

General Terms and Conditions of Jumpsquare Group

1. Definitions

In these general terms and conditions and the agreements concluded by JSG, the following terms are understood to mean:

- a. *General Terms and Conditions*: these General Terms and Conditions of Jumpsquare Group Holding, deposited at 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., operating under the name Jumpsquare or Jump XL (possibly followed by a place name);
- c. *Jumper*: every natural person who enters a Jumppark of JSG, as well as - in the case of a minor - their parent or legal representative, or every natural person and every legal entity with whom or with which JSG directly or indirectly enters into an agreement regarding the provision of services or goods by JSG;
- d. *Jumppark*: any building used by JSG for its service provision;
- e. *Agreement*: any agreement under which JSG provides services or products to the Jumper;
- f. *Park Regulations*: the house rules of a Jumppark;
- g. *Strip card*: a card that allows a Jumper to use the services of JSG a specified number of times indicated on the card (such as a discount card, 10-ride card);
- h. *Indemnity Declaration*: the declaration that every Jumper must sign before the Jumper can make use of the services offered by JSG (excluding catering services) in a Jumppark.
- i. *Voucher*: a paper or digital voucher issued by or on behalf of JSG that represents a certain monetary value and is intended to be used for (partial) payment of the purchase of the specifically mentioned products and/or services of JSG on the voucher. The term voucher also includes a gift card, discount coupon, or voucher.
- j. *Websites*: www.jumpsquaregroup.com or www.jumpsquare.com or www.jumpxl.com.

2. Applicability

1. The General Terms and Conditions apply to every offer from JSG and every Agreement between JSG and a Jumper, except insofar as it concerns catering services provided by JSG. For these, the Uniform Conditions for the Hotel and Catering Industry (UCHCI) apply.
2. Deviations from the provisions in the General Terms and Conditions can only be made explicitly and in writing. In that case, what has been

explicitly and in writing agreed upon by the parties deviating from the General Terms and Conditions applies.

3. The applicability of general terms and conditions of a Jumper to the legal relationship between parties is expressly rejected by JSG.
4. In cases where the General Terms and Conditions or the Agreement as such do not provide, the management of JSG decides, or if they are not present, the acting manager of JSG.

3. Offer and Acceptance

1. Offers from JSG are without obligation and subject to the proviso "as long as stocks (or capacity) last", unless stated otherwise in writing.
2. With every offer from JSG, it is a strict condition that the Jumper signs the Indemnity Declaration.
3. Furthermore, an Agreement is concluded by offer and acceptance. If the acceptance by the Jumper deviates from the offer of JSG, the Agreement does not come into effect according to this deviating acceptance unless JSG indicates otherwise in writing.
4. All information mentioned in an offer, on the website, or other information source of JSG, including opening hours of a Jumppark and prices used, are subject to changes. The Jumper cannot derive rights from an offer of JSG containing an obvious error or mistake.
5. If a Jumper concludes the Agreement on behalf of one or more other natural persons or a legal entity, by entering into the Agreement, the Jumper declares to be authorized to do so. The signing Jumper is then jointly and severally liable, alongside the other Jumper(s) (natural person or legal entity), for all obligations arising from the respective Agreement. The other Jumpers are, notwithstanding the joint and several liability of the Jumper with whom the agreement was entered into, solely liable for their own share in the agreement.

4. JSG Services

1. JSG offers access to its services in the following forms:
 - a. Individual tickets;
 - b. Strip cards;
 - c. Registration for lessons/courses;
 - d. Subscriptions;
 - e. Packages, which grant a Jumper access to a Jumppark mentioned in the Agreement.
2. Individual tickets, Strip cards, and packages are not personal. Registrations for lessons/courses and subscriptions are personal, and in this regard, JSG is entitled to request identification from a Jumper.
3. An individual ticket is valid for the time slot

chosen by the Jumper at the time of purchase. If a Jumper wishes to change the time, this must be requested from JSG in advance of the originally chosen time slot, and JSG will attempt to offer an alternative time slot without obligation.

