



The Drop Club Membership and Participant Terms and Conditions

This Membership and Participant Terms and Conditions ("Terms") is made and entered into as of the date of execution below, by and between Cupey Social Club LLC, a limited liability company doing business as The Drop Club ("Club"), and the undersigned individual ("Member") or participant ("Participant").

Recitals

WHEREAS, The Drop Club offers a diverse range of services, including exclusive memberships and participation opportunities, which grant Members and Participants access to benefits designed for individuals interested in recreational activities, sports, pickleball, padel, and other related pursuits.

WHEREAS, The Membership and Participant Terms and Conditions provide a curated suite of benefits tailored to the needs of both Members and Participants.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

Terms and Conditions

1. Definitions

1.1 Member: The term "Member" refers to the individual or entity entering into these Terms with The Drop Club for access to and participation in the Membership or any other membership services offered by The Drop Club.

1.2 Participant: The term "Participant" includes any walk-in customer, client, or invited guest who engages with The Drop Club's facilities, services, or events, whether or not they are a Member. All terms, conditions, and policies herein apply equally to Members and Participants unless explicitly stated otherwise.

2. Membership Benefits

As a member of The Drop Club, the Member is entitled to the following exclusive benefits:

- a. **Priority Booking:** Members enjoy a 10-day priority booking window for pickleball and padel tennis courts.



- b. Annual Guest Passes: Each Member is allotted 5 annual guest passes for use throughout the membership year.
- c. Booking Discount: Members receive a 40% discount on all court bookings.
- d. All You Can Play Access: Free unlimited court access from 9:00 AM to 3:30 PM daily.
- e. Monthly Padel Ball Pack: Members receive a complimentary pack of padel balls each month.
- f. Merchandise Discount: Members enjoy a 15% discount on all merchandise sold at The Drop Club.
- g. Juice Bar Discount: Members receive a 15% discount on all purchases at The Drop Club's juice bar.
- h. Complimentary Water: Members are entitled to one free bottle of water per day.
- i. Rental Equipment: Free rental of rackets for both pickleball and padel tennis.
- j. Lockers & Showers: Access to complimentary lockers and shower facilities.
- k. Complimentary Merchandise: Members will receive special complimentary merchandise periodically as part of the membership.

3. Limited Rights and Access

3.1. The Member acknowledges that their status as a Member grants them access to the membership and its associated services, as specified in these Terms.

3.2. No proprietary, intellectual, or other legal rights beyond the granted access are conferred to the Member under these Terms.

3.3. All rights, title, and interest in the Membership and its contents remain the exclusive property of The Drop Club.

4. Membership Fees and Refund

4.1. The Member agrees to pay the membership fee as set forth in The Drop Club's current fee schedule. Membership fees are non-refundable and may be subject to change upon renewal.

4.2. All payments will be processed automatically using a valid credit or debit card.

4.3. Membership fees are non-refundable. However, Members may cancel their membership for the next billing cycle by notifying The Drop Club at least 10 days prior to the start of the next billing cycle. This notice period allows sufficient time to process the cancellation. Refunds, if applicable, will be issued to the same card or method of payment used for the original transaction.

4.4. Automatic Payments: All monthly payments for the Membership will be processed automatically. All payments due will automatically be deducted from the Member's designated valid credit or debit card, savings, or checking account on or before the billing cycle due date (monthly payments are due every 30 days). If the designated payment method account does not contain sufficient funds on the payment due date, the Member will be responsible for the payment and any returned item fees associated with the payment.



A valid credit or debit card for automatic payments is a payment card that meets the necessary criteria for successful and secure transactions. The card must typically be issued by a recognized financial institution and carry the relevant card network brand, such as Visa, MasterCard, American Express, or Discover.

4.5. Billing Cycle: The billing cycle for automatic payments is a monthly payment which is every 30 days.

4.6. Payment Method: Payments can be made using valid credit cards or debit cards as described above. Members shall ensure that their provided payment method remains valid and up-to-date. In the event of failed payment processing, The Drop Club may charge a lesser amount to "pause" the account until updated payment information is provided. Automatic payments will be processed on the designated payment date. Members have the option to cancel their next monthly membership renewal by submitting a cancellation request via email to info@thedropclub.com. To avoid charges for the subsequent monthly billing cycle, cancellation requests must be received at least 15 days before the next billing cycle.

