 1. Definitions

In these general terms and conditions and all contracts and agreements entered into by JSG, the following terms shall have the following meaning:

- a. *General Terms and Conditions*: these General Terms and Conditions of Jumpsquare Group Holding, filed with the Chamber of Commerce under number 71152334;
- b. *JSG*: Jumpsquare Group Holding B.V., Chamber of Commerce no. 71152334, or any affiliated subsidiary of Jumpsquare Group Holding B.V. or franchisee affiliated with Jumpsquare Group Holding B.V., trading under the name Jumpsquare or Jump XL (possibly followed by the name of a town or city);
- c. *Jumper*: any natural person who enters one of JSG's Jumppark facilities, including - in the case of a minor - that minor's parent or legal representative, or any natural person or legal entity with whom or with which JSG directly or indirectly enters into a contract with regard to the supply of services or goods by JSG;
- d. *Jumppark*: any building occupied by JSG for the purpose of providing its services;
- e. *Contract*: any agreement under which JSG provides services or products to the Jumper;
- f. *Park rules*: the house rules of a Jumppark facility;
- g. *Prepaid 'Strippenkaart' multi-use ticket*: a prepaid ticket, which entitles a Jumper to use JSG's services the number of times specified on the card (e.g. a discounted-price card, a 10-session card);
- h. *Release and Waiver of Liability*: the declaration that each Jumper must sign before the Jumper can use the services offered by JSG (not including hospitality services) at a Jumppark facility.
- i. *Voucher*: a paper or digital voucher issued by or on behalf of JSG that represents a specific monetary value and is intended to be used to pay (in part) for the purchase of JSG's products and/or services specifically identified on the voucher.

The term Voucher may also refer to a gift card or discount coupon.

- j. *Websites*: [www.jumpsquaregroup.com](http://www.jumpsquaregroup.com) or [www.jumpsquare.com](http://www.jumpsquare.com) or [www.jumpxl.com](http://www.jumpxl.com).

### 2. Applicability

1. The General Terms and Conditions are applicable to every offer of JSG and every Contract between JSG and a Jumper, other than the hospitality services to be provided by JSG. [The Dutch Uniform Conditions for the Hotel and Catering Industry \(UVH\)](#) apply in the latter case.
2. The provisions of the General Terms and Conditions may only be deviated from expressly and in writing. In that case, the provisions that the parties have expressly agreed in writing, which differ from the General Terms and Conditions, shall apply.
3. JSG expressly rejects the applicability of the general terms and conditions of a Jumper in respect of the legal relationship between the parties.
4. In cases not provided for in the General Terms and Conditions or the Contract as such, the executive board of JSG or, if they are not present, the duty manager of JSG, shall decide.

### 3. Offer and acceptance

1. Offers made by JSG are without obligation and subject to the proviso 'while stocks last/sufficient capacity is available', unless otherwise indicated in writing.
2. Any offer made by JSG is subject to the express condition that the Jumper must sign the Release and Waiver of Liability declaration.
3. Furthermore, a Contract is formed by an offer and acceptance of that offer. If the Jumper's acceptance differs from the offer of JSG, the Contract shall not be entered into in accordance with that differing acceptance, unless JSG indicates otherwise in writing.
4. All information in an offer, on JSG's website or any other source of information, including the opening hours of a Jumppark facility and the prices charged, are subject to alteration.

The Jumper cannot derive any rights from an offer of JSG that contains an obvious error or mistake.

5. If a Jumper enters into the Contract on behalf of one or more other natural persons or a legal entity, the Jumper declares, by the act of entering into the Contract, that he is duly authorised to do so. The Jumper who signs the Contract is then jointly and severally liable, in addition to the other Jumper or Jumpers (natural person or legal entity), for all obligations ensuing from the relevant Contract. The other Jumpers, without prejudice to the joint and several liability of the Jumper with whom the contract was entered into, shall be liable only for their own part of the contract.

#### 4. JSG's services

1. JSG offers access to the services in the following forms:
  - a. single tickets;
  - b. prepaid 'Strippenkaart' multi-use tickets;
  - c. enrolment for classes/courses;
  - d. subscriptions;
  - e. package dealswhich give a Jumper access to a Jumpark facility named in the Contract.
2. Single tickets, prepaid 'Strippenkaart' multi-use tickets and packages are not personal. Enrolments for classes/courses and subscriptions are personal and in this regard JSG is entitled to request a Jumper to identify himself.
3. A single ticket is valid during the time slot selected by the Jumper at the time of purchase. If a Jumper wishes to change the time, he must submit a request to JSG in good time prior to the originally selected time slot and JSG shall endeavour to offer another time slot without obligation.
4. A 'Strippenkaart' multi-use ticket is valid for one year from the date of purchase. After expiry, JSG may demand additional payment to extend the validity period of the 'Strippenkaart' for a period to be determined at that time.