4. A Strip card is valid for one year from the date of purchase. Upon expiration, JSG may require a payment to extend the validity of the Strip card for a specified period.
5. Each type of subscription has specific terms, which are listed on the Website. A subscription is entered into for a minimum period of three months. Afterward, a subscription can be canceled or temporarily suspended, subject to the terms listed on the Website (e.g., notice period, reactivation).
6. The lessons, courses, and packages offered by JSG are for specific target groups. To participate, a Jumper must register and meet the conditions set by JSG for a lesson, course, or package (e.g., target group, minimum age). A registration is only final if the registration form is fully completed, any deposit requested by JSG is received, and the registration is confirmed in writing by JSG.
7. If a course is canceled by the Jumper, a deposit is not refunded. If the Jumper cannot attend a lesson, JSG will, without obligation, check if the lesson can be rescheduled for another time. If an entire course cycle or course is fully canceled by JSG, a deposit will be refunded. If a (course) lesson cannot proceed, it will be rescheduled for a later time determined by JSG.
8. If a package specifically applies to a group of Jumpers, special group rates apply. If the minimum number of persons specified in a package is not met, normal rates per person apply. Expanding the number of persons in a group package is possible but only based on availability.
9. If a reservation for a package by the Jumper is not canceled in time, the Jumper who made the reservation is obliged to pay the full agreed price.
10. A ticket, Strip card, registration for lessons/courses, a subscription, or a package may not be resold or otherwise used for commercial purposes.

5. Prices

1. All prices of JSG are in euros, including VAT and per person unless explicitly stated otherwise. The current prices are listed on the Website.
2. JSG is entitled to change the prices mid-term. The price change does not affect an Agreement already concluded by a Jumper.

6. Vouchers

1. JSG issues Vouchers that, depending on the type

of Voucher, can be obtained either for a fee or free of charge.

2. A Jumper can use a Voucher as (partial) payment for the purchase of services and/or products of JSG specifically mentioned on the Voucher.
3. It is not possible to exchange a Voucher for cash.
4. A Voucher is valid for the period indicated on it and automatically loses its validity after the end of that period. After the expiry of that period, a Jumper can no longer derive rights from the Voucher.
5. An extension of the validity period of a Voucher is reserved exclusively for the management of JSG. A request for extension must be made by the Jumper in writing before the end of the validity period.
6. A Voucher represents a monetary value. In case of a price change between the acquisition of the Voucher and its use, any difference in price must be paid by the Jumper.
7. JSG has the right to refuse a Voucher in case of (a reasonable suspicion of) fraud or other improper use of the Voucher. In that case, JSG may also take (legal) measures against such misuse.

7. Payment

1. Payment by the Jumper must always be made in the manner(s) designated by JSG and before the delivery of the service or product by JSG. JSG will issue an invoice for this.
2. In case of a complaint about the invoice, the Jumper must notify JSG immediately after payment or, if that is not possible, at the latest within seven days after payment.
3. If a form of payment other than immediate cash payment has been agreed upon for an invoice, this invoice must be paid by the Jumper within fourteen days of the invoice date. JSG is entitled at all times to charge a credit restriction surcharge of 2% of the invoice amount, which will be waived if the Jumper pays the invoice on time.
4. In case of non-payment or late payment, the Jumper is in default by operation of law, without a need for further notice of default. Subsequently, the Jumper owes statutory interest on the outstanding amount and JSG is entitled to claim extrajudicial collection costs.

8. Jumper's Obligations

1. The Jumper is required to familiarize themselves with the content of the Indemnity Declaration before participating in an activity, sign it as agreed, and provide it to JSG. If a Jumper fails to meet this obligation for any reason and is admitted, the Jumper is deemed to be aware of and agree with the content of the Indemnity Declaration.