5. Bona Fide Members

5.1. Definition: The term "Bona Fide Member" refers to an individual or entity that has, in good faith, met the legitimate requirements for membership as outlined in these Terms and has paid the applicable membership fees while adhering to all of The Drop Club's policies.

5.2. Requirements: Prospective members must complete the official application process, providing accurate and truthful information. Members must also meet any eligibility criteria, pay the membership fees, and adhere to the terms and conditions set forth by these Terms and The Drop Club.

5.3. Active Participation: Bona fide members are expected to actively engage in and contribute positively to the objectives, activities, and initiatives of The Drop Club. Active participation includes attending events, collaborating with other members, and utilizing the benefits and services offered.

5.4. Rights and Privileges: Bona fide members are entitled to all rights, privileges, and benefits associated with their membership status, provided they comply with the terms and conditions outlined in these Terms.

5.5. Good Faith Commitment: Members acknowledge that their enrollment represents a commitment made in good faith to contribute positively to The Drop Club. Any breach of this commitment, including failure to adhere to policies or non-payment of fees, may result in the revocation of membership rights.

6. Revocation of Membership

6.1. The Drop Club reserves the unequivocal right to revoke a member's membership at its sole discretion, without being obligated to provide a specific cause or reason for such revocation. The



decision to revoke membership may be made based on factors that, in the judgment of The Drop Club, are conducive to the best interests of the community, maintaining the integrity of The Drop Club, or ensuring compliance with the terms and ethos of the membership.

6.2. Additional Grounds for Revocation:

- **False Information:** Membership may be revoked if it is determined that a member has provided false or misleading information during the application process.
- **Non-Compliance:** Non-compliance with the terms and conditions of these Terms, or any of The Drop Club's policies, may also lead to the revocation of membership.

The Drop Club is under no obligation to disclose the specific grounds or rationale for revocation. This discretionary authority extends to situations where a particular cause may not be articulated.

6.3. Trial Period: The Drop Club may offer, at its sole discretion, a trial period for the Membership, during which Members can experience the benefits of the membership.

7. Payment Terms

7.1. Membership fees are due and payable upon execution of these Terms and, thereafter, in accordance with the payment schedule chosen by the Member (monthly or annually). The Drop Club reserves the right to suspend or terminate membership privileges for non-payment.

8. Right of Admission Clause

8.1. The Drop Club maintains the exclusive right to control admission to its facilities, events, and membership programs. This right extends to all areas and activities offered by The Drop Club and is enforced to ensure a safe, respectful, and enjoyable environment for all members and guests.

8.2. Admission Criteria: Admission is contingent upon meeting The Drop Club's established criteria, which may include, but are not limited to, age restrictions, dress codes, membership status, compliance with health and safety regulations, and adherence to The Drop Club's code of conduct. The Drop Club reserves the right to update these criteria at any time, and members and guests are expected to comply with the most current requirements.

8.3. Behavioral Standards: The Drop Club expects all members and guests to exhibit behavior that aligns with the values and standards of The Drop Club. Any behavior deemed inappropriate, disruptive, or harmful to others or The Drop Club's reputation, as determined by The Drop Club's management, may result in denial of entry, removal from the premises, or revocation of membership. This includes, but is not limited to, harassment, violence, intoxication, or failure to comply with the instructions of Club staff.

8.4. Discretionary Authority: The Drop Club's management holds full discretion to deny or revoke admission for any reason deemed necessary, even if it falls outside the specific criteria mentioned. This discretionary authority is essential for maintaining the integrity and atmosphere of The Drop



Club. Decisions made by The Drop Club regarding admission are final and not subject to appeal or review.

8.5. **Revocation of Admission Privileges:** The Drop Club reserves the right to revoke admission privileges at any time, including during an event or while on Club premises. Grounds for revocation include, but are not limited to, violations of Club policies, non-compliance with health and safety protocols, or any conduct that The Drop Club deems detrimental to its operations or community. Members whose admission privileges are revoked may be subject to further actions, including termination of membership without refund.

