

# PUREGYM'S MEMBERSHIP TERMS

## 1. GENERAL

The following membership terms (hereinafter the Membership Terms) apply to memberships with Pure Gym Denmark A/S, Torveporten 2, 2500 Valby, CVR no. 25652991 (hereinafter PG). Agreements regarding membership entered at PG's centres and via PG's digital channels (internet/app) are concluded between a private person (hereinafter the Member) and PG. In addition to these Membership Terms, the Member is also bound by the specific terms and rules applicable at any time, as referred to in these Membership Terms. Such specific terms and rules constitute an integrated, inseparable part of the Membership Terms.

## 2. PUREGYM MEMBERSHIP

### 2.1 TERMS FOR SETTING UP MEMBERSHIP

When establishing the membership, the Member must provide their name, address, email address, Danish phone number, registration no., account/card number and civil registration number (CPR). If contact or bank/card details are subsequently changed, PG must be notified immediately. It is the Member's responsibility to ensure that PG always has the Member's correct contact information.

Upon registration or collection of a membership card, PG will take a photograph of the Member, which will be stored by PG together with the Member's other personal data. The purpose is verification in connection with access control to PureGym centres. If a Member does not wish to have a photo taken, a separate solution is established whereby the Member undertakes to verify their identity using photo ID when the Member trains or otherwise uses their membership card.

If you do not wish to provide your CPR number for verification, an ongoing subscription cannot be created, and you must enter into a cash membership agreement.

### 2.2 MEMBERSHIP TYPES

A summary of PG's current membership types and the special terms, rules, add-ons and additional services for the individual membership types can be found here: <https://www.puregym.dk/medlemskaber-betingelser>.

Membership is personal and may not be used by anyone other than the Member. The membership gives the Member access to use the equipment and services covered by the membership type.

The membership can be used from the agreed start date, which appears on the purchase receipt.

#### **2.2.1 STUDENT MEMBERSHIP**

Students enrolled on a student campaign pay the monthly price and are subject to the applicable terms as stated at the time of subscription. It is a condition for this price that the Member can present valid student documentation at registration and once a year thereafter.

When the conditions for membership on a student campaign expire, the membership is converted without notice to the price applicable at that time and continues until the Member terminates the membership.

Student campaigns only apply to persons aged between 18 and 29. If the Member turns 30 during the student-membership period, the discount lapses and the membership is converted to the price applicable at that time for persons over 30.

Student campaigns will only be offered in selected centres and for limited periods. PG's other membership terms are also applicable to members on a Student campaign.

#### **2.3 LEGAL INCAPACITY AND AGE REQUIREMENTS**

If the Member is under 18 years of age or legally incapacitated, in order to set up a membership, the Member must appear at a PG centre with their guardian or use a digital solution designated by PG. In connection with registration at a PG centre, both parties must bring valid photo identification. The guardian guarantees that the minor complies with these Membership Terms and is liable for any claim PG may have against the Member pursuant to the membership and these Membership Terms.

If the Member does not comply with the Membership Terms and House Rules, the guardian will be obliged under the applicable rules to pay fines or other fees.

The minimum age for training at PG, regardless of the guardian's consent, is 14 years. PG reserves the right to adjust this age limit without notice.

#### **2.4 PAYER OTHER THAN THE MEMBER**

When setting up a membership for which someone other than the Member is paying (hereinafter the Other Payer), the Member and the Other Payer must both appear at a PG centre with valid photo identification or use a digital solution designated by PG.

In addition to the fixed monthly costs for the membership(s) that the Other Payer has undertaken to pay for, the Other Payer is also obligated to pay the additional costs and fees incurred in connection with such membership(s) in accordance with the Membership Terms; including purchases of products from vending machines/reception. The Other Payer is liable for any claim PG may have against the Member by virtue of the membership and these Membership Terms.

#### **2.5 MEMBER'S CHANGE OF MEMBERSHIP TYPE**

If the Member changes a membership type purchased at a promotional price (including changing the membership type during any minimum contract period), this entails the

campaign price lapsing, and the Member must pay full price for the changed membership from the day the change takes effect.

## **2.6 MEMBERSHIP ON HOLD**

The Member may put their membership on hold against payment of a fee, cf. PG's price page: <https://www.puregym.dk/priser>. However, the Member cannot put their membership on hold when it was purchased at promotional price or during any minimum contract period of the membership. The applicable terms for putting membership on hold will always be available through PG's website or 'Mit PureGym' self-service.

## **2.7 VAT RULES FROM 1 JANUARY 2026**

From 1 January 2026, differentiated pricing is introduced for members under 30 years and members who are 30 years or older.

