

General Terms and Conditions – Elan Gym & Wellness (part of Cornelisbay Resort & Plaza)

a. **Elan Gym & Wellness:** the fitness and wellness club located at Dr. Martin Luther King Boulevard 131, Willemstad, Curaçao, part of Cornelisbay Resort & Plaza, registered with the Chamber of Commerce under number 102310. References to "Elan" in these Terms and Conditions refer to Elan Gym & Wellness.

b. **Member:** any natural person who has entered into a Membership agreement with Elan Gym & Wellness.

c. **Membership:** a recurring agreement between a Member and Elan Gym & Wellness granting ongoing access to (part of) the Facilities in exchange for a monthly fee. Elan Gym & Wellness currently offers the following Membership types:

- Elan Essential — ANG 390 per month
- Elan Studio — ANG 280 per month
- Classes Only — ANG 200 per month

d. **Service:** a non-recurring product or access arrangement offered by Elan Gym & Wellness, including but not limited to:

- Bodyscan — ANG 180 per session
- Day Pass — ANG 50 per person per day
- 10-Times Card — ANG 400, valid for 12 months from date of purchase

e. **Facilities:** all spaces, equipment, and amenities made available to Members and Service users by Elan Gym & Wellness, including but not limited to the gym floor, group class studios, coffee corner, massage area, changing rooms, outdoor staircase, and parking, as further specified by Elan Gym & Wellness from time to time.

f. **EGYM:** a series of automated smart strength machines operating with personalized settings and digital training data, access to which requires prior setup and instruction by staff.

g. **InBody:** a body composition measurement system used by Elan Gym & Wellness for health and performance tracking. Use of InBody is subject to medical screening requirements as set out in Article 6.

h. **Fitness Equipment:** standard strength and cardio equipment available on the gym floor.

i. **Group Classes:** guided group activities offered by Elan Gym & Wellness, such as spinning, yoga, or circuit training, subject to scheduling and advance reservation.

j. **Wallet Card:** a personal digital access card linked to the Member's account, to be introduced upon system implementation. Once active, the Wallet Card will serve as the primary means of access to the Facilities.

Article 2 – Applicability

- These General Terms and Conditions apply to all Memberships, Services, and any use of the Facilities of Elan Gym & Wellness, regardless of the nature or duration of the agreement.
- By registering for a Membership or purchasing a Service, the Member or Service user explicitly agrees to these Terms and Conditions in their entirety.
- These Terms and Conditions are available at the Facilities and on the Elan Gym & Wellness website. In the event of any discrepancy between a translation and the English version, the English version shall prevail.
- Elan Gym & Wellness reserves the right to amend these Terms and Conditions. Amendments will be communicated to Members via email and published on the website and at the Facilities, with a minimum notice period of 30 days prior to entry into force. Continued use of the Facilities or Services after the notice period constitutes acceptance of the amended Terms and Conditions.
- Access to Elan Gym & Wellness is restricted to persons aged 16 and above. Persons between the ages of 16 and 18 may only become a Member or use Services with the written consent of both legal guardians, and are required to attend an introductory meeting together with their legal guardians prior to registration. Exceptions for persons under the age of 16 may be granted at the sole discretion of Elan Gym & Wellness upon written request.

Article 3 – Membership, Intake, and Access

1. Elan Gym & Wellness offers the following Membership types, each with its own access rights and conditions as further specified in these Terms and Conditions and in the applicable Membership agreement:
 - a. Elan Essential — full access, including gym floor, eGym, and Group Classes
 - b. Elan Studio — access to gym floor and Group Classes; no eGym band issued
 - c. Classes Only — access to Group Classes only; no access to the gym floor or fitness equipment
2. Prior to activation of any Membership, the Member is required to complete an intake form truthfully, accurately, and in full. The Member bears sole responsibility for the accuracy of the information provided. Elan Gym & Wellness accepts no liability for consequences arising from incomplete or incorrect information submitted by the Member.

