

FACTORY 4 | MEMBERSHIP APPLICATION FORM

1. PERSONAL INFORMATION

Gender: ☐ Female ☐ Male ☐ Diverse

Name: _____ Surname: _____

Date of Birth: _____ Nationality: _____

Address: _____ City: _____

Postcode: _____ Country: _____

Phone Number: _____ Email: _____

Company: _____ Newsletter: ☐ Yes ☐ No

Fitness Goals:

- | | | | |
|--|---|------------------------------------|--|
| ☐ Group Fitness | ☐ Weight Lifting | ☐ Cross Fit | ☐ Resistance Training |
| ☐ Body Forming | ☐ Wellness | ☐ Nutrition | ☐ Mobility |

2. MEMBERSHIP TYPE

- | | | |
|--|--|--|
| ☐ 6 Months (135 Euros / Month) | ☐ 12 Months (125 Euros / Month) | ☐ Student (<30 years) |
| ☐ Corporate (35 Euros Reduction from 6 & 12 months plans) | | ☐ Promo |

3. SEPA DIRECT DEBIT MANDATE

Creditor Identification: LU02ZZZ000000000LU26153856

Mandate Reference: _____

Bank Account Owner: _____

I the undersigned: _____

Surname: _____

Address: _____

City: _____

Country: _____

Name of the Bank: _____

IBAN: _____

BIC: _____

Date: _____

Signature: _____

Holder of the subscription, if different from the holder of the bank account:

Last name and first name: _____

By signing this form, you authorize the creditor to send instructions to your bank to debit your account and your bank to debit your account in accordance with the creditor's instructions. You will be entitled to a refund from your bank under the terms and conditions described in your agreement with your bank. All requests for refunds must be made within 8 weeks of the date your account is debited.

4. PAYMENT DETAILS

Payment Method:

- ☐ Cash ☐ Domiciliation

Fees:

- ☐ Registration Fee: 49 Euros
☐ Administration Fee: 19 Euros
☐ Starter Package: 95 Euros

Down Payment: _____

Monthly Payment: _____

Total: _____

Start Day: _____

5. REFERRAL

How did you hear about us?

- ☐ Google / Social Media
☐ Friend: _____

NOTE / REMARKS

Date and Signature of the client:

Date and Signature of Factory4:



By signing this document, you acknowledge that you have read and understood the internal rules of the hall and the privacy policy and that you accept the general conditions attached as annexes.

FACTORY 4 FITNEss CLUB // 4 - 6 RUE FRANÇOIS HOGENBERG L-1735 LUXEMBOURG - GASPERICH // Tél.: 00352 27 12 37 // FAX : 00352 27 12 37 99 // WWW.FACTORY4.LU BANQUE : BGL
BNP PARIBAS // COMPTE : LU95 0030 8856 3256 0000 // SWIFT : BGLLLULL // TVA : LU26153856

GENERAL TERMS AND CONDITIONS OF THE MEMBERSHIP CONTRACT

1. General Provisions

1.1. The purpose of this contract is to define the conditions under which a member (hereinafter referred to as the "Member") may use the premises, equipment, and services of Factory 4 SA (hereinafter referred to as "Factory 4"), located in Gasperich at 4 rue Hogenberg L-1735 Luxembourg. The purpose of the facilities is to allow the Member to engage in fitness and other sports activities available during the specific hours and under the conditions posted at the entrance of the fitness center.

2. Duration

2.1. The right to use the fitness center begins on the date the subscription is purchased and lasts for its specified duration.

2.2. The subscription taken out by the Member includes a minimum commitment period, the duration of which is indicated on the membership form. During this commitment period, the Member is required to pay all monthly installments due, except in cases of termination expressly provided for in Articles 6 and 7 hereof. Upon expiration of the minimum commitment period, the subscription is automatically extended on a month-to-month basis. The Member is expressly informed of this automatic monthly renewal upon signing these terms.

