

GENERAL TERMS OF USE

Last modified on October 3, 2025

1. Introduction

- 1.1. These Terms of Use govern the relationship between you (hereinafter: "**User**") and UPLOOP WELLNESS, a limited liability company under Moroccan law, whose registered office is located in Casablanca, at 131 Boulevard Anfa, Résidence Azur, Bur 11, Casablanca, registered in the Casablanca Trade Register under number 679301 (hereinafter: "**Fitpass**").
- 1.2. These Terms of Use (hereinafter: "**Terms**") govern the forms and conditions of use of an interactive service provided in Morocco by UpCoop Wellness and known under the protected name Fitpass.
- 1.3. The Fitpass interactive service is provided via the website www.fitpass.ma and the Fitpass mobile application available on mobile application platforms, and is the exclusive property of UpCoop Wellness in Morocco (hereinafter: "**Interactive Service**").
- 1.4. The interactive service is complex and includes content management, the execution of financial transactions, access to sports and other facilities belonging exclusively to Fitpass partners (hereinafter referred to as "**partners**"), as well as the provision of Internet services.
- 1.5. Use of the Fitpass Interactive Service by the User means that the User is fully aware of and accepts the Terms and Conditions and Privacy Policy.
- 1.6. Any further use of the Fitpass interactive service after the User has read the Terms and Conditions and the privacy policy means that the User accepts the Terms and Conditions and the rules contained therein and agrees to use the interactive service in accordance with them.
- 1.7. For the purposes of these Terms, the User refers to any person who uses or has used, directly or indirectly, the Fitpass website and/or services in any way whatsoever.
- 1.8. If the User uses the interactive service, they are deemed to have accepted that all communications and interactions on the interactive service comply with these Terms.
- 1.9. If the User registers or opens a User account via the Fitpass interactive service, the User is deemed to have fully read and accepted these Terms and Conditions and the privacy policy.

2. Fitpass Copyright

- 2.1. All material available through the interactive service is protected by law and is the property of Fitpass, and may be used in accordance with the approval of the copyright holder and the trademark or design rights holder, as well as in accordance with other required approvals.
- 2.2. The Fitpass interactive service may not be distributed, reproduced, transferred, linked, published, or modified in any way without the written approval of UpCoop Wellness.

- 2.3. Any violation of Section 2.2, i.e., infringement of a trademark, design, or any other copyright or industrial property right, will result in legal or other proceedings, including, but not limited to, damages and criminal prosecution.
- 2.4. The User may not modify, publish, transfer, participate in a transfer or sale, or use in any way, in whole or in part, the content available through the Fitpass interactive service. Downloaded material may not be reproduced, redistributed, re-transferred, republished, or commercially exploited.

3. Changes to the Terms of Use and Privacy Policy

- 3.1. UpCoop Wellness reserves the right to revoke or modify the Terms and Conditions and Privacy Policy specified in this document without prior notice and at any time.
- 3.2. In the event of any changes to the Terms or Privacy Policy, any use of the Fitpass interactive service by the User after the last change constitutes acceptance of said change.
- 3.3. Any changes to the Terms or Privacy Policy shall apply to third parties who are not Users upon publication via the interactive service.

4. Rules of Use and Content of the Interactive Service

- 4.1. The User shall only use the Fitpass interactive service in accordance with applicable regulations, public order, best practices, and the laws and regulations of the Kingdom of Morocco.
- 4.2. The intended use of the interactive service refers to the use of the Fitpass and Fitpass Studio services, the exchange of experiences between Users of the services and UpCoop Wellness, and the exchange of experiences between Users in the manner intended by the interactive service.
- 4.3. The User is not authorized to publish, transfer, or make available, in any way whatsoever, through the interactive service, abusive or illegal material, such as content that is insulting, defamatory, libelous, or infringing on a person's privacy, etc., or material whose content and form are illegal.
- 4.4. UpCoop Wellness reserves the right to independently assess whether the User has acted unreasonably or failed to comply with their obligations under the Terms or Privacy Policy.
- 4.5. When using the Fitpass interactive service, the User is required not to connect more than one device to use the application and scan the QR code to use the interactive service provided by UpCoop Wellness's partners.
- 4.6. The User agrees to use the connected interactive service device conscientiously and not to give access to the device or interactive service to any other party whose purpose would be to avoid subscribing to the interactive service, i.e., only the User of the account to which the device is connected may use the Fitpass interactive service.
- 4.7. If the User wishes to change the connected device (for example, in the event of theft, loss, or damage to the device), they may do so a maximum of twice per month.
- 4.8. If the User changes more than two connected devices in a month, the new device, as well as all previous devices, will be denied access to the Fitpass interactive service and partner services.
- 4.9. In the event of negligent behavior by the User, including, but not limited to, actions whereby the User:

- abuses the interactive services;
- interferes with other Users or prevents them from using the interactive services;
- provides incorrect information about personal data;
- uses the personal data of other persons;
- engages in illegal, abusive, or illicit activities using interactive services;
- violates commercial rules and interferes with the work and service provision of the partner;
- attempts to disable, modify, or otherwise interfere with the operation of the website or application through which the interactive service is provided;

Fitpass reserves the right to issue a warning, to temporarily or permanently cease the provision of partner services through the Fitpass application, to suspend the account and, as compensation for the negligent use of the Fitpass application and Fitpass partner services, to cancel the User's subscription, without the right to a refund of funds paid or use of the remaining terms. In the above case, UpCoop Wellness reserves the right to prevent the User from opening a new account.

4.10. UpCoop Wellness reserves the right to terminate the Partner services provided through the Fitpass application in the event of unfair conduct by the User and to cancel the User's subscription, reserving the right to any compensation for damages caused by the User's unfair conduct to UpCoop Wellness and UpCoop Wellness Partners.

4.10.1. UpCoop Wellness will provide all services available through the interactive service in accordance with these Terms and Conditions and the privacy policy applicable on the date of acceptance of the offer by the User.

4.10.2. The offer is considered accepted by the User when the User selects the "I accept the Terms of Use and Privacy Policy" field through the Fitpass interactive service.

4.10.3. The User is solely responsible for the purchase and maintenance of the hardware and software to be used for the interactive service and, if they do not use their own hardware and software, they are solely responsible for the choice of hardware or software they use to access the interactive service. The User is also responsible for the equipment necessary to access and use the Interactive Service and shall bear all costs related to the use and maintenance of such equipment and access software.

4.10.4. The prices for UpCoop Wellness services are indicated through the interactive service and are deemed to be accepted by the User.

4.10.5. UpCoop Wellness services are offered through the Fitpass interactive service, as well as in the form of personalized service packages for different Users, whose individual Terms and Conditions cannot be modified; on the contrary, acceptance of the service implies acceptance of the entire package.

4.10.6. Any Fitpass interactive service package provides access to sports facilities published as service providers through the interactive service, and the use of these facilities is limited by the terms of use of each partner, for which UpCoop Wellness is not responsible, as well as by the type of membership fee, which varies depending on the package chosen.

4.10.7. UpCoop Wellness does not own or have title to the products/services it offers on a promotional basis through the interactive service. UpCoop Wellness partners whose products are offered through the Fitpass interactive service are solely responsible for any problems or failures that may arise during the use of sports and recreational facilities, including the delivery or defectiveness of products or services.

4.11. Creating a User Account

- 4.11.1. Opening a User account via the Fitpass interactive service is a prerequisite for using any of the interactive service packages.
- 4.11.2. A User account is opened by filling out an existing User account form where the User's details must be entered, after signing the contract with the User's employer.
- 4.11.3. When creating an account, Users are required to provide accurate personal information. Personal information is information that can be used to accurately identify an individual User. To use the Fitpass interactive service, Users must enter their personal data in the appropriate online form, as required for the use of a specific option. Personal information such as first and last name, email address, and phone number is essential for the use of the interactive service and other services.
- 4.11.4. If a User chooses not to provide or is unable to provide the information deemed mandatory for certain interactive services, they will not be able to open a User account and will not be authorized to use that interactive service.
- 4.11.5. By opening a User account as specified in Article 4.11.1, the User confirms that they fully agree with the Terms and Conditions and that they have read, understood, and accepted these Terms and Conditions as well as the privacy policy.
- 4.11.6. If a User wishes to have their data necessary for use deleted, UpCoop Wellness will no longer be able to provide the Fitpass interactive service to the User, and the User's account will be terminated.
- 4.11.7. UpCoop Wellness is not required to individually verify the accuracy of personal data. If, during the provision of the interactive service, UpCoop Wellness realizes that the data provided is inaccurate, it is authorized to terminate the subscription to the Fitpass interactive service, delete the User account containing the incorrect information, and notify all partners.