3. All new Members are required to attend a mandatory introductory session conducted by an Elan Gym & Wellness staff member prior to first use of the Facilities. For Elan Essential Members, this includes a personal eGym setup and instruction. No Member may use the eGym equipment without having completed this instruction.
4. A photo will be taken during the intake process and linked to the Member's personal account for identification purposes. This is a mandatory part of registration.
5. Upon completion of the intake process, Elan Essential Members will be issued a personal eGym band. This band is strictly personal and may not be transferred to or used by any other person. In the event of suspected misuse, Elan Gym & Wellness will issue a written warning. Repeated or confirmed misuse may result in suspension or permanent termination of the Membership without refund.
6. Memberships are strictly personal and non-transferable. The following constitute misuse and may result in warning, suspension, or termination of the Membership:
 - a. Allowing third parties to access the Facilities using the Member's credentials, band, or card
 - b. Repeated or unjustified suspension requests, particularly where used to avoid or delay payment obligations
7. Once introduced, the Wallet Card will serve as the primary means of access. Until that time, access is granted through the Member's personal account as managed by Elan Gym & Wellness staff.
8. Guest access, trial sessions, or complimentary participation in Group Classes may only be granted with the explicit prior approval of Elan Gym & Wellness management. Staff members are not authorized to grant such access independently.
9. During the intake process, the Member is required to disclose any medical conditions, physical limitations, or circumstances that may affect safe participation in physical exercise or the use of specific equipment. This includes but is not limited to cardiovascular conditions, musculoskeletal injuries, pregnancy, and the presence of a pacemaker or other electronic implant. Use of the InBody body composition system is subject to the following mandatory requirements:

- Members with a pacemaker or any other active electronic medical implant are strictly prohibited from using the InBody system.
- Pregnant Members are strictly prohibited from using the InBody system.
- Members with any other medical condition that may be affected by bioelectrical impedance analysis must provide written clearance from a treating physician or general practitioner prior to use.

Elan Gym & Wellness reserves the right to deny access to the InBody system or any other equipment if there are reasonable grounds to believe that use may pose a health risk to the Member. The Member bears sole responsibility for disclosing relevant medical information. Elan Gym & Wellness accepts no liability for health consequences resulting from failure to disclose.

1. Article 4 – Payment and Duration

2. Membership fees are due in advance on the first day of each calendar month. No later than five (5) days prior to the start of each new month, Elan Gym & Wellness will send the Member a payment link via email. Payment must be completed before the first day of the new month. Upon confirmed receipt of payment, the Member's profile will automatically be set to Active.
3. Payments can be made via the online payment portal, bank transfer, or cash. Direct debit is not currently available.
4. Memberships are subject to the following minimum commitment periods:
 - a. Elan Essential: minimum 3 months, billed monthly
 - b. Elan Studio: minimum 2 months, billed monthly
 - c. Classes Only: no minimum term, billed monthly
5. After the initial minimum term, Memberships renew automatically on a monthly basis unless cancelled in writing with a minimum notice period of one (1) calendar month prior to the intended end date.
6. The 10-Times Card is valid for twelve (12) months from the date of purchase. Any unused sessions will expire upon the end of this validity period without entitlement to refund or extension. Elan Gym & Wellness will notify the holder by email no later than thirty (30) days prior to expiration. Failure to use remaining sessions before the expiration date will result in the account being set to Inactive.
7. If payment is not received by the due date, Elan Gym & Wellness will issue a written payment reminder. If payment remains outstanding after the reminder, the Member's access to the Facilities and the ability to book Group Classes will be suspended until full payment has been received. Once payment is confirmed, access will be reinstated automatically.
8. Repeated failure to pay on time — defined as two (2) or more instances within a twelve-month period — may result in permanent termination of the Membership at

the discretion of Elan Gym & Wellness, without entitlement to refund of any amounts already paid.

9. Elan Gym & Wellness reserves the right to adjust Membership fees. Members will be notified of any price changes via email and on the website with a minimum notice period of thirty (30) days prior to the change taking effect. Continued use of the Membership after the notice period constitutes acceptance of the new fee. Members who do not accept the new fee have the right to terminate their Membership in writing within the notice period, effective on the date the new fee would take effect.
10. Prepayment of the full Membership term is permitted and will be applied accordingly. No refunds will be issued for prepaid periods, except in cases of medical suspension as provided for in Article 9.

