

General Terms and Conditions of Sup Sup Club B.V.

Article 1 - Definitions

Participant: Anyone who enters into an agreement with Sup Sup Club, including those who use a sup rented by the Participant, and/or if the Participant rents several sups for others, these other users.

Sup Sup Club: Sup Sup Club B.V., the private limited liability Sup Sup, with its registered office in Amsterdam and place of business at Zandhoek 22, (1013KT) Amsterdam, registered with the Amsterdam Chamber of Commerce under number 81205309.

Participant Agreement: The agreement concluded between the Participant and Sup Sup Club via the website, whereby these General Terms and Conditions are accepted, or when the Participant has made use of Sup Sup Club's facilities.

Personal data: All data provided by the Participant to Sup Sup Club as shown in the Participant Agreement.

Article 2: Applicability

2.1 These General Terms and Conditions apply to all legal relationships between Sup Sup Club and each Participant. The Participant's General Terms and Conditions do not apply.

2.2 All clauses in these General Terms and Conditions have also been drafted for the benefit of all Sup Sup Club directors and all persons working for and/or engaged by Sup Sup Club.

2.3 Deviations from these General Terms and Conditions are only valid if expressly agreed upon in writing.

Article 3 Participation Agreement

3.1 The Participant Agreement between the Participant and the Sup Sup Club is concluded at the moment that (a) the Participant has provided all requested information as shown in the registration form on the website, has accepted the General Terms and Conditions, and has made payment; or (b) the Participant has made use of the Sup Sup Club's facilities. If casual rental (*losse verhuur*) is involved, the Participant Agreement shall end automatically after the rental period.

3.2 The General Terms and Conditions and the Participant Agreement together constitute the complete representation of the rights and obligations of the Sup Sup Club and the Participant, and replace all previous written and oral announcements, agreements, and other correspondence.

3.3 The Participant must ensure that all information, which the Sup Sup Club deems desirable or which the Participant should reasonably understand to be necessary for the execution of the Participation Agreement, is provided to the Sup Sup Club in a timely manner.

3.4 The Participant Agreement is personal, and the Participant is not entitled to transfer the rights and obligations arising from the Participant Agreement concluded under these General Terms and Conditions, in whole or in part, to third parties.

3.5 If the Participant decides to purchase a new or additional product from the Sup Club, the terms of the Participant Agreement and these General Terms and Conditions shall continue to apply in full unless expressly agreed otherwise in writing.

3.6 Sup Sup Club is entitled to unilaterally amend these General Terms and Conditions.

3.7 The minimum age to independently rent a SUPboard, buy a strip card, or take out a subscription is 18+.

3.8. The use of SUPs by children under the age of 18 is only allowed under the supervision of at least one experienced swimmer who is 18 years or older, where that experienced swimmer holds at least a swimming diploma B or the foreign equivalent thereof.

Article 4 The Participant

The Participant meets the following requirements:

- The Participant(s) have a swimming diploma A (or its foreign equivalent); and
- The Participant(s) are fit and healthy.

Sup Club always reserves the right to refuse Participant(s), without giving reasons.

Article 5 Prices and payment

5.1 The fees for both casual rental (*losse verhuur*) of the Sup Sup Club's facilities must be paid to the Sup Sup Club before use.

5.2 Sup Sup Club reserves the right to adjust and modify its prices and rates.

Article 6 Registration and Cancellation of Rentals/Lessons

6.1 The Participant must register through the designated online registration system prior to renting a SUPboard or taking a lesson. Without registration, it is not possible to participate in a lesson or rent a SUPboard.

6.2 After a booking has been made, the Participant cannot cancel and incurred costs will not be refunded.

Article 7 Risk and Liability

7.1 Sup Sup Club is only responsible for renting out high-quality SUPboards and paddles. Therefore, Sup Sup Club is liable only if there is something wrong with these SUPboards or paddles. Before going on the water, the Participant should check whether the equipment is free of defects. If there is something wrong, the Participant should contact Sup Sup Club before going on the water. Sup Sup Club will then provide new equipment as soon as possible. Sup Sup Club's liability for failure to fulfill its obligations under this Agreement is limited to the amount paid out by the insurer. This limitation does not apply if the damage is the result of gross negligence or intent (*grove schuld of opzet*) of one of Sup Sup Club's statutory directors.

7.2 The use of the Sup Sup Club's facilities for any activity is entirely at the Participant's own risk and expense. The Participant acknowledges that supping involves the risk of falling into (cold) water and possible risks to the Participant and their property. The Participant also acknowledges and is aware that when renting or using a SUPboard - in case of rental - there is no guidance from Sup Sup Club at

the rental location. The Participant indemnifies (*vrijwaart*) Sup Sup Club against any liability for any form of damage or injury and expressly acknowledges the possible consequences of supping.

7.3 If a Participant rents SUPs for multiple Participants, the registering Participant is fully responsible and liable for any damage caused by his or her fellow Participant(s). The registering Participant also guarantees that the other Participant(s) comply with the requirements mentioned in Article 4 or Article 3.8. Therefore, the registering Participant indemnifies Sup Sup Club against any claims by the fellow Participants.

7.4 If the Participant is taking part in a lesson or event, they are obliged to report any injuries, illnesses, or physical ailments, as well as provide any information necessary for the performance of exercises to the trainer before, during, and after the training. The Participant is responsible for reporting this information. The Participant who registers also indemnifies (*vrijwaart*) Sup Sup Club against claims from fellow Participants.

7.5 Neither Sup Sup Club nor its employees are liable for any material or immaterial damage resulting from an accident or injury to the Participant or third parties.

7.6 Sup Sup Club and its employees are not responsible for any damage, loss, or theft of property belonging to the Participant or third parties.

7.7 The Participant is liable for any damage caused to Sup Sup Club's property if the damage is a result of negligence or fault (*nalatigheid en/of schuld*) on the Participant's part.

7.8 The exclusions and limitations of liability set out in this Article also apply to and are stipulated for the benefit of Sup Sup Club's subordinates and any other persons whose assistance Sup Sup Club utilizes in the execution of the Participant's Agreement.

Article 8 Personal data and privacy policy

8.1 The Participant is aware that he/she provides certain personal data to the Sup Sup Club, including name, age, address, and email address.

8.2 Any processing of personal data by the Sup Sup Club is done in accordance with the General Data Protection Regulation and its privacy policy, which can be found at www.supsupclub.com.

Article 9 Applicable law and competent court

9.1 These General Terms and Conditions are effective from April 1st, 2023.

9.2 In the event that any provision in these General Terms and Conditions is null and void or annulled, this shall not affect the validity of the other provisions. The Sup Club and Participant will then consult to agree on new provisions to replace the void or nullified provisions, taking into account the purpose and purport of the original provision as much as possible.

9.3 Every legal relationship with the Sup Sup Club is governed by Dutch law. All disputes between the Participant and Sup Sup Club that may arise as a result of or in connection with the Agreement shall be settled exclusively by the competent court in Amsterdam.