4.12. Cancellation of subscription and termination of account

- 4.12.1. In the event of termination of the subscription, the User is not entitled to a refund but retains the right to the remaining Terms and Conditions during the expiration period.
- 4.12.2. In the event of account termination following a request by the User to delete the data necessary for the use of the interactive service or any other breach of the User's obligations, the User will no longer be able to use the interactive service and will no longer have access to the remaining Terms and Conditions to which they have subscribed.
- 4.12.3. The User waives the right to a refund of funds paid for unused periods due to the inability to use the interactive services, in the event of termination of the account following the User's request to delete data or any other breach of the User's obligations.

4.13. Changes to the interactive service

- 4.13.1. UpCoop Wellness reserves the right to modify or cancel any part of the Fitpass service at any time, regardless of whether this modification concerns the content of the Fitpass interactive service or the service itself.
- 4.13.2. The changes referred to in Article 4.13.1 include, in particular, the period of availability, the content, and the equipment necessary to access or use the interactive service.
- 4.13.3. UpCoop Wellness reserves the right to modify the price, quantity, and type of services it offers as part of interactive service packages, as well as the types of service packages, subject to the offers provided by partners.
- 4.13.4. UpCoop Wellness shall not be held liable for any changes in the availability of services or facilities provided by partners, and UpCoop Wellness shall inform the User in a timely manner as soon as it has been informed by its partners.

4.14. Complaints

- 4.14.1. Users may submit complaints about the service or its use to the following email address:
contact@fitpass.ma
- 4.14.2. UpCoop Wellness keeps a record of complaints received, which it stores electronically for at least two years from the date the User submits the complaint. When processing consumers' personal data, UpCoop Wellness acts in accordance with personal data protection regulations.
- 4.14.3. UpCoop Wellness responds electronically to the User's complaint within a reasonable period of time. This response includes any information on the acceptance or rejection of the complaint, any explanation or possible proposal for an amicable resolution of the situation.

5. Privacy Policy

- 5.1. Issues relating to the protection of Users' personal data are addressed in the privacy policy, which is available at the following link: [Privacy Policy](#).

6. Communication

- 6.1. The User agrees that all interactive options, including private messaging, chats, blogs, forums, or any other similar method of sending messages or communicating between Users, are public in nature and do not have the status of confidential information. Therefore, UpCoop Wellness may monitor the content of the User's communications without their specific approval.
- 6.2. After creating an account through the Fitpass interactive service and registering, the User will receive emails from UpCoop Wellness, including administrative emails and promotional emails.
- 6.3. Administrative emails relate to the User's activity within the interactive services and include messages relating to the User's account, requests, inquiries, and messages concerning the purchase or payment of the interactive service or subscription. If the User does not wish to receive this type of message, they will not be able to use the interactive service.
- 6.4. Promotional emails are used to advertise the interactive services offered by UpCoop Wellness. These messages are sent to Users who have opted in to receive promotional emails. If the User does not wish to receive these messages, they may unsubscribe at any time after registering by clicking on the unsubscribe button located in each individual email.

7. Underage users

- 7.1. Persons under the age of 15 are not permitted to use the Fitpass interactive service on their own and may only use it under the supervision of their parents or guardians.
- 7.2. Persons under the age of 15 may use the interactive service in a restricted manner, whereby the use of certain services may be assigned by parents or guardians to their children, provided that the parent or guardian is present when the Fitpass interactive service is being used and that the interactive service can only be used by one person during the day.