2.3. All subscriptions are tacitly extended for periods of one month. Naturally, the Member has the option to object to this renewal. Termination or non-renewal can only occur at the end of a month, and the registered letter or termination form completed at reception must reach Factory 4 before the end of the month preceding the month of termination (for example: at the latest by August 31 for a requested termination on September 30).

2.4. Factory 4 reserves the right to modify rates and/or the general terms and conditions of the contract, particularly in the event of changes in operating costs, legislative or regulatory modifications, or changes in market conditions. The Member will be informed by Factory 4 of the new conditions at least one month before the expiration of their current subscription. The new conditions will take effect upon renewal.

3. Subscription Fees

3.1. The subscription is paid every month in advance by European SEPA direct debit, except for the first month of the subscription. The first month must be paid at the club, along with the basic fee (entry fee and administrative costs), upon purchasing the subscription. Factory 4 also offers its members the option to pay the full subscription amount in a single installment for the intended duration of the subscription. In this case, no monthly SEPA direct debit will be required.

3.2. If a monthly direct debit payment is rejected by the bank, Factory 4 reserves the right to charge an amount of €5.00 to cover administrative costs incurred for each recovery. Factory 4 also reserves the right to collect arrears and administrative fees via direct debit.

3.3. In the event of non-payment beyond 2 months, the amounts due until the contract's expiry date will become immediately payable, regardless of the planned payment method, and Factory 4 may initiate debt recovery proceedings. As soon as non-payment is noted, the Member will no longer be able to use Factory 4's services and equipment until full payment of all amounts due.

3.4. Factory 4 offers various types of discounts on its subscriptions. Discounts cannot be combined, and only one discount will be granted per subscription. The Member is required to prove eligibility for a discount and must immediately notify Factory 4 of any circumstances that may affect their entitlement to it. Proof of eligibility for a discount must be presented at Factory 4's first request. If a Member fails to produce the required supporting documents within 14 days of Factory 4's request, the discount will be automatically removed and the normal rate will be charged. Discounts do not apply retroactively.

3.5. Promotional offers and rates are exclusively reserved for new Members subscribing to their first membership, as well as former Members whose contracts were previously terminated, provided that a minimum period of six (6) months has elapsed between the effective date of termination of the previous contract and the date of subscription to the new membership. Under no circumstances may a Member with an ongoing contract—whether during the minimum commitment period or during an automatic monthly renewal period—claim the benefit of a promotional offer or obtain a price reduction on their current subscription. When a promotional offer or rate is granted, the duration of this benefit is that indicated on the membership form (generally 6 or 12 months from the start date of the subscription). Upon expiration of this duration, the regular rate applicable to the chosen plan applies automatically, without requiring a new contract or additional prior notice from Factory 4, the Member being deemed informed of this expiry upon signing these terms. Promotional offers cannot be combined with each other or with other discounts provided for in this article.

3.6. All prices include VAT. Factory 4 reserves the right to adjust its prices at any time in the event of a change in the VAT rate.

3.7. Indexation and Revision of the Subscription Fee:

3.7.1. The subscription fee is automatically indexed to the inflation rate, calculated from the National Consumer Price Index (IPCN) published by STATEC (National Institute of Statistics and Economic Studies of the Grand Duchy of Luxembourg). The subscription is revised as soon as the cumulative variation of the IPCN reaches 2.5% relative to the last revaluation. If this threshold is not reached during the year, the subscription may be revaluated on January 1st of the following year. For each revaluation, the index taken into account is that published by STATEC for the month preceding the revision date. The new price is calculated according to the following formula:

New Price = Current Price × (Revaluation Index / Last Revaluation Index), where:

- "Current Price" designates the subscription amount prior to revision;
- "Revaluation Index" designates the IPCN published for the month preceding the revision;
- "Last Revaluation Index" designates the IPCN used during the last revision.

3.7.2. Indexation applies to all active subscriptions upon expiration of the minimum commitment period, including long-term contracts, unless they have been fully paid in advance. For subscriptions subject to a minimum period, indexation will be applied on the first day of the month following the expiration of that period to catch up on any IPCN variation that occurred during the minimum period (catch-up mechanism).