2. A Jumper participating in JSG activities must be in normal condition and health. If the Jumper uses medication, has or had physical limitations that could affect their normal condition or health, this must be reported to JSG before starting the activity.
3. The Jumper is required to always adhere to the General Terms and Conditions, the Park Regulations, and the safety instructions of JSG, as made known on the Website and in each Jumppark, as well as to the directions and instructions of JSG staff in a Jumppark.
4. Every Jumper must be present in the Jumppark 15 minutes before the start of the agreed activity. If a Jumper is not timely, JSG has the right to deny access to the activity, unless this is unreasonable given the duration of the delay and other circumstances. If a Jumper fails to appear or is late, they cannot claim a refund of the entrance fee. Nor is JSG obliged to offer the agreed service on a different date and/or time.
5. The Jumper is required to provide an accurate representation of facts and answer relevant questions fully and truthfully.
6. If a Jumper fails to comply with the obligations mentioned in the preceding paragraphs of this article, JSG is entitled to immediately remove the Jumper from the Jumppark, without being obliged to refund the payment made by the Jumper, unless the Jumper's failure to comply does not reasonably justify this, or to pay any compensation to the Jumper. Furthermore, the Jumper is liable for any damage to JSG resulting from non-compliance with any of these obligations, unless the damage cannot be attributed to the Jumper.

9. Termination based on Distance Selling Regulations

1. Only if and insofar as a Jumper as a consumer is entitled to a right of withdrawal based on the Distance Selling Regulations, the Jumper may terminate the agreement concluded at a distance, within 14 days of its formation, without stating reasons.
2. A Jumper is not entitled to the right of withdrawal if the distance contract provides for a specific time or period of performance, for example, if a reservation for JSG has taken place for a specific day and time. The law excludes such agreements from the right of withdrawal.
3. A Jumper is also not entitled to the right of withdrawal for a distance contract, after its performance has begun, with the express prior consent of the Jumper.
4. Fulfillment of the distance contract during the withdrawal period takes place only at the express request of the Jumper.

5. A Jumper utilizing the right of withdrawal can terminate the distance contract by submitting a request via email to JSG. As soon as JSG is informed of the Jumper's intention to terminate the distance contract and if the conditions of this article are met, JSG will confirm the termination via email.
6. Upon exercising the right of withdrawal after a request in accordance with paragraph 4, the Jumper owes JSG an amount proportional to that part of the agreement fulfilled by JSG at the time of exercising the right of withdrawal, compared to the full fulfillment of the agreement. The proportional amount that the consumer must pay to JSG is calculated based on the total price as expressly agreed.

10. Cancellation

1. Cancellation of an agreement that has been entered into online is not possible, except as provided in Article 9 of the General Terms and Conditions.
2. If a reservation has been made by a Jumper for a group, and the respective group of Jumpers is not present on time, JSG can deny the group access to the reserved activity. In that case, JSG has the right to fully recover the amount due based on the reservation from the Jumper(s), all in accordance with Article 3, Paragraph 5 of the General Terms and Conditions.
3. When a reservation for a group has been made other than online, the following applies for the cancellation of the reservation:
 - a. If canceled within 14 days to 48 hours before the scheduled time of the activity: 50% of the amount due based on the reservation is owed by the Jumper;
 - b. If canceled within 48 hours before the scheduled time of the activity: 100% of the amount due based on the reservation is owed by the Jumper.

11. Force Majeure

1. JSG is not obliged to fulfill any obligation under the agreement if it is prevented from doing so due to force majeure.
2. In addition to what is understood by law and jurisprudence as force majeure, it is also understood to include: unavailability of JSG employees due to illness or strike, government measures, fire, floods, electricity failure, vandalism, war, or terrorism.
3. JSG has the right to postpone or cancel an activity agreed with a Jumper. If the force majeure situation makes the fulfillment of the agreement permanently impossible, parties are entitled to terminate the agreement with immediate effect. There is no permanent impossibility to fulfill if an

alternative date and time for the activity is available and can reasonably be demanded from the Jumper.

4. If JSG has already partially fulfilled its obligations at the onset of the force majeure situation or can only partially fulfill them, JSG is entitled to invoice the already performed or performable part of the agreement separately to the Jumper as if it were a standalone agreement.
5. Damage as a result of force majeure, other than refund or waiver of the price for that part of the agreement affected by force majeure, is never eligible for compensation.