5. Specific terms and conditions, as presented on the Website, apply to each type of subscription. A subscription is entered into for at least a three-month period. Thereafter, a subscription may be cancelled or temporarily suspended, subject to the terms and conditions presented on the Website (e.g. notice period, reactivation, etc.).
6. The classes, courses and packages offered by JSG are for specific target groups. In order to participate, the Jumper must enrol and comply with the requirements set by JSG for a class, course or package (i.e. the target group, minimum age, etc.). An enrolment is not final until the registration form has been fully completed, any deposit requested by JSG has been received and JSG has confirmed the enrolment in writing.
7. If the Jumper cancels a course, any deposit paid is non-refundable. If the Jumper is unable to attend a class, JSG shall, without obligation, consider whether the missed class can be attended at a different time. Any deposit paid shall be refunded in full if JSG cancels an entire set of classes or a course. If a class (associated with a course) cannot be held, JSG shall offer an opportunity to attend the missed class at a later time, to be determined by JSG.
8. If a package applies specifically to a group of Jumpers, special group rates apply. If the minimum number of people stated in a package is not met, the normal per-person rates shall apply. The number of people in a group package can be increased, but only if there is adequate availability.
9. If a reservation for a package is not cancelled by the Jumper in good time, the Jumper who made the reservation is responsible for full payment of the agreed price.

10. A ticket, 'Strippenkaart' multi-use ticket, enrolment for classes/courses or a package may not be resold or otherwise used for commercial purposes.

#### **5. Prices**

1. All JSG's prices are in euros including VAT and per person, unless explicitly stated otherwise. The current prices are shown on the Website.
2. JSG is entitled to change the prices at any time. The price change does not affect a Contract that has already been entered into by a Jumper.

#### **6. Vouchers**

1. JSG issues Vouchers which, depending on the type of Voucher, may or may not be made available against payment.
2. A Jumper may use a Voucher as (partial) payment for the purchase of services and/or products offered by JSG that are specifically listed on the Voucher in question.
3. A Voucher may not be exchanged for cash.
4. A Voucher is valid for the period indicated on it and its validity automatically expires at the end of the stated period. After expiry of the validity period, a Jumper can no longer derive any rights from the Voucher.
5. Only the executive board of JSG may decide to extend the validity period of a Voucher. A request for extension must be made in writing by the Jumper prior to the end of the validity period.
6. A Voucher represents an amount of money. If a change in price comes into effect during the period between the purchase of the Voucher and actual use of the Voucher, any difference in price must be paid additionally.
7. JSG is entitled to refuse a Voucher on the grounds of (a reasonable suspicion of) fraud or other improper use of the Voucher. In such cases, JSG may also take legal or other action.

#### **7. Payment**

1. The Jumper must always pay in the way(s) indicated by JSG and prior to the delivery of the service or product by JSG. JSG issues an invoice for the payment.
2. In the event of a complaint about the invoice, the Jumper must indicate this immediately after payment or, if this is not possible, at most within seven days after payment.
3. If payment other than immediate cash payment of an invoice has been agreed, the invoice must be paid by the Jumper within fourteen days of the invoice date. When sending an invoice, JSG is entitled to apply a late payment surcharge of 2% of the invoice amount, which lapses if the Jumper pays the invoice on time.
4. In the event of non-payment or late payment, the Jumper is in default by operation of law, without further notice of default being required. In that case, the Jumper must pay the statutory interest on the outstanding amount and JSG shall claim the extrajudicial collection costs.

#### **8. Jumper's obligations**

1. Before participating in (or being allowed to participate in) an activity, the Jumper must take note of the contents of the Release and Waiver of Liability Declaration, sign it for approval and return it to JSG. If a Jumper fails to comply with this obligation for any reason and the Jumper is allowed entry, the Jumper is deemed to be familiar with and agree to the contents of the Release and Waiver of Liability Declaration.
2. A Jumper participating in the activities offered by JSG must be in normal physical condition and normal health. If the Jumper uses medication, suffers or has suffered from physical limitations that may affect a normal physical condition or normal health, the Jumper must report this to JSG before the start of the activity.