3.7.3. In the event of an index decrease, no adjustment will be made.

3.7.4. Indexation constitutes an automatic and objective mechanism resulting exclusively from the variation of an official public index. It applies as of right and is distinct from the unilateral modification right provided for in Article 2.3. The Member cannot object to indexation nor invoke it as grounds for termination.

3.7.5. The reference index is the National Consumer Price Index (IPCN) published by STATEC (National Institute of Statistics and Economic Studies of the Grand Duchy of Luxembourg). The index considered for each revaluation is that published by STATEC for the month preceding the revaluation date.

4. Personal Data Processing

4.1. Factory 4 collects and processes the Member's personal data in accordance with its privacy policy, which forms an integral part of these general terms and conditions. This policy can be consulted at any time on Factory 4's website ([Politique de confidentialité | Factory 4](#)) and is available upon request at the club reception desk. The Member acknowledges having read said privacy policy prior to signing this contract.

5. Membership Card

5.1. After signing the contract, the Member is provided with one or more means of identification and access to the club, such as a membership card, a QR code accessible via Factory 4's mobile app, or any other device implemented by Factory 4 (hereinafter individually or collectively the "Access Device"). Any Access Device remains the exclusive property of Factory 4 and is strictly personal to the Member.

5.2. Subscriptions are strictly personal and cannot be assigned or transferred. The same applies to the Access Device, the use of which by a third party is strictly prohibited.

5.3. Access to the club is only permitted upon presentation or use of a valid Access Device.

5.4. Factory 4 reserves the right to refuse access to the club to a Member, or even to deactivate or cancel any Access Device without refund in the event of abuse (for example, lending to a third party or impersonation).

5.5. The loss, theft, or damage of a physical Access Device issued by Factory 4, such as the membership card, must be reported immediately to Factory 4. Replacement of such a device will incur a charge of €19.00 to the Member.

6. End or Termination of Subscription

6.1. By way of derogation from Article 2, a member may terminate their subscription with 1 month's notice in the following two situations:

6.1.1. For medical reasons permanently preventing sports practice and certified by a medical certificate (issued by a doctor).

6.1.2. For reasons of relocation of the Member's residence or professional address (whichever is geographically closer to the club) to a new address more than 15 km away, upon providing proof of address change.

6.2. All terminations and requests must always be addressed in writing to Factory 4, 4-6 rue François Hogenberg L-1735 Luxembourg. Otherwise, the subscription will be maintained under the agreed conditions. For terminations and to avoid misunderstandings, we suggest completing the form provided for this purpose available at reception.

6.3. Any reason or method of termination other than those expressly provided for in Articles 6.1 and 6.2 by the Member (such as a unilateral cessation of monthly direct debit payments) constitutes an early breach of contract. In this case, the remaining monthly installments due until the end of the minimum commitment period, less monthly installments already collected by Factory 4, become immediately due as liquidated damages. This compensation is calculated based on the regular rate applicable to the subscribed plan, excluding any discount or promotional offer from which the Member benefited. If the Member does not voluntarily pay these amounts due, Factory 4 may engage a collection agency to collect the debt.

6.4. If the Member fails to comply with these general terms and conditions or internal rules posted in the club, Factory 4 may terminate the Member's subscription contract, deactivate or withdraw their Access Device, or suspend their access to the club. Termination by Factory 4 under this article does not in any way constitute a waiver by Factory 4 of recovering remaining amounts owed by the Member under their subscription contract, including overdue unpaid installments as well as, if applicable, installments remaining through the end of the minimum commitment period, which remain fully payable.

7. Temporary Suspension

7.1. In case of illness/injury/pregnancy resulting in a specifically stated inability to practice sports for more than one month, supporting documentation must be presented at reception, where a suspension form will be provided. The suspension will begin on the 01st of the month following the date of signing the suspension form and will last until the end of the period specified in the certificate. The period during which the subscription is suspended will not count toward the minimum commitment period specified in the contract.