8.7. **Acknowledgment and Acceptance:** By entering The Drop Club's premises or participating in its events, members and guests acknowledge and accept the terms outlined in this Right of Admission Clause. They also agree to comply with all rules, regulations, and guidelines set forth by The Drop Club to ensure a positive and secure environment for all.

9. Access

9.1. Members may access The Drop Club facilities, services, and events as outlined in their membership level. Access is granted on a non-exclusive basis and is subject to availability.

9.2. Access is limited to the Member and any authorized guests, as permitted by the specific membership level. Members may not transfer or share their access rights without prior written consent from The Drop Club.

9.3. The Drop Club reserves the right to restrict or limit access to certain areas, services, or events for maintenance, capacity reasons, or at its sole discretion.

9.4. **Termination of Access:** The Drop Club may terminate a Member's access for any violation of these Terms, non-payment of fees, or conduct deemed inappropriate.

9.5. **Guest Policy:** Members are responsible for the behavior and actions of their guests while on Club premises. Guests must adhere to all Club policies and rules. The Drop Club reserves the right to limit the number of guests and to charge additional fees for guest access.

9.6. **Safety Compliance:** Members and their guests must comply with all safety guidelines and protocols established by The Drop Club. Failure to adhere to these standards may result in immediate suspension or revocation of access privileges.

9.7. **Changes to Access Policy:** The Drop Club reserves the right to modify or update its access policies at any time. Members will be notified of any significant changes via email or other communication methods.

9.8. **Acknowledgment of Risk:** By accessing The Drop Club's facilities and services, Members acknowledge that they understand and accept the inherent risks associated with recreational activities, including, but not limited to, sports and fitness activities. Members agree to assume full responsibility for their safety and the safety of their guests.



10. Applicability of Terms to Participants

These Membership and Participant Terms and Conditions ("Terms") govern all activities, services, and events hosted by The Drop Club. While specific terms apply to Members as detailed in the Membership and Participant Terms and Conditions, below are the terms that apply to Participants who include:

- Walk-in Customers and Clients: Individuals who engage in activities, events, or services provided by The Drop Club without a formal membership.
- Invited Guests: Non-members attending events or activities upon invitation by The Drop Club or a Member.

By entering The Drop Club's premises or participating in any activities or services offered, all Participants agree to these Terms and are expected to abide by all rules, policies, and conditions established herein. Non-compliance may result in immediate removal from the premises, suspension from activities, or denial of future access to Club facilities, services, and events.

All Participants further acknowledge that they assume any associated risks with their involvement in sports, fitness, and recreational activities at The Drop Club and must conduct themselves according to the Club's Code of Conduct and behavior standards set forth in these Terms.

10.1. Court Rental Fees:

- a. Rental fee for paddle courts: \$70 per session.
- b. Rental fee for pickleball courts: \$48 per session.

10.2. Reservations:

- a. Reservations can be made online or as walk-ins. It is recommended to book in advance to secure your preferred time slot.

10.3. Game Duration:

- a. Each game session is scheduled for a duration of 1 hour and 30 minutes.

10.4. Reimbursement Policy

- a. Credit Return Only:

At Cupey Social Club LLC (dba The Drop Club), we value our customers and strive to provide the best experience possible. Due to our commitment to reserving space for our customers, we have adopted a policy of issuing credits only rather than cash refunds. This policy is in place to ensure that we can continue to offer our services while minimizing financial loss from unoccupied reservations.

- b. Credit Validity:

Credits may be issued under the following conditions: If a customer cancels their reservation at least 24 hours before the date of the reserved space (court), they will receive



a credit that can be applied to future bookings. If a cancellation is made within 24 hours of the reservation, no credit will be issued.

- c. Force Majeure and Acts of God: In circumstances beyond our control, such as force majeure events or acts of God (e.g., natural disasters, severe weather conditions, or other extraordinary events), we will evaluate each situation on a case-by-case basis. If such an event disrupts our ability to provide services, we may consider issuing a credit or refund, as appropriate.

10.2. Policy Acknowledgment:

By making a reservation with The Drop Club, customers acknowledge and agree to this reimbursement policy.