Article 5 – Use of Facilities

1. Access to equipment, systems, and spaces is determined by the Member's Membership type, as specified in Article 3. Members may only use the Facilities included in their Membership.
2. Use of eGym equipment is only permitted after successful completion of the mandatory introductory session as described in Article 3.3. Members who have not completed this session may not use the eGym equipment under any circumstances.
3. All equipment and Facilities must be used responsibly, with due care, and in accordance with instructions provided by Elan Gym & Wellness staff. Elan Gym & Wellness reserves the right to correct or restrict use where safety or fair access is at risk.
4. Opening hours are as follows:
 - a. Monday to Friday: 06:00 – 21:00
 - b. Saturday: 08:00 – 14:00
 - c. Sunday: 08:00 – 14:00 (forthcoming)

Elan Gym & Wellness reserves the right to adjust opening hours. Current hours are always published on the website and at the Facilities. Temporary unavailability of certain Facilities or equipment does not entitle Members to compensation or suspension of payment obligations.

5. Group Classes must be reserved in advance through the booking system. The following conditions apply:
 - a. Each Group Class has a maximum capacity of between 8 and 15 participants, depending on the class format.
 - b. Once a class is full, Members may join a waiting list. If a spot becomes available, the Member will be notified automatically via the booking system.
 - c. Members with an active Membership have priority over Service users when booking.

- d. Members are expected to cancel their reservation if they are unable to attend. Cancellations must be made at least two (2) hours before the start of the class.
 - e. In the event of a late cancellation or no-show, the session will be deducted from the Member's allowance. Where a class is fully booked with a waiting list, Elan Gym & Wellness may address repeated no-shows directly with the Member concerned.
- 6. Members may bring personal fitness accessories such as gloves, resistance bands, or personal water bottles. Use of personal equipment is at the Member's own risk. Lockers are available for storing personal belongings during training; use is at the Member's own risk. Elan Gym & Wellness is not liable for loss, theft, or damage to personal belongings.
- 7. Elan Gym & Wellness operates a strict no-filming and no-photography policy within the Facilities, with the exception of personal use that does not capture other Members, staff, or equipment in the background. The following is explicitly prohibited:
 - a. Filming or photographing other Members or staff without their explicit consent
 - b. Creating content for social media, commercial, or influencer purposes within the Facilities without prior written approval from Elan Gym & Wellness management
 - c. Occupying equipment while engaged in non-training activities, including phone use or social media

The privacy of all Members is taken seriously. Members who violate this policy may be asked to leave and, in repeated cases, may have their Membership terminated.

- 8. Elan Gym & Wellness uses security cameras in and around the Facilities for the safety of Members, staff, and property. Camera footage is processed in accordance with applicable privacy legislation and the Elan Gym & Wellness Privacy Policy, available at the Facilities and on the website.
- 9. Towel Service Elan Gym & Wellness provides a towel service for use during training sessions. Towels are for personal use only during the visit and must be returned after use. Members are expected to use towels with care and respect. Misuse, damage, or removal of towels from the Facilities may result in a charge being applied to the Member's account.
- 10. Water and Equipment Care A water cooler is available for Members to refill personal water bottles. Single-use plastic bottles are not permitted within the Facilities in line with Elan Gym & Wellness's sustainability principles. All equipment must be wiped down after using the cleaning materials provided. Members are expected to

treat all Facilities, equipment, and shared spaces with care and respect. Damage caused by improper use may be charged to the Member responsible.

