

GENERAL CONDITIONS OF USE OF THE WEB SITE/APP

1. Identification of the owner of the website/app

For the purposes of these conditions, the entity responsible for and managing the website/app, as well as the entity in charge of managing and coordinating DiR Clubs is Gestora Clubs DiR, S.L., with registered address at Carrer Indústria, 90-92, 08025 Barcelona, CIF B-62849146, registered in the Barcelona Mercantile Register, volume 34,506, folio 184, page B-248,890. With the following contacts: telephone 93 450 48 18, fax 93 450 09 36, and also accessible from the URL addresses www.dir.cat, www.dir.es and www.dirfitness.es. Hereinafter, DiR.

2. Purpose and acceptance by the User

The purpose of these general conditions is to regulate access to and use of the website <https://padel.dir.cat> and the Padel DiR app.

Some services of the website/app may be subject to specific conditions, regulations and rules that, if applicable, replace, complement and/or modify these conditions, of which the User will be informed in each specific case.

The user by accessing the website/app is subject to and accepts these general conditions as well as other legal notices, if any, may be on this website/app at any time.

3. Access and use of the website/app

Access to and use of the website/app is free of charge for users and does not require prior user registration in general. However, access to and use of certain information and services offered through the website/app can only be made after user registration.

In the case of user registration through identifiers and passwords, both the identifier and the password will belong exclusively to the person to whom they are granted. The user shall maintain under his exclusive responsibility both the identifier and the password in the strictest and absolute confidentiality and shall assume, therefore, all damages and consequences of any kind arising from the breach or disclosure of secrecy.

Users are obliged not to misuse the website/app or carry out activities contrary to the law, morality, public order, good faith and, in general, contrary to these general terms and conditions.

DiR reserves the right to deny or withdraw access to the website/app and/or services contained therein at any time and without prior notice to any user who does not comply with the provisions of these conditions and, in particular, with the provisions of the previous paragraph.

4. Intellectual and industrial property

All contents of the website/app, including, but not limited to, information, data, text, photographs, graphics, other audiovisual or sound content, databases, designs, source codes, technology, software, navigation structures and other telematic services or products are the exclusive property of DiR, unless otherwise indicated, for the entire world and for the entire legal life of the same.

All distinctive signs, such as trademarks, commercial names or distinctive signs that appear on the website/app are protected by current legislation on trademarks and are the exclusive property of DiR. For this reason, users may not make any reproduction, communication, exploitation or use, unless they have the prior written consent of the owner of said signs. Certain contents of the website/app belong to their respective authors and are used by virtue of the corresponding license or authorization.

By publishing content on the website/app in the sections that may be enabled for this purpose, such as videos, photographs or comments, the user grants DiR a license over the intellectual

and/or industrial property rights that may correspond to such content. Said license is non-exclusive and covers all rights and methods of exploitation of said content for the entire world and throughout its legal life, without receiving any remuneration whatsoever. By providing the contents in the sense indicated in this paragraph, the user guarantees that he/she is not violating any third party rights or infringing any legal or regulatory provision. Therefore, DiR shall not be held responsible for possible infringements of intellectual and/or industrial property rights of third parties caused by contents provided by third parties. Likewise, DiR shall not be liable for any damage or harm to persons or property caused by the opinions, ideas or recommendations expressed in the contents published by users on the website/app.

5. Ethics and responsibility arising from the user's use of the Internet and the website/app

The user undertakes to use the information and services contained on the website/app exclusively for his/her own needs and not to directly or indirectly carry out any commercial or professional exploitation of the services to which he/she has access or of the results obtained through the use of the website/app, unless he/she has obtained DiR's express consent. The user is obliged not to use the facilities and capabilities of the website/app to carry out or suggest activities prohibited by law or to attempt to attract users to other competing services.

DiR shall in no case be held responsible for the use of the website/app by the user. Users shall refrain from any conduct in the use of the website/app or the resources made available to them that infringes the intellectual or industrial property rights of DiR or third parties, that violates or transgresses the honour, personal or family privacy or image of third parties, or that is illicit or immoral.

Users shall refrain from using any means to destroy, alter, disable or damage data, programs or electronic documents owned by DiR, as well as from introducing or disseminating programs, viruses, mini-applications or any physical or electronic instrument that causes or is likely to cause any type of alteration to the Network, the system or third party equipment. It is expressly forbidden to delete, modify the e-mail messages of other users, send mass mailings, for commercial or advertising purposes, as well as to develop any type of activity or practice that transgresses the principles of good conduct generally accepted among Internet users.

6. Links

The website/app may contain links to other websites operated by individuals or legal entities other than DiR. In these cases, DiR acts as an intermediary service provider and shall only be responsible for the contents and services of the linked websites to the extent that it has actual knowledge of the unlawfulness of the contents and services of these websites and has not deactivated the link with due diligence.

If anyone wishes to establish a link to the website/app, they must obtain prior written authorization from DiR. Under no circumstances shall links to websites with illicit information or content or content that is contrary to morality, public order or generally accepted social norms be authorized. Authorized links may only direct the user to the Website's homepage. Deep linking, i.e. links to any of the Website's pages without having accessed it through the homepage, is prohibited.

7. Applicable law

The present general conditions and the rest of the conditions established in the app website are subject to the Spanish legal system.

In case of disagreement or dispute between the parties, they agree to submit, at their free choice, and waiving any other jurisdiction or jurisdiction to which they may have rights, to the courts and tribunals of the city corresponding to the domicile of the User.