10.5. Incorporation of Exhibits

The exhibits referenced in these Terms and attached hereto are incorporated by reference and made a part of these Terms as if fully set forth herein. Each exhibit included is intended to provide additional terms, descriptions, or specifications that apply to the obligations of Members, Participants, and Guests under these Terms. In the event of a conflict between the Terms and any exhibit, the Terms shall prevail, unless expressly stated otherwise in the relevant exhibit.

- Exhibit A: Waiver and Release of Liability
- Exhibit B: Rules of Conduct
- Exhibit C: Privacy Policy for Drop Club

These exhibits apply to all Members, Participants, and Guests engaging in activities, events, or services provided by The Drop Club, and compliance with the terms outlined in these exhibits is mandatory for continued access to the Club's facilities and offerings.

11. Compliance with Club Policies

11.1. The Member agrees to comply with all policies, procedures, and rules established by The Drop Club, which may be amended from time to time at the Club's sole discretion.

11.2. The Member acknowledges that failure to comply with Club policies may result in the suspension or termination of membership.

11.3. Signing of Supportive Documents: The Member agrees to sign any supportive documents required by The Drop Club, including but not limited to waivers of liability, releases, and acknowledgments. These documents are considered an integral part of the Club's policies and are designed to protect both the Member and The Drop Club. Refusal or failure to sign these documents may result in denial of access to the Club's facilities and services, and could be grounds for termination of membership.

12. Indemnification for Costs



12.1. The Member agrees to indemnify The Drop Club for any costs incurred as a result of the Member's actions or inactions, including but not limited to, damage to property, legal fees, or medical expenses.

13. Use of Facilities

13.1. The Member agrees to use The Drop Club's facilities, equipment, and services in a safe and responsible manner. The Member will report any damage or unsafe conditions to The Drop Club staff immediately.

14. Duration: These Membership and Participant Terms and Conditions ("Terms") shall remain in effect until modified or terminated by The Drop Club. The Club reserves the right to review and amend these Terms periodically. Any modifications will be effective immediately upon posting on the Club's website. It is the responsibility of Members, Participants, and Guests to review the Terms regularly to stay informed of any changes.

14.2. Either party may terminate these Terms upon written notice to the other party for any reason. Upon termination, the Member shall immediately cease using all benefits associated with the Membership.

15. Miscellaneous

15.1. Governing Law: these Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico, without regard to its conflict of laws principles.

15.2. Entire Agreement: these Terms constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations, and understandings, whether oral or written, related to the subject matter hereof.

15.3. Severability: If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

15.4. Mediation: In the event of a dispute, the parties shall first proceed in good faith to submit the matter to mediation. Unless otherwise agreed during mediation, the rights to proceed to arbitration or litigation shall be preserved.

15.5. Mediation Notification: The party requesting mediation may initiate the process by providing written notice ("Mediation Notification") of their desire to resolve the dispute through mediation. This Mediation Notification must include a written description of the dispute and possible resolution, if any, as well as a copy of these terms and conditions.

15.6. Post-Mediation Procedures: If mediation does not result in a satisfactory resolution, the parties may choose to proceed to binding arbitration or initiate legal proceedings. The choice between arbitration and litigation shall be at the discretion of the party wishing to continue with the proceeding.



15.7. Indemnification: To the extent permitted by law, except in cases involving our gross negligence or willful misconduct, you hereby agree to indemnify, defend, and hold harmless The Drop Club and its subsidiaries, affiliates, officers, and directors from any and all claims, demands, losses, liabilities, and costs arising out of your misuse of The Drop Club's services, any violation by you of any provisions herein, or any infringement by you of third-party rights. The Drop Club reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, at its own cost and in its sole discretion. In such cases, you will cooperate with The Drop Club to secure any available defense.

15.8. Modifications: We reserve the right to unilaterally review and change these General Terms periodically without prior written notice. Any changes will be effective at the time they are posted on this website. The latest version of these General Terms will be available on this website, and you should review these General Terms, including the Privacy Policy and Terms and Conditions, as well as any other policies before navigating and/or purchasing any services or products available through this website. Your continued use of this website after these General Terms have been modified indicates your acceptance and agreement to the changes. The Company expects you to check this page from time to time to be aware of any changes at all times.

