

PULSE

SOCIAL WELLNESS CLUB

Membership Agreement

Grand Hotel Excelsior, Valletta, Malta · Version 1.1 — August 2026

This Membership Agreement (the “**Agreement**”) sets out the terms on which you become, and remain, a member of Pulse Social Wellness Club. Please read it carefully before signing. By signing, you confirm that you have read, understood and agree to be bound by this Agreement.

1. Parties and Definitions

1.1 This Agreement is made between **Carisma Wellness Group Ltd.** (company registration number C 106006, VAT number MT30347620), whose registered address is Grand Hotel Excelsior, Great Siege Road, Valletta, Malta, operating Pulse Social Wellness Club (the “**Club**”, “Pulse”, “we”, “us”), and the person named and signing in Section 14 (the “**Member**”, “you”).

1.2 In this Agreement:

“Venue”

means the Club premises at the Grand Hotel Excelsior, Valletta, Malta.

“Facilities”

means the facilities the Club makes available to members from time to time, currently comprising: the open gym (Technogym equipment for self-guided training), the Finnish sauna, the jacuzzi and indoor pool, private lockers and rainfall showers, the relaxation lounge, The Admiral’s Landing members’ lounge, and the co-working lounge, together with member events organised by the Club. Expert massage, provided by Carisma Spa, is available only where included in your Tier or purchased separately.

“Tier”

means the membership tier you select — Off-Peak, All Access or VIP — as described in Section 2 and recorded in Section 14.

“Monthly Rate”

means the monthly membership fee for your Tier agreed at joining and recorded in Section 14.

“Billing Period”

means each successive monthly period of your membership, starting on your membership start date and on each monthly anniversary of it.

“Opening Hours”

means the Club’s opening hours as published at the Venue and on www.pulsewellness.com, as varied from time to time under Section 9.

“House Rules”

means the rules of conduct in Section 7 together with any rules displayed at the Venue or notified to members from time to time.

“Guest Pass”

means a pass entitling a guest of an All Access or VIP Member to accompany that Member into the Club, as set out in Section 5.

“Massage Credit”

means the monthly expert-massage entitlement included in the VIP Tier, as set out in Section 4.

“Privacy Policy”

means the Club’s privacy policy published at www.pulsewellness.com/privacy-policy.

2. Membership and Access

2.1 Membership is personal to you. It may not be shared with, lent to, transferred to, or used by any other person. Access to the Club is by member check-in; we may verify your identity at entry.

2.2 You must be at least **18 years of age** to hold a membership or to enter the Club.

2.3 Your membership runs **month to month**. It begins on the start date recorded in Section 14 and continues, one Billing Period at a time, until it is cancelled or terminated in accordance with Section 8.

2.4 Your Tier determines your access rights:

TIER	MONTHLY RATE	ACCESS AND INCLUSIONS
Off-Peak	€69 / month	Entry to the Facilities between 10:00 and 16:00 on each day the Club is open. A session begun within that window may be completed.
All Access	€99 / month	Access to the Facilities during all Opening Hours; one permanent private locker; two Guest Passes per membership year; access to member events.
VIP	€149 / month	Everything in All Access, plus one Massage Credit (one expert massage by Carisma Spa) per calendar month.

2.5 All access is subject to Opening Hours, the House Rules, capacity limits, and temporary facility closures under Section 9. Membership numbers are intentionally limited to preserve the calm of the Club; when the Club is at capacity, prospective members join a waitlist.

2.6 The Club provides self-guided training and recovery facilities. The Club does not provide group classes or personal training, and nothing in this Agreement entitles you to instruction, supervision or coaching.

3. Fees and Payments

3.1 Your Monthly Rate is agreed at joining and recorded in Section 14. **For as long as your membership continues without interruption, your Monthly Rate will not increase.** This rate protection is personal to you, applies to your recorded Tier, and lapses if your membership is cancelled or terminated (see Section 8.6). An agreed freeze under Section 8.1 does not interrupt your membership for this purpose.