The reason is amended VAT rules in Denmark, according to which instruction in fitness is no longer exempt from VAT for persons who are 30 years or older, while the VAT exemption for instruction in fitness still applies to persons under 30 years.

There will thus be different VAT rates – and thereby different prices including VAT – for memberships for persons under and over 30 years.

### **2.7.1 PRICE CHANGE IN CONNECTION WITH 30TH BIRTHDAY**

When a Member with an ongoing membership turns 30, the price of the membership is adjusted at the next billing period. The Member will be informed thereof in accordance with the applicable notice period of 45 days.

### **2.7.2 JOINING CLOSE TO 30TH BIRTHDAY**

If a person joins within 45 days prior to the first day of the month after that person's 30th birthday, the price increase will be notified as part of the joining process, and the person must accept this before the membership can be completed.

### **2.7.3 PREPAID MEMBERSHIPS AND PT COURSES**

For prepaid memberships, the VAT rate – and thereby the price – is determined based on the Member's age at the time of purchase. No price adjustment is made even if the Member turns 30 within the duration of the prepaid period. The same applies to prepaid purchases of personal training courses.

## **3. USE OF MEMBERSHIP/CENTRE**

### **3.1 HOUSE RULES**

The Member is obliged to continuously familiarise themselves with, and at all times follow, the applicable House Rules: <https://www.puregym.dk/husets-regler>. The Member's violation of the House Rules constitutes a breach of the membership and the Membership Terms and may result in expulsion, termination or cancellation of membership, the imposition of a fee and exclusion (blacklisting) of the Member from

membership with PG and affiliated companies for a period set by PG or permanently. PG reserves the right to file a police report in case of violations of the House Rules.

### **3.2 MEMBERSHIP CARD/ACCESS**

The Member must use a membership card to gain access to PG's centres. PG decides whether membership cards are issued physically and/or digitally. Membership cards are personal and may not be used by others.

Membership cards must always be brought and scanned before training begins and provide access to the PG centres and facilities in Denmark that follow from the membership type. In some cases, PG may require the Member to present photo identification in connection with visits to the PG centre.

If the Member forgets their membership card, the Member will be able to train anyway for a fee. The fees applicable at any time can be found here:  
<https://www.puregym.dk/priser>.

The Member is responsible for storing the membership card securely and in such a way that it is not damaged, lost or misused by others; e.g., for unauthorised access or purchases. In case of loss or suspicion of misuse, PG must be informed immediately, including in writing. It is the responsibility of the Member to be able to document that the membership card has been reported as lost to PG if subsequent doubt arises about this.

The Member may be held liable for the unauthorised use of membership cards until such cards have been reported in writing as lost/misused to PG.

To obtain a physical membership card, the Member must appear at a PG centre during manned hours. PG may also provide an alternative delivery method. When issuing the membership card at a centre, the Member must bring valid photo identification.

If the physical membership card is damaged or lost, this must immediately be reported to PG, which will issue a new membership card for a fee.

### **3.3 PG APP AND WEBSITE**

PG can give the Member access to managing their membership and training via an app or its website. The Member's use of certain functionalities requires the Member to log in and use personal login information received from PG.

What is stated under clause 3.2 regarding storage, loss and misuse of membership cards applies similarly to login information.

PG is not liable for unavailability, crashes and defects or technical problems related to PG's app or website, including in connection with registration, cancellation, etc.

### **3.4 PERSONAL TRAINING**

Once the Member has a membership with PG, personal training can be purchased.

Information and applicable terms for this purchase can be seen here:

<https://www.puregym.dk/personlig-traening-betingelser>.

### **3.5 REGISTRATION FOR, AND DEREGISTRATION FROM, ACTIVITIES AT PUREGYM**

Certain membership types allow the Member to sign up for various activities, such as group training classes. Registration and deregistration for activities must be done via PG's app or website. Registration for, or failure to properly deregister from, an activity may entail payment of a fee: <https://www.puregym.dk/priser>. See more in the applicable terms for participation in activities, which can be found via PG's website.

### **3.6 VALUABLES AND PROPERTY DAMAGE**

PG recommends that particularly valuable items (e.g. cash, watches, jewellery, purses, bags, etc.) should not be brought to training and should not be stored in the changing room lockers. Other items brought by Members should be stored in a securely locked locker during training. PG bears no responsibility for loss due to disappearance, theft or property damage that occurs in PG's centres. The Member is responsible for their own items during training.