7.2. During this period, the member will not have access to Factory 4's facilities. Upon expiration of the medical certificate, the subscription automatically resumes without notice for the remainder of the originally planned duration. The Member bears full responsibility for resuming their subscription. Suspensions are under no circumstances retroactive, and amounts already paid will remain credited to Factory 4.

8. Time-Stop

8.1. For any one-year subscription, the member may benefit from up to one month of extension on their subscription in the event of taking a vacation. To do so, 2 weeks prior to departure, they must inform Factory 4 by email or registered mail specifying their absence dates. The request must be made all at once for a maximum duration of 4 weeks during the 12 months. The extension will be reflected by non-collection of subscription

fees for a period of one to four weeks maximum at the end of the 12-month period. The member also has the option to allow a relative access to the club during the vacation period, in which case no compensation will be claimed by the member.

9. Opening Hours

9.1. Factory 4 reserves the right to close the club fully (or partially) on public holidays (excluding regular Sundays) or to perform necessary repair and maintenance work. Except in emergencies, maintenance will be scheduled during school holidays.

9.2. Factory 4 reserves the right to temporarily or permanently modify the club's opening hours. In the event of a significant change thus defined, the Member may terminate their subscription under the conditions set forth in Article 6.2. A significant change within the meaning of this article is defined as any modification resulting in a difference of at least two (2) hours compared to the opening or closing hours in effect on the date of subscription purchase or, if applicable, the date of the last renewal.

10. Duty to Inform

10.1. Any change in the Member's personal circumstances (e.g., contact or bank details, loss or theft of card) must be communicated directly in writing to the club (email or letter).

10.2. If these changes are not communicated (in a timely manner), any resulting financial consequences for Factory 4 will be billed to the Member.

11. Liability

11.1. Facilities, equipment, and services accessible to the Member comply with applicable standards and are regularly maintained. However, access or use may, by its very nature or due to the Member's inexperience, cause harm. It is up to each member to (1) strictly comply with internal rules and posted instructions in the club, (2) inform themselves independently about the risks associated with improper use of facilities, equipment, and services or sports practice unsuited to their condition, and (3) request personal training services or medical advice where appropriate.

11.2. Factory 4 disclaims all liability toward its members or third parties except in cases of willful misconduct or gross negligence by Factory 4 or one of its employees.

11.3. The Member alone assumes responsibility for personal accidents that may affect them, as well as responsibility for their personal belongings. Factory 4 and its employees cannot under any circumstances be held liable for loss, damage, or theft of property on the club premises.

12. House Rules / Internal Regulations

12.1. The Member acknowledges that internal regulations apply within Factory 4. These house rules are available at the club and can be obtained upon request at reception. The Member is required to comply with these internal regulations.

12.2. Factory 4 reserves the right to refuse or prohibit access to the club to any member whose behavior violates the house rules and, more generally, the spirit of the club (courtesy, cleanliness, etc.).

13. Group Classes and Bookings

13.1. Factory 4 offers group classes, some of which are included in the subscription and others subject to an additional fee, booking for which is conducted exclusively via the mobile app provided by Factory 4. By accessing the app and placing a booking, the Member acknowledges having read and accepted the booking, cancellation, and no-show conditions applicable to group classes as set out in the app.

13.2. The Member agrees to abide by the booking, cancellation, and attendance rules for group classes as defined in the app. In the event of repeated non-compliance with these rules, particularly in cases of no-show, Factory 4 reserves the right to temporarily restrict the Member's ability to book group classes, according to terms specified in the app.

13.3. Paid class sessions purchased in advance by the Member must be used within the validity period stated at the time of purchase. Upon expiration of this period, unused sessions are permanently forfeited and give no entitlement to refund, postponement, or compensation of any kind.

14. Miscellaneous Provisions

14.1. Any amendment to this agreement between the Member and Factory 4 must be made in writing. Proof of identity will be required upon registration.

14.2. Anyone who registers online may withdraw from their registration without financial penalty and without giving any reason within 14 working days following registration.

14.3. This contract is governed by Luxembourg law, and all disputes relating to its conclusion and execution fall under the jurisdiction of the Luxembourg courts.