Article 6 – Health and Risk

1. By registering, the Member declares that they are physically fit to participate in exercise and training activities. Elan Gym & Wellness does not assess the physical condition of Members and relies on the accuracy of the information provided by the Member at intake, as set out in Article 3.2 and Article 3.9.
2. All training activities and use of Facilities are undertaken entirely at the Member's own risk. Members who return to training following injury, illness, or surgery do so at their own risk and are strongly advised to obtain medical clearance prior to resuming training. Elan Gym & Wellness accepts no liability for any aggravation of pre-existing conditions.
3. Elan Gym & Wellness is not liable for injuries, accidents, or medical issues arising from the use of the Facilities, unless directly caused by gross negligence or willful misconduct on the part of Elan Gym & Wellness or its staff.
4. Elan Gym & Wellness maintains trained first aid responders among its staff at all times during opening hours. An AED device is available on the premises. This does not constitute a medical facility, and in the event of a medical emergency, professional emergency services will be contacted immediately.
5. For Members between the ages of 16 and 18, both legal guardians are required to sign a separate parental consent and health declaration prior to activation of the Membership. This declaration confirms that the legal guardians:
 - a. Are aware of and accept the physical demands and risks associated with training at Elan Gym & Wellness
 - b. Authorize Elan Gym & Wellness staff to work with the minor Member
 - c. Retain full parental responsibility for the minor Member at all times
6. Use of the InBody body composition system is subject to the medical screening requirements and contraindications set out in Article 3.9. Members are referred to that article before making use of this system.
7. Elan Gym & Wellness reserves the right to deny access to or remove from the Facilities any Member whose behavior, physical condition, or conduct is deemed to pose a risk to themselves, other Members, or staff, or who disrupts the atmosphere or safety of the Facilities. This may include situations where a Member appears to be under the influence of alcohol or substances, is visibly unwell, or is behaving in a manner that disturbs the wellbeing of others. Such removal does not automatically entitle the Member to suspension or termination of their Membership obligation.

Article 7 – Conduct and Hygiene

1. Elan Gym & Wellness is committed to providing a safe, respectful, and welcoming environment for all Members and staff. All persons present in the Facilities are expected to conduct themselves accordingly at all times.
2. The following conduct standards are mandatory:
 - a. Respectful and considerate behavior toward all Members, staff, and visitors at all times
 - b. Use of appropriate sports clothing and clean indoor sports shoes
 - c. Use of a towel during all training activities
 - d. Wiping down equipment after use with the cleaning materials provided
 - e. Keeping personal belongings in lockers or in the Member's own vehicle; bags and personal items are not permitted on the gym floor or in class studios
3. Personal hygiene is considered part of respectful conduct toward fellow Members. Elan Gym & Wellness reserves the right to address any Member privately where hygiene may be affecting the comfort of others. This is done with discretion and respect.
4. The following are explicitly prohibited within the Facilities and on the surrounding premises:
 - a. Entering or attempting to enter the Facilities under the influence of alcohol, drugs, or any other intoxicating substance
 - b. Aggressive, intimidating, or threatening behavior toward Members, staff, or visitors
 - c. Verbal or physical harassment of any kind, including unsolicited comments on appearance, performance, or physique
 - d. Shouting, excessive noise, or behavior that disrupts the focus or comfort of other Members
 - e. Uninvited coaching, correcting, or instructing of other Members
 - f. Use of strong perfume or scents in a manner that affects the comfort of others

This prohibition applies equally to Members and Elan Gym & Wellness staff.

5. Elan Gym & Wellness is committed to maintaining a safe environment, particularly for Members who may feel vulnerable or self-conscious. Behavior that undermines the sense of safety or inclusivity of the Facilities — even if not overtly aggressive — will be taken seriously and addressed accordingly.
6. In the event of a conduct violation, Elan Gym & Wellness will in most cases issue a formal written warning prior to taking further action. However, Elan Gym & Wellness reserves the right to remove a Member from the Facilities immediately and without prior warning in cases of serious misconduct, including but not limited to physical aggression, harassment, or behavior posing an immediate risk to others.
7. Elan Gym & Wellness cooperates with the Overval Preventie Team Curaçao, which is actively present on the Mambo Beach premises. In cases of serious misconduct, criminal behavior, or threats to safety, this security service may be involved and incidents may be reported to the relevant authorities.

8. Repeated or serious violations of these conduct standards may result in permanent termination of the Membership without entitlement to refund of any amounts already paid.