### **3.7 HEALTH AND PERSONAL INJURY**

All training is done at your own risk. The Member is responsible for being in a health condition that permits participation in activities at PG, and the Member is responsible for having received the instruction necessary to perform the activities correctly and safely. PG is not liable for any personal injuries resulting from failure to comply with the above, or accidents, or other visitors' acts or omissions. Danish law's general rules of tort apply.

### **3.8 USE OF CENTRES TO PROVIDE PERSONAL TRAINING, NUTRITIONAL COUNSELLING, ETC.**

Commercial activities such as training guidance, personal training and nutritional counselling of others, or other commercial activities, may not take place at PG's centres without PG's prior written consent.

### **3.9 RECORDING VIDEOS AND TAKING PHOTOS**

It is not permitted to use PG's premises to record videos (moving images) and/or take photos for commercial use without a prior written agreement with PG's headquarters. It is not permitted without consent to record videos (moving images) or take photos of others at PG's centres or post these on online media.

### **3.10 VIDEO SURVEILLANCE**

All PG centres will be monitored using CCTV. The purpose of CCTV monitoring is to prevent criminal acts and create reassurance for staff members, Members and other guests. You can read more about CCTV monitoring in the privacy policy applicable at any time, which can be accessed here: <https://www.puregym.dk/datapolitik>.

## **4. PAYMENT**

The Member must pay monthly for rolling membership, a setup fee and any other fees and services in accordance with PG's prices applicable at any time. The same applies to guardians or others who have assumed legal responsibility for the membership; including the Other Payer. A rolling membership with PG requires that the Member is enrolled in a payment service designated by PG for automatic payments.

The monthly payment for the membership and other fees/services falls due regularly at the agreed time, except at startup where the first membership period and any setup fee are payable upon registration. The Member is responsible for the timely payment of the membership and fees/services.

The Member receives their bills via Mit PureGym self-service:

<https://mit.puregym.dk/dashboard/overview>, where the payment is specified. Charges will thereafter be available on Mit PureGym self-service for 6 months. For prepaid memberships, the Member pays in advance for the entire membership period upon establishment.

### **4.1 PAYMENT SERVICE FOR AUTOMATIC PAYMENTS**

It is possible to pay for the membership and purchases made during the membership automatically in accordance with the terms governing the use of a payment service designated by PG. The terms must be accepted separately and can be found here: <https://mit.puregym.dk/media/Medlemsbetingelser/VILKAAR-FOR-BETALING-VIA-AUTOMATISK-KORTBETALING.pdf>. The use of an automatic payment service may entail payment of an administration fee. Read more about payment options and fees on PG's price page: <https://www.puregym.dk/priser>. It is the responsibility of the Member/Other Payer to ensure that the agreement is properly registered with the payment service for automatic payments. If the agreement has not been set up correctly, PG may charge the fee applicable at the time, cf. PG's price page.

### **4.2 NON- OR LATE PAYMENT**

If a payable amount is not paid on time, a reminder is sent via e-communication. PG charges a reminder fee according to current rates, which can be found on PG's price page: <https://www.puregym.dk/priser>. If payment is not made by the specified due date, PG has the right to block the membership without notice so that the Member cannot train. If non-payment continues, PG has the right to terminate the membership without further notice and to collect other outstanding amounts immediately. The Member cannot train, use their membership card as a means of payment or change their membership if the membership is blocked until the full outstanding balance has been paid to PG and documentation has been presented. PG reserves the right, independently or through a partner, to collect the outstanding amount, a fee for reminders and for late payment, and to report bad payers to RKI/Experian in accordance with RKI's current terms. The fee is set by PG or PG's external partners. In case of expulsion of the Member, termination of the membership, exclusion of the Member and reporting to the police, cf. clauses 3.1 and 8, all outstanding amounts are payable immediately.

#### **4.3 REFUND OF RECEIVABLES**

In case of a receivable from PG, PG will generally credit such amounts to the forward membership. If the membership has ended and the Member/Other Payer believes they have an amount owed, they must contact PG's member service via the contact form on PG's website. Refunds can only be made to Danish bank accounts.

#### **4.4 MEMBERSHIP CARD AS MEANS OF PAYMENT**

The Member has the opportunity to use their PG membership card as a means of payment in PG's centres, including for the purchase of products in PG's vending machines and at PG's reception. The spending limit for purchases on your membership card is set by PG. The purchases made are charged together with the membership payment at your next monthly payment collection. Reference is also made to the terms of the payment service for automatic payments. Note that if an Other Payer is attached to the membership, cf. clause 2.4, it is not always possible to use your membership card as a means of payment.