3.2 The Monthly Rate is stated in euro and is inclusive of VAT at the rate in force at signing. If the statutory VAT rate changes, the Monthly Rate will be adjusted only to the extent of that change.

3.3 The Monthly Rate is collected **in advance**, at or before the start of each Billing Period, by the payment method you register with the Club. You are responsible for keeping a valid payment method on file.

3.4 If a payment fails, we will notify you and may re-attempt collection. If payment is not received within **seven (7) days** of the due date, we may suspend your access until the outstanding amount is paid. If any amount remains unpaid for thirty (30) days or more after the due date, we may terminate your membership for breach under Section 8.5. Suspension does not pause the accrual of fees.

3.5 Because the Monthly Rate is charged for a period of access, fees already paid for a Billing Period that has begun are non-refundable, and no refund or credit is given for partial, reduced or unused attendance during a Billing Period — except where a refund is required by law, or where this Agreement expressly provides otherwise (Sections 8.7, 9.3 and 12.2). Nothing in this Agreement affects your statutory rights as a consumer under Maltese law, including under the Consumer Affairs Act (Chapter 378 of the Laws of Malta) and applicable EU consumer-protection legislation.

4. VIP Massage Credit

4.1 VIP Members receive one Massage Credit per calendar month, redeemable for one expert massage provided by Carisma Spa at the Club.

4.2 Massages must be booked in advance and are subject to therapist availability. We encourage booking early in the month.

4.3 The Massage Credit is **non-cumulative**: a credit not used within its calendar month expires and does not roll over. It has **no cash value**, is not refundable or exchangeable for any other product or service, and may be used only by the Member personally — it may not be transferred or gifted, including to a guest.

4.4 Massage appointments are subject to the Club's published booking and cancellation policy. A no-show, or a cancellation made after the published cut-off, may be treated as use of that month's Massage Credit.

5. Guest Passes and Guests

5.1 All Access and VIP Members receive two Guest Passes per membership year, measured from the anniversary of the start date recorded in Section 14. Guest Passes are non-cumulative (unused passes expire at the end of each membership year), have no cash value, and may not be sold or used for any commercial purpose.

5.2 Each guest must be at least 18 years of age, must register at the front desk on arrival, and must complete the Club's health and acknowledgement-of-risk declaration before using any Facility.

5.3 A guest may enter and remain in the Club only while accompanied by the hosting Member. Guests are subject to the House Rules; the hosting Member is responsible for their guest's conduct and for any damage caused by their guest.

5.4 The Club may refuse entry to, or ask to leave, any guest at its reasonable discretion, including for capacity or safety reasons or breach of the House Rules. Repeated misuse of Guest Passes may result in the suspension of guest privileges.

6. Health Declaration, Assumption of Risk and Liability

6.1 HEALTH DECLARATION. By signing this Agreement you confirm that, to the best of your knowledge, you are in a suitable physical condition to exercise and to use the gym, sauna, pool and jacuzzi. You agree to complete the Club's health questionnaire before your first visit and to inform the Club of any health condition, injury, recent surgery, pregnancy, or change in your health that is relevant to your safe use of the Facilities. We recommend that you consult a doctor before beginning any new exercise programme, and before using heat facilities (sauna, jacuzzi) if you have any cardiovascular or other underlying condition.

6.2 The Club may, acting reasonably, restrict or decline your use of particular Facilities where in its judgement such use would not be safe for you or others; where possible we will explain our reasons and suggest alternatives. Club staff are not medical professionals and nothing they communicate constitutes medical advice.

6.3 ASSUMPTION OF RISK. Physical exercise and the use of gym, sauna, pool and jacuzzi facilities carry inherent risks — including muscular and joint injury, cardiovascular strain, the effects of heat, slips and falls on wet surfaces, and, in water, the risk