Article 8 – Opening Hours and Closures

1. Elan Gym & Wellness operates according to the opening hours as published on the website, at the Facilities, and via the official social media channels. Current opening hours are as follows:
 - a. Monday to Friday: 06:00 – 21:00
 - b. Saturday: 08:00 – 14:00
 - c. Sunday: 08:00 – 14:00 (forthcoming)
2. Elan Gym & Wellness generally remains open on public holidays unless otherwise communicated. Members will be informed of any exceptions in advance.
3. Elan Gym & Wellness reserves the right to adjust opening hours, cancel or reschedule Group Classes, or temporarily close the Facilities when necessary. Members will be informed of planned changes via email, the booking app, the website, and official social media channels (Instagram and Facebook) as soon as reasonably possible.
4. Temporary unavailability of specific equipment or areas within the Facilities — for example due to maintenance, repairs, or refurbishment — does not entitle Members to compensation, refund, or suspension of payment obligations.
5. In the event of a full or partial closure due to circumstances beyond the reasonable control of Elan Gym & Wellness, including but not limited to natural disasters, hurricanes, flooding, extended power outages, government-mandated restrictions, or other force majeure events, Members will not be entitled to a refund of amounts already paid. Elan Gym & Wellness will communicate the situation and expected duration as promptly as possible via the channels listed in Article 8.2, and will assess appropriate measures on a case-by-case basis.

Article 9 – Suspension and Termination

Suspension by the Member

1. A Member may request temporary suspension of their Membership under the following circumstances:
 - a. Medical reasons that prevent the Member from training
 - b. Extended travel outside of Curaçao of a minimum duration of one (1) week
2. Suspension requests must be submitted in writing to Elan Gym & Wellness as early as possible prior to the intended suspension period. Elan Gym & Wellness

appreciates timely communication and will handle requests with discretion and on a personal basis, in keeping with the community character of Elan.

3. A Member may suspend their Membership for a maximum of two (2) months per calendar year in total. Suspension periods are not cumulative across calendar years.
4. During a suspension period, no Membership fee is due. The Membership term is extended by the duration of the approved suspension. Suspension does not constitute termination and the Membership agreement remains in force.
5. Suspension requests that appear to be motivated by a desire to avoid or delay payment obligations — including repeated or patterns of suspension — may be denied at the discretion of Elan Gym & Wellness, as set out in Article 3.6.

Termination by the Member

6. A Member may terminate their Membership in accordance with the notice periods set out in Article 4. Termination must be submitted in writing.
7. Early termination outside of the applicable notice period is not automatically permitted. Requests for early termination due to exceptional personal circumstances — such as permanent relocation outside of Curaçao — will be assessed by Elan Gym & Wellness on an individual basis, in the spirit of the community values that Elan upholds. No rights can be derived from this assessment.

Termination by Elan Gym & Wellness

8. Elan Gym & Wellness reserves the right to terminate a Membership with immediate effect in the following cases:
 - a. Misconduct, harassment, aggression, or repeated violation of the conduct standards set out in Article 7
 - b. Fraud, identity misuse, or unauthorized transfer of Membership credentials or eGym equipment
 - c. Repeated non-payment as defined in Article 4.7
 - d. Provision of false or misleading information during the intake process
 - e. Any behavior that poses a risk to the safety or wellbeing of Members, staff, or the Facilities
9. Termination by Elan Gym & Wellness will be communicated to the Member in writing. The decision of Elan Gym & Wellness is final. No refund will be issued for any amounts already paid at the time of termination.

Closure-related Suspension

10. In the event of a full or partial closure of the Facilities due to force majeure or other circumstances beyond the control of Elan Gym & Wellness, as described in Article 8.4, Elan Gym & Wellness may at its discretion offer affected Members a suspension of their Membership for the duration of the closure. This will be communicated via the channels listed in Article 8.2.