3. The Jumper is obliged to comply at all times with the General Terms and Conditions, the Park rules and JSG's safety regulations, as published on the Website and in each Jumppark facility, and also any directions and instructions given by JSG employees in a Jumppark facility.
  4. Each Jumper must be present at the Jumppark facility 15 minutes prior to the start of the agreed activity. If a Jumper does not arrive on time, JSG has the right to bar the Jumper from participation in this activity, unless this is unreasonable given the length of the delay and other circumstances leading to lateness. If the Jumper is late or does not show up, he may not claim a refund of the admission fee paid. Nor is JSG obliged to offer the agreed service on another date and/or at another time.
  5. The Jumper is required to provide correct information and answer relevant questions completely and truthfully.
  6. If the Jumper fails to comply with any of the obligations set out in the preceding paragraphs of this article, JSG is entitled to expel the Jumper immediately from the Jumppark facility, without any obligation to refund the amount paid by the Jumper (unless the Jumper's non-compliance does not reasonably justify this), or to pay any damage compensation to the Jumper. Furthermore, the Jumper shall be liable for any loss or harm suffered by JSG resulting from the failure to comply with any of these obligations, unless the loss or harm is not attributable to the Jumper.
2. A Jumper is not entitled to exercise the right to terminate if the distance contract provides for a specific time or period of performance, for example, if reservations have been made with JSG for a specific date and time. The law excludes such contracts from the right to terminate.
  3. A Jumper shall furthermore not be entitled to exercise the right to terminate in respect of a distance contract after its performance, if the performance thereof began with the express prior consent of the Jumper.
  4. Performance of the distance contract shall occur during the cancellation period only at the express request of the Jumper.
  5. The Jumper who exercises the right to terminate may end the distance contract by submitting a request to that effect by email to JSG. As soon as possible after JSG has been informed of the Jumper's intention to terminate the distance contract, and provided the conditions of this Article have been met, JSG shall confirm the termination by email.
  6. When exercising the right to terminate after a request in accordance with the provisions of paragraph 4, the Jumper owes JSG an amount proportional to that part of the agreed performance which may have been fulfilled by JSG at the time of exercising the right to terminate, in relation to full performance. The proportionate amount to be paid by the consumer to JSG shall be calculated on the basis of the total price that was expressly agreed.

#### **9. Dissolution under the Distance Selling Act**

1. Only if and insofar as a Jumper, as a consumer, is entitled under the Distance Selling Act to exercise the right to terminate, the Jumper may terminate the distance contract at any time during a period of 14 days after its formation, without giving any reason.

#### **10. Cancellation**

1. Cancellation of a Contract entered into online is not possible, other than subject to the provisions of Article 9 of the General Terms and Conditions.
2. If a reservation has been made by a Jumper for a group and the group of Jumpers in question does not arrive on time, JSG may deny the group of Jumpers access to the activity for which they made a reservation.

In that case JSG is entitled to recover from the Jumper(s) the total amount owed pursuant to the reservation, in accordance with the provisions of Article 3, paragraph 5 of the General Terms and Conditions.

3. In cases where a reservation for a group has been not been made online, the following applies to cancellation of the reservation:
  - a. If cancelled within 14 days to 48 hours before the reserved time of the activity: 50% of the amount due pursuant to the reservation is due from the Jumper;
  - b. If cancelled within 48 hours before the reserved time of the activity: 100% of the amount due pursuant to the reservation is due from the Jumper.

#### **11. Force majeure**

1. JSG is not obliged to fulfil any obligation pursuant to the Contract if JSG is prevented from doing so as a result of force majeure.
2. In addition to what is understood in this regard under the law and in case law, force majeure shall include: non-availability of JSG's employees due to illness or strikes, government measures, fire, flooding, electricity outages, vandalism, armed conflict or terrorism.
3. JSG is entitled to postpone or cancel any activity agreed with a Jumper. If the situation of force majeure makes performance of the contract permanently impossible, the parties are entitled to dissolve the contract with immediate effect. A permanent inability to perform does not exist if another date and time is available for the activity and the Jumper can reasonably demand a firm commitment in that respect.
4. If JSG has already partially fulfilled the obligations at the start of the situation of force majeure, or can only partially fulfil them,

JSG is entitled to charge the part of the contract that has already been performed, or the part that can be performed, to the Jumper separately as if that part were an independent contract.

5. Loss or harm caused by force majeure, other than a refund or price waiver for the part of the contract affected by force majeure, is never eligible for compensation.