12. Privacy

1. JSG processes the personal data of the Jumper within the framework of applicable legislation and regulations regarding the protection of personal privacy, particularly the General Data Protection Regulation (GDPR), in a manner and for the purposes as further elaborated in the Privacy Statement.

13. Complaints

1. Complaints must be made known to JSG in writing within eight days after the date of the activity about which the Jumper complains, or within eight days after discovering the defect, if the Jumper demonstrates that they could not reasonably have discovered the defect earlier.
2. A complaint does not suspend any payment obligation of the Jumper.
3. JSG will handle the complaint within fifteen days after receipt. If JSG deems the complaint valid, it has the option to re-perform the obligations regarding what the complaint pertains to.
4. If the Jumper does not submit the complaint in time or does not cooperate with the handling of the complaint, JSG will no longer take the complaint of the Jumper into consideration, and the rights of the Jumper in this regard will lapse.

14. Liability, Indemnification

1. Except for the liability set out in this provision, JSG is not liable for any damages.
2. JSG bears no liability for damage related to inaccuracies or incompleteness in the information provided by the Jumper to JSG or its employees, any other failure to meet the obligations of the Jumper arising from law or the agreement, or any other circumstance not attributable to JSG.
3. The Jumper understands and accepts that participating in activities offered in a Jumppark may involve health risks, potentially resulting in damage to property and/or physical injury. Except for intent or gross negligence on the part of JSG, JSG is not liable for damage to the health

of the Jumper, or for damage to property or physical injury to the Jumper.

4. JSG's liability is always limited to no more than the invoice value of the agreement, or the part of the agreement to which JSG's liability pertains. If the damage for which JSG is liable to the Jumper is clearly disproportionate to the invoice value of the agreement, JSG's liability is in any case limited to the maximum amount that is actually paid out by JSG's liability insurance in the respective case.
5. JSG is never liable for:
 - a. Indirect, business, or consequential damage to the Jumper;
 - b. Damage to the Jumper or third parties, resulting from incorrect or incomplete information provided by the Jumper;
 - c. Failure to perform the works on time if the Jumper has not or not timely fulfilled his obligations under an agreement and the General Terms and Conditions.
6. If JSG is liable for any damage to the Jumper, JSG always has the right to repair this damage if and insofar as this is possible. The Jumper must give JSG the opportunity to do so, failing which any liability of JSG in this respect lapses.
7. The Jumper indemnifies JSG, except in cases of intent and gross negligence on the part of JSG, from all third-party claims for compensation of damages, costs, or interests related to the execution of the agreement.
8. The Jumper is liable for all damage attributable to him, arising in connection with the use of materials and other properties of JSG or third parties made available by JSG at its location. The Jumper with whom the agreement has been concluded is jointly and severally liable for damage caused by other Jumpers accompanying him or participating in activities in a Jumppark under his supervision and guidance. It is the Jumper's responsibility to be insured against such damage.
9. Any claims against JSG expire one year after participation in an activity of JSG during which the damage occurred. Notwithstanding the previous sentence, a limitation period of two years applies to claims and defenses available to consumers based on facts justifying the claim that a consumer purchase does not conform to the agreement.
10. The limitations included in this provision are nullified if and insofar as the damage is the result of intentional or gross negligence by the company management of JSG.
11. The liability-limiting clauses and indemnity clauses also benefit employees and third parties engaged by JSG.

15. Engagement of Third Parties

1. JSG is entitled to have the execution of an agreement performed in whole or in part by third parties, in which case the General Terms and Conditions also apply for the benefit of the third parties engaged by JSG.

16. Expiry Period

1. Notwithstanding the Jumper's obligation to timely complain about deficiencies in the performance of an Agreement by JSG, claims of the Jumper related to an Agreement expire one year after they have arisen under applicable law or regulation.

17. Applicable Law, Competent Court

1. Dutch law applies to the legal relationship between the Jumper and JSG.
2. The court of the district in which the Jumper is located is competent to settle any dispute between JSG and the Jumper.

's-Hertogenbosch, augustus 2022