Article 10 – Liability and Property

1. Elan Gym & Wellness is not liable for loss, theft, or damage to personal belongings brought onto the premises, including items stored in lockers, left in changing rooms, or present elsewhere within the Facilities or on the surrounding grounds. Use of lockers is entirely at the Member's own risk.
2. Security cameras are in operation throughout the Facilities and on the surrounding premises, including the parking area. Camera footage may be used as evidence in the event of theft, damage, or other incidents. Footage is processed in accordance with applicable privacy legislation and the Elan Gym & Wellness Privacy Policy.
3. Any damage to the Facilities, equipment, or property of Elan Gym & Wellness caused by a Member — whether through negligence, improper use, or willful misconduct — may be charged to that Member. Elan Gym & Wellness will issue a factual assessment and invoice on a case-by-case basis.
4. Intentional or reckless damage to property belonging to Elan Gym & Wellness — including but not limited to gym equipment, furniture, fixtures, lighting, signage, and any infrastructure within or on the grounds of the Facilities, including the parking area and outdoor spaces — will be treated as a serious violation. Elan Gym & Wellness reserves the right to seek full compensation for repair or replacement costs and to terminate the Membership with immediate effect in accordance with Article 9.8.
5. Lost and found items are kept securely at the Elan Gym & Wellness front desk for a maximum period of six (6) months from the date they are found. After this period, unclaimed items will be donated to charity. Elan Gym & Wellness accepts no liability for items that are lost, unclaimed, or donated after the retention period has elapsed.

Article 11 – Personal Data and Medical Information

1. Elan Gym & Wellness processes personal data in accordance with applicable privacy legislation, including the Landsverordenening Persoonsregistraties (LP) of Curaçao. The full details of how Elan Gym & Wellness handles personal data are set out in the Elan Gym & Wellness Privacy Policy, which is available at the Facilities

and on the website. This article provides a summary of the most relevant data processing activities.

2. Elan Gym & Wellness collects and processes the following categories of personal data:
 - a. Contact and identification details, including name, address, email, and phone number
 - b. A photo taken during the intake process for identification purposes
 - c. Health-related information voluntarily provided during intake, including medical conditions and contraindications as set out in Article 3.9
 - d. Training data generated through use of the eGym system
 - e. Body composition measurements taken via the InBody system
 - f. Financial and payment data
3. Personal data is processed for the following purposes:
 - a. Administration and management of the Membership or Service agreement
 - b. Access control and identification within the Facilities
 - c. Safety monitoring and health risk assessment
 - d. Training and performance tracking
 - e. Communication regarding the Membership, Services, and Facilities
 - f. Marketing and promotional communications, subject to the Member's consent
4. Elan Gym & Wellness uses the following third-party systems that process personal data on its behalf:
 - a. Trybe: the booking and membership management platform
 - b. eGym: the smart strength training system and associated digital platformThese parties act as data processors and are bound by applicable data protection obligations. Elan Gym & Wellness remains responsible for the lawful processing of personal data.
5. Personal data will not be shared with third parties other than those listed in Article 11.4, unless required by law or with the explicit prior consent of the Member.
6. Personal data is retained for the following periods after termination of the Membership or Service agreement:
 - a. Financial and payment data: 5 years, in accordance with applicable tax and accounting legislation
 - b. Training data, photos, and InBody measurements: 1 year
 - c. Marketing consent and communication preferences: until the Member withdraws consent
7. Members have the right to request access to, correction of, or deletion of their personal data. Such requests can be submitted in writing to Elan Gym & Wellness

and will be handled on an individual basis within a reasonable timeframe. Deletion requests will be assessed in light of any applicable legal retention obligations.

8. Members will receive marketing and promotional communications from Elan Gym & Wellness only with their consent. Members may withdraw this consent at any time by unsubscribing via the link included in each communication or by submitting a written request to Elan Gym & Wellness.
9. By registering for a Membership or purchasing a Service, the Member acknowledges and consents to the data processing activities described in this article and in the Elan Gym & Wellness Privacy Policy.

Article 12 – Changes and Governing Law

1. Elan Gym & Wellness reserves the right to amend these Terms and Conditions in accordance with the procedure set out in Article 2.4.
2. These Terms and Conditions are governed exclusively by the laws of Curaçao.
3. In the event of a dispute arising from or related to these Terms and Conditions or any Membership or Service agreement, Elan Gym & Wellness and the Member agree to first seek resolution through mediation before initiating legal proceedings. If mediation does not result in a resolution within a reasonable period, the dispute will be submitted to the competent court in Willemstad, Curaçao.
4. If any provision of these Terms and Conditions is found to be invalid or unenforceable under applicable law, the remaining provisions shall continue in full force and effect.