8. UpCoop Wellness Disclaimer

- 8.1. The User understands and accepts that use of the Fitpass interactive service and its content is their sole responsibility.
- 8.2. UpCoop Wellness Disclaimer Regarding Technical Failures
 - 8.2.1. The User is aware and accepts that, at times, while using the Internet, technical problems and interruptions to the interactive service may occur. These and other similar events are beyond the control of UpCoop Wellness; therefore, UpCoop Wellness cannot be held responsible for any loss of data or any other event that may occur during the provision of the Fitpass interactive service.
 - 8.2.2. The User agrees that access to the interactive service may sometimes be interrupted, temporarily unavailable, or suspended due to scheduled maintenance of the interactive service or other reasons beyond the control of UpCoop Wellness, for which UpCoop Wellness cannot be held liable.
 - 8.2.3. UpCoop Wellness shall in no event be liable for any damages resulting from the use or inability to use all or part of the Fitpass interactive service. The User expressly agrees not to hold UpCoop Wellness, its subsidiaries, company officers, employees, and agents liable for any damages or costs, including legal representation fees, that may arise from the User's use of the interactive service.
 - 8.2.4. UpCoop Wellness and any affiliated third parties cannot guarantee that the Fitpass interactive service will be uninterrupted or free from errors. UpCoop Wellness is not and cannot be held responsible for the consequences resulting from the use of this interactive service, the accuracy, reliability, or content of any information, service, or goods provided by the interactive service.
 - 8.2.5. UpCoop Wellness excludes all liability for any damage to equipment, hardware, and software that may occur as a result of using the Fitpass interactive service.
 - 8.2.6. This disclaimer applies to any damage or harm caused by an error, deletion, interruption, computer virus, fault, operational or transmission delay, communication line interruption, theft, contract termination, destruction or unauthorized access, modification or misuse of files, misconduct, negligence, or any other action.
 - 8.2.7. Due to the nature of the Internet, UpCoop Wellness cannot guarantee the complete protection of any information transmitted through the interactive service; therefore, UpCoop Wellness cannot be held responsible for any harmful actions by third parties who receive and use or dispose of this information without authorization.

- 8.2.8. Information published by the User in the public areas of the interactive service may also be accessible to other Users and third parties and, as such, may appear on other Internet pages or web browsers without the User's knowledge. In this case as well, UpCoop Wellness is not and cannot be held liable for any resulting damages to the User.

8.3. UpCoop Wellness disclaimer regarding messages from Users or third parties

- 8.3.1. The User agrees that UpCoop Wellness is not responsible for the inappropriate or illegal behavior of other Users or third parties and that any potential damage is at the User's sole risk.
- 8.3.2. UpCoop Wellness does not guarantee that the content available through the interactive service and posted by the User, third parties, or unauthorized Users is accurate, complete, or useful.
- 8.3.3. UpCoop Wellness is not and cannot be held liable for any loss or damage suffered by the User as a result of relying on information obtained through the Fitpass interactive service.
- 8.3.4. UpCoop Wellness expressly disclaims any responsibility for the content of third-party websites that can be accessed through the interactive service. If the User accesses third-party websites, they do so exclusively and solely under their own responsibility, thereby excluding any responsibility on the part of UpCoop Wellness.
- 8.3.5. UpCoop Wellness declines all responsibility if the User's personal information is used by other parties for purposes other than those for which it was transmitted; consequently, UpCoop Wellness shall not be and cannot be held liable for any damages suffered by the User for such reasons.

8.4. Disclaimer regarding use of the interactive service

- 8.4.1. UpCoop Wellness does not own the products and services it offers through its Fitpass interactive service. Consequently, UpCoop Wellness cannot be held liable for any failures or non-compliance of the products or services or for any other problems or defects that may arise when using the services offered. Any defect related to the supply or malfunction of the products or services provided by an UpCoop Wellness partner is the sole responsibility of that partner.
- 8.4.2. UpCoop Wellness assumes no financial responsibility and does not cover or accept liability for damage caused by the User's use of the Partner's facilities or for the User's liability, whether the damage was caused to the facility itself or to the Partner's equipment, interior, or other movable property. Any civil liability coverage must be taken out by the User or the Customer. UpCoop Wellness does not offer any insurance services and cannot be sued in this regard under any circumstances.

9. Validity of the Terms and Conditions of Use and Privacy Policy

- 9.1. If any provision of the Terms or Privacy Policy is invalid or unenforceable, such invalidity shall not affect the validity of the other provisions of the Terms or the Privacy Policy, so that the other parts of the Terms and the Privacy Policy shall continue to be valid, while the invalid or unenforceable provision shall be replaced by a valid provision that best reflects the invalid provision in terms of meaning and legal scope.
- 9.2. If either party fails to exercise its rights under these Terms or the Privacy Policy, it shall not be deemed to have waived or lost those rights or any other rights specified herein.

10. Dispute Resolution

- 10.1. Any disputes arising from or relating to these Terms and Conditions or the privacy policy, due to the use of the interactive service between UpCoop Wellness and the User, shall be resolved amicably.
- 10.2. If UpCoop Wellness and the User are unable to resolve the dispute amicably, the dispute shall be brought before the Commercial Court of Casablanca.