15.5. Assignment: The Member may not assign or transfer any rights or obligations under these Terms without the prior written consent of The Drop Club.

19.5. Waiver: The failure of either party to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision.

15.7. Headings: The headings in these Terms are for convenience only and shall not affect the interpretation of the Agreement.

15.8. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations under these Terms due to causes beyond its reasonable control, including but not limited to, acts of God, natural disasters, war, terrorism, or government action.

15.10. Incorporation of Exhibits: The exhibits referenced in these Terms and attached hereto are incorporated by reference and made a part of these Terms as if fully set forth herein. Each exhibit included is intended to provide additional terms, descriptions, or specifications that apply to the obligations of Members, Participants, and Guests under these Terms. In the event of a conflict between the Terms and any exhibit, the Terms shall prevail, unless expressly stated otherwise in the relevant exhibit.

- Exhibit A: Waiver and Release of Liability
- Exhibit B: Rules of Conduct
- Exhibit C: Privacy Policy for Drop Club

These exhibits apply to all Members, Participants, and Guests engaging in activities, events, or services provided by The Drop Club, and compliance with the terms outlined in these exhibits is mandatory for continued access to the Club's facilities and offerings.



15.10. Notice: Any notice required or permitted under these Terms shall be in writing and shall be delivered via email, postal mail, or personal delivery to the address provided by the Member or Participant in their application of use of service (sign up)

15.11 Dispute Resolution

In the event of a dispute arising from the Membership and Participant Terms and Conditions ("terms"), the applicable terms will be determined based on the individual's status at the time of the dispute. If the individual is a Member, the terms governing Members will apply; if a Participant or Guest, the terms specific to Participants and Guests will be applicable.

Additionally, general terms may apply to both Members and Participants/Guests. The determination of status at the time of the dispute will dictate which terms govern the resolution process. All parties agree to adhere to the terms relevant to their status when the dispute occurs

Exhibit A Waiver and Release of Liability

1. Assumption of Risk

I, the undersigned, acknowledge and fully understand that participation in activities such as paddleball, pickleball, beach tennis, and other sports and events at Cupey Social Club LLC dba The Drop Club, hereinafter referred as "The Drop Club", involves inherent risks and dangers, including but not limited to serious injury, disability, death, and property loss or damage. I willingly and voluntarily assume all such risks.

2. Certification of Physical Fitness

I certify that I am physically fit and have no medical condition that would prevent my full participation in activities and events at The Drop Club. No physician or other medical provider has advised me against participating in such activities.

3. Waiver of Liability

In consideration of being permitted to participate in activities and events at The Drop Club, I, on behalf of myself, my heirs, personal representatives, and assigns, hereby release, waive, discharge, and covenant not to sue The Drop Club, its officers, employees, agents, and affiliates from any and all claims, demands, actions, or causes of action arising out of or related to any injury, illness, death, or property loss or damage sustained in connection with my participation, even if caused by negligence.

4. Hold Harmless and Indemnification



I agree to hold harmless and indemnify The Drop Club, its officers, employees, agents, and affiliates from any and all liability, claims, demands, actions, or causes of action, including but not limited to judgments, legal costs, and attorney's fees, arising directly or indirectly from my participation in activities and events at The Drop Club.

5. Promise Not to Sue

I hereby agree and covenant that I will not initiate any lawsuit or legal action against The Drop Club, its officers, employees, agents, or affiliates for any claims, demands, actions, or causes of action arising out of or related to any injury, illness, death, or property loss or damage sustained in connection with my participation, even if caused by negligence.

6. Activities Covered

This waiver covers participation in all activities and events at The Drop Club, including but not limited to:

- Paddleball
- Pickleball
- Beach Tennis
- Others as determined by The Drop Club

7. Lost Items

I understand that The Drop Club is not responsible for any lost, stolen, or damaged personal items. I agree to take full responsibility for securing my personal belongings.

8. Invitees

I understand that I am responsible for ensuring that any invitees or guests I bring to The Drop Club comply with the rules and regulations of the center. I assume full responsibility for any actions, injuries, or damages caused by my invitees or guests.