#### **4.5 CREDIT CARD AS A MEANS OF PAYMENT**

The Member has the option of using their debit and credit card as a means of payment for the purchase of products in PG's vending machines. The purchases made are charged immediately. When using a credit card in PG's vending machines, purchases can only be made at full price. No offers or campaigns with special discount benefits, such as All-in, can be used when using a payment card. This means that an All-in product cannot be picked up using a payment card; this can only be done using a membership card. Payment cards accepted in the vending machines are Visa/Danmark, Mastercard and Amex.

#### **4.6 COUPONS, PUNCH CARDS AND GIFT CERTIFICATES**

Gift certificates or coupons for PG cannot be exchanged for products. Punch cards are valid for 12 months and can be used at the PG centres that provide the activity in question.

### **5. CHANGES**

#### **5.1 PG CHANGES**

PG can continuously make changes to these Membership Terms. Changes will be notified in good time via PG's digital channels. In case of substantial changes for the Member, PG shall notify the Member of the change with at least 45 days' written notice via e-communication before the change goes into effect. The Member always has the option to terminate the membership in accordance with clause 6.1. PG may continuously make changes to offered membership types, services and products. PG shall notify the Member thereof with at least 45 days' written notice via e-communication before the change goes into effect. The Member always has the option to terminate the membership in accordance with clause 6.1.

## **5.2 PRICE ADJUSTMENTS**

PG may make price adjustments on an ongoing basis. PG may adjust the membership price due to increases in the consumer price index over the past year. Furthermore, such changes may be made if they are a result of increased costs associated with operating and safety conditions, or external costs related to PG's delivery of services to the Member, such as compliance with supervisory requirements or new or changed regulatory requirements, costs to suppliers or to address ongoing inflation, and as a result of expansions or changes to PG's memberships and services. If PG makes such price changes, PG shall notify the Member thereof with at least 45 days' written notice via e-communication before the price change goes into effect. The Member always has the option to terminate the membership in accordance with clause 6.1.

## **5.3 CHANGES OF FEES**

PG may continuously introduce new fees or change fees subject to the Membership Terms. Such fees may, for example, be introduced or adjusted as a result of increased costs for PG's handling of customer enquiries, lost membership cards or other equipment, or the handling of customer payments, including as a result of changes to PG's business procedures. The changes will be shown in good time on PG's current price list and PG's digital channels. If PG introduces new fees, PG shall notify the Member thereof with at least 45 days' written notice via e-communication before the new fee goes into effect. If there is an increase in the size of an existing fee by over 10%, PG shall notify the Member thereof with 45 days' written notice via e-communication before such an increase comes into force.

# **6. TERMINATION, CANCELLATION, ETC.**

## **6.1 TERMINATION BY THE MEMBER**

The Member may terminate their membership at any time with one month's notice to the end of a month. If, for example, the Member terminates their membership on 15 May, the membership ends on 30 June. To terminate the membership, first name, last name, date of birth and membership number must be provided. A termination can be made through self-service: <https://mit.puregym.dk/dashboard/overview> or by contacting PG's member service. The Member will receive a receipt for the implementation of the termination from PG. In case of doubt as to whether a membership has been terminated, it is the responsibility of the Member/Other Payer to prove that they have terminated the membership.

### **6.1.1 TERMINATION OF MEMBERSHIP WITH MINIMUM CONTRACT PERIOD BY THE MEMBER**

If the Member has subscribed to a membership with a minimum contract period (binding period), the membership may be terminated with effect from the end of the month where the minimum contract period expires. After the minimum contract period, the membership can be terminated in accordance with clause 6.1.

### **6.1.2 CANCELLATION BY THE MEMBER**

The Member has the right to cancel (terminate for cause) their membership if PG significantly and repeatedly neglects its obligations to the Member.

### **6.2 TERMINATION BY PG**

PG may terminate the Member's membership at any time with one month's notice to the end of a month. If, for example, PG terminates the membership on 15 May, the membership ends on 30 June.

#### **6.2.1 PG'S CANCELLATION ETC.**

PG has the right to cancel the Member's membership if the Member is in material breach of their obligations to PG. Late or non-payment of an amount due, (contributory) misuse of the membership card or login information, doping or material violation of House Rules always constitutes material breach. PG can also sanction the Member as stated in the House Rules; including by way of expulsion, exclusion, reporting to the police, etc.