#### **12. Privacy**

1. JSG processes the personal data of the Jumper within the framework of the valid laws and regulations on the protection of privacy, in particular the General Data Protection Regulation (AVG), in a manner and for the purposes as further detailed in the [Privacy Statement](#).

#### **13. Complaints**

1. Complaints must be made in writing to JSG within eight days of the date of the activity that is the subject of the Jumper's complaint, or within eight days of discovery of the deficiency, if the Jumper demonstrates that he could not reasonably have discovered the deficiency earlier.
2. A complaint does not suspend any payment obligation on the part of the Jumper.
3. JSG shall address the complaint within fifteen days of receipt. JSG has the option, if it deems the complaint to be justified, to again fulfil the obligations that are the subject of the complaint.
4. If the Jumper does not submit the complaint in a timely manner or does not cooperate in the complaint handling process, JSG shall no longer handle the Jumper's complaint and the Jumper's rights in this regard shall expire.

#### **14. Liability, indemnification**

1. Except for the scope of liability specified in this provision, JSG is not liable for any loss or harm.

2. Without prejudice to the provisions of the General Terms and Conditions, JSG is not liable for any loss or harm associated with any inaccuracy or incompleteness in the data supplied by the Jumper to JSG or its employees, any other deficiency in the fulfilment of the Jumper's obligations pursuant to the law or the contract, or any other circumstance which cannot be attributed to JSG.
3. The Jumper understands and accepts that participation in the activities offered at a Jumpark facility may involve risks to health that can result in damage to property and/or bodily injury. Other than in the case of intent or deliberate recklessness on the part of JSG, JSG is not liable for damage to the health of the Jumper, or damage to the Jumper's property, or bodily injury suffered by the Jumper.
4. JSG's liability is at all times limited to a maximum of the invoice value of the contract, or at least to that part of the contract to which JSG's liability relates. If the harm or loss for which JSG is liable in respect of the Jumper is apparently disproportionate to the invoice value of the contract, JSG's liability shall at all events be limited to a maximum of the amount actually paid out in the case concerned under JSG's liability insurance policy.
5. JSG is never be liable for:
  - a) indirect harm or loss, trading losses or consequential damage suffered by the Jumper;
  - b) for harm or loss suffered by the Jumper or third parties, which are the result of information provided by the Jumper that is incorrect or incomplete;
  - c) failure to perform the activities in a timely manner, if the Jumper has not met, or only belatedly met, his obligations under a contract and the General Terms and Conditions.
6. If JSG is liable in respect of the Jumper for any harm or loss, JSG is at all times entitled to remedy such harm or loss, if possible and to the extent possible. The Jumper must give JSG the opportunity to do so, failing which any liability on the part of JSG in this respect shall lapse.
7. Other than in the case of intent or deliberate recklessness on the part of JSG, the Jumper indemnifies JSG against all claims by third parties, on any account whatsoever, in respect of compensation of loss or harm, costs or interests in connection with the performance of the contract.
8. The Jumper is liable for all loss or harm attributable to him in connection with the use at his premises of the materials and other property of JSG, or of third parties, as made available by JSG. The Jumper with whom the contract is entered into is jointly and severally liable for the harm or loss caused by other Jumpers accompanying him, or participating in activities in a Jumpark under his supervision and direction. The Jumper is responsible for arranging insurance to cover said loss or harm.
9. All (legal) claims against JSG lapse one year after participation in an activity of JSG during which the harm or loss was suffered. Notwithstanding the previous sentence, a limitation period of two years applies in respect of legal claims and defences involving compensation to consumers that are based on facts which would justify the assertion that a consumer purchase is not in conformity with the contract.
10. The limitations referred to in this provision cease to apply if and insofar as the harm or loss is the result of intent or deliberate recklessness on the part of JSG's management.
11. The liability limitation clauses and indemnification clauses also apply to employees and third parties engaged by JSG.

### **15. Employment of Third Parties**

1. JSG has the right to have third parties perform all or part of a contract, in which case the General Terms and Conditions also apply to the third parties engaged by JSG.

### **16. Expiry period**

1. Without prejudice to the Jumper's obligation to complain in a timely manner about deficiencies in the performance of a Contract by JSG, the Jumper's claims in respect of a Contract lapse one year after they arise under the valid laws or regulations.

### **17. Applicable law, competent court**

1. The legal relationship between the Jumper and JSG is governed by Dutch law.
2. The competent court in the district in which the specific Jumppark facility involved in the dispute is located is authorised to settle any dispute between JSG and the Jumper.

's-Hertogenbosch, August 2022