9. Lack of Hydration

I acknowledge the importance of proper hydration and understand that The Drop Club is not responsible for any injuries or illnesses resulting from dehydration. I agree to take appropriate precautions to stay hydrated.

10. Responsibility for Injuries to Others

I agree to take full responsibility for any injuries or damages I may cause to other participants or spectators while participating in activities and events at The Drop Club.

11. Consent to Medical Treatment



In the event of an emergency, I consent to receive medical treatment deemed necessary by emergency responders or medical professionals. I understand that I am responsible for any costs associated with such treatment.

12. COVID-19 and Other Diseases

I acknowledge the contagious nature of COVID-19 and other diseases and voluntarily assume the risk that I may be exposed to or infected by such diseases by participating in activities at The Drop Club. I agree to comply with all health and safety protocols implemented by the center.

13. Acts of God and Force Majeure

I understand that The Drop Club is not liable for any injuries, damages, or losses caused by events beyond their control, including but not limited to natural disasters, acts of God, and other force majeure events.

14. Consent for Photos and Videos

I agree to allow The Drop Club to take photographs and videos of me during activities and events for commercial and any legitimate purposes benefiting the company without the need for additional consent or compensation.

15. Governing Law

This waiver and release shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico. Any legal action arising from or related to this waiver shall be brought in the courts of Puerto Rico.

16. Acknowledgment of Understanding

I have read this waiver and release of liability and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue, even for claims involving negligence. I acknowledge that I am signing these Terms freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

15. Hold Harmless Clause

16.1. The Member agrees to hold harmless, defend, and indemnify The Drop Club, its officers, employees, and agents from any and all claims, damages, losses, liabilities, and expenses, including reasonable attorney's fees, arising out of or related to the Member's participation in activities at The Drop Club.

18. Consent for Photos and Videos



18.1. The Member grants The Drop Club permission to take and use photos and videos of the Member for promotional and commercial purposes. The Member agrees that no compensation will be provided for the use of these images.

19. Consent to Receive Medical Treatment

19.1. In the event of an injury or illness, the Member consents to receive medical treatment as deemed necessary by The Drop Club staff or medical professionals. The Member agrees to assume full financial responsibility for any medical expenses incurred.

Exhibit B Additional Rules of Conduct

1. Registration Procedures: All Members, Participants and Guests must register at reception upon arrival to verify their identity and membership. This helps maintain a record of who is using the facilities and allows the club to control access to ensure the safety of all. It is recommended to arrive with enough time before scheduled activities to complete the registration process without rushing.

2. Right of Admission: The club reserves the right of admission to maintain a safe and respectful environment. This means that club staff may deny entry or ask anyone to leave if their behavior is inappropriate or if they do not comply with the club's rules. Examples of reasons for denying admission include aggressive behavior, being under the influence of drugs or alcohol, or not complying with the dress code among others.

3. Guest Access: Guests must be accompanied by a club member or participant and register at reception. This ensures that all visitors are responsible and supervised. Guest fees may vary depending on the type of activity and the duration of the visit. Members and Participants are responsible for the behavior of their guests.

4. Attire: Proper sports attire is required to protect both Members and Participants at the facilities. The use of appropriate athletic footwear is mandatory to avoid damage to playing surfaces.

Clothing must be comfortable and allow freedom of movement, but it must also comply with the club's decorum standards.

5. Towels and Water Bottles: To promote sustainability, Members and Participants are encouraged to bring their own towels and reusable bottles. This not only helps reduce waste but also ensures that each player has access to their own personal items during play. The club may provide water stations where members can refill their bottles.

6. Drink Restrictions: Each Members and Participants may consume only one drink during their time at the club, which must not exceed 32 ounces. This policy aims to prevent excess and keep the facilities clean. It is recommended that drinks be non-alcoholic to ensure that all players maintain good performance and safety during their activities.



7. No Coolers Allowed:

To maintain a safe and clean environment for all members and participants, the use of coolers is strictly prohibited within the facilities. This includes all indoor and outdoor areas of the Drop Club. Members and participants are encouraged to comply with this policy to ensure a pleasant experience for everyone.

8. Use of Facilities:

8.1. Locker Rooms:

Locker rooms are available for changing before and after play. Lockers are for daily use only, meaning they must be emptied at the end of the day.

Any items left overnight will be moved to lost and found. Members and Participants are advised not to store valuable items in lockers, as the club is not responsible for lost or stolen items.

8.2. Equipment Storage:

Personal sports equipment must be stored in designated areas when not in use. This helps keep common areas clear and safe. Members and Participants must ensure they take all their equipment when leaving the club to avoid loss or confusion.

9. Behavior Expectations:

9.1. Common Courtesy:

All Members and Participants, Guests, and staff must treat each other with mutual respect. This includes following the club's rules, being punctual for court reservations, and respecting turns in shared games.

Any incident of misconduct must be reported immediately to club management to be addressed appropriately.

9.2. Prohibited Items:

Illegal drugs, steroids, and external alcoholic beverages are not allowed on the premises. These policies are designed to ensure a safe and healthy environment for all. Noncompliance may result in immediate expulsion from the club and possible revocation of membership.

9.3. Language and Conduct:

Inappropriate language and disrespectful behavior are not tolerated. All participants are expected to maintain a high level of sportsmanship, which includes accepting officiating decisions without protesting aggressively.



Exhibit C Privacy Policy for Drop Club

At Drop Club, we value your privacy and are committed to protecting your personal information. This Privacy Policy outlines how we collect, use, disclose, and safeguard your information in compliance with applicable laws in Puerto Rico.

1. Information We Collect

We may collect the following types of personal information:

- **Identifiers:** Name, email address, postal address, phone number, and other similar identifiers.
- **Contact Information:** Social media handles and other personal characteristics.
- **Sensitive Personal Information:** Health information related to exercise or wellness, where applicable.
- **Financial Information:** Payment card data and other financial details as necessary.
- **Geolocation Information:** Information that describes your location at a general level.
- **Internet Activity:** Information about your interactions with our website, app, or products, including IP addresses and browsing history.

2. How We Use Your Information

We use your personal information for the following purposes:

- To provide and manage your membership account and services.
- To communicate with you about promotions, news, and updates regarding our services.
- To respond to inquiries and provide customer support.
- To enhance our services and improve user experience.
- To comply with legal obligations and protect against fraud and security risks.

3. Disclosure of Your Information

We may share your personal information with:

- **Service Providers:** Third-party vendors who assist us in operating our services.
- **Corporate Affiliates:** Other entities under common ownership or control.
- **Marketing Partners:** Third parties for marketing purposes, as allowed by law.

We do not sell your personal information to third parties for their own commercial purposes.

4. Your Rights

You have certain rights regarding your personal information under Puerto Rican law, including:

- **Access:** You have the right to know what personal information we collect and how it is used.



- **Correction:** You can request corrections to any inaccurate or incomplete personal information.
- **Deletion:** You have the right to request deletion of your personal information, subject to certain exceptions.

To exercise these rights, please contact us using the information provided below.

5. Data Retention

We will retain your personal information for as long as necessary to fulfill the purposes outlined in this Privacy Policy or as required by law. When your information is no longer needed, we will securely delete or anonymize it.

6. Security Measures

We implement reasonable security measures to protect your personal information from unauthorized access, use, or disclosure. However, no method of transmission over the internet or electronic storage is 100% secure.

7. Changes to This Privacy Policy

We may update this Privacy Policy from time to time to reflect changes in our practices or applicable law. We will notify you of any significant changes and encourage you to review this policy periodically.

8. Contact Us

If you have any questions or concerns about this Privacy Policy or our data practices, please contact us at:

Drop Club

178 Ave Winston Churchill.
San Juan 00926 Puerto Rico
info@thedropclub.com
Tel. [939-337-1203](tel:939-337-1203)

Acceptance of Terms

By entering The Drop Club's premises, participating in any activities, events, or services offered by The Drop Club, or by accepting these Terms on our website, all Members, Participants, and Guests acknowledge that they have read, understood, and agree to be bound by The Drop Club Membership and Participant Terms and Conditions, including Exhibits A, B, and C.