## **7. RIGHT OF WITHDRAWAL**

When purchasing a membership, the Member has a 14-day right of withdrawal from the day the membership agreement was entered into. If the period expires on a public holiday, Saturday, Constitution Day, Christmas Eve or New Year's Eve, the Member may wait until the following weekday to exercise the right of withdrawal. To make use of the right, the Member must, before the expiry of the withdrawal period, provide PG with an unambiguous declaration thereof. This can be done by the Member contacting PG's member service via PG's website: <https://www.puregym.dk/>. The Member is required to pay for the Membership from the agreed start date of the membership. In case of withdrawal from the agreement between the parties, the Member is liable to pay for the part of the service which has already been delivered. This is calculated proportionately, based on the period for which PG has been providing the membership benefits. The Member/Other Payer has the burden of proving that he or she has exercised the right of withdrawal if subsequent doubt arises about this. There is no right of withdrawal for purchases of products in vending machines or at the reception.

## **8. DOPING**

PG cooperates with Anti Doping Denmark (ADD). The Member is obligated to be tested for doping if requested by a representative of ADD. If the Member opposes this, it will be considered a positive test. A positive test entails that PG may terminate the membership and expel the Member with immediate effect, cf. clause 6.2. Any positive doping test will result in exclusion for at least 2 years from all fitness/exercise centres in Denmark that collaborate with ADD. Read more about doping here: <https://www.antidoping.dk/doping/samarbejde-med-fitnesscentre/medlemsbetingelser-for-fitnesscentre>. A Member's possession, use, sale or transfer of doping substances,

possession of doping substances with a view to transfer to others, and encouraging or assisting doping use, is prohibited and will be reported to the police.

## **9. PROCESSING OF PERSONAL DATA**

When a PG membership is set up, and when the Member uses PG's other services or makes additional purchases, PG collects various personal information about the Member in accordance with the privacy policy applicable at any time, which can be found here: <https://www.puregym.dk/datapolitik>.

## **10. RIGHT OF APPEALS**

If the Member wishes to complain about their membership purchase, the Member must contact PG member service via our contact form here: <https://www.puregym.dk/kontakt>. The Member also has the opportunity to complain about their purchase of membership with PG by submitting a complaint to: Nævnenes Hus, Mæglingsteamet for Forbrugerklager, Toldboden 2, 8800 Viborg. The Member can complain to the Mediation Team for Consumer Complaints via the Complaints Portal for Nævnenes Hus. The Member may also choose to bring their complaint via the EU's online complaint portal (the 'Online Platform') at <https://ec.europa.eu/consumers/odr/main/index.cfm>. The Online Platform contains information about options for an alternative dispute resolution procedure for a complaint. The Member may only use the Online Platform if the Member is a consumer residing in another EU country. If a complaint is submitted to the EU's online complaint portal, PG's email address [medlemsservice@puregym.dk](mailto:medlemsservice@puregym.dk) must be provided.

## **11. LIABILITY AND LIMITATION OF LIABILITY**

11.1 Unless otherwise stated in the Membership Terms (including the House Rules), the parties are liable to each other in accordance with Danish law. PG is not liable for any loss or damage caused by simple negligence, just as PG is not liable for indirect losses.

11.2 The Member is not entitled to claim damages or compensation if the Member's opportunity to use PG centres is reduced as a result of renovation or maintenance work, damage, repairs, cleaning, health or hygiene measures or other operational measures initiated by PG. If, however, the Member's opportunity to use PG centres is significantly reduced for 14 consecutive days in this context, the Member shall be entitled to a proportionate reduction in the price of their membership for the period. In such cases, the Member is asked to contact PG's member service.

11.3 If PG is unable to fulfil its obligations to the Member as a result of conditions beyond PG's control, which PG could not foresee or overcome the consequences of (force majeure), the parties' obligations towards each other are suspended during the period during which force majeure exists. The Member cannot cancel their membership during this period, but the Member may terminate their membership in the usual way. If

the Member has a prepaid membership and PG is unable to meet its obligations to the Member for a period of time due to force majeure, the Member may not demand that such prepaid membership is fully or partially refunded or compensated immediately for such period. If the membership remains in force after the force majeure period, PG will deduct the value of the prepaid membership for the period from the subsequent billing of the Member.

## **12. APPLICABLE LAW AND JURISDICTION**

All purchases under these Membership Terms are subject to Danish law. Any disputes that cannot be settled amicably are to be settled by the Danish courts. In case of inconsistencies between the English and Danish versions of the Membership Terms, the latter shall prevail.

## **13. CONTACT INFORMATION**

For questions regarding these Membership Terms, the Member is welcome to contact PG via our contact form on the website or by letter to Pure Gym Denmark A/S, Torveporten 2, 2500 Valby – Denmark.

## **14. UPDATES**

PG's Membership Terms are regularly updated, e.g., when new products or payment options are introduced. If an update of the Membership Terms is of a significant nature in accordance with clause 6, all Members will receive written information about this.

Valby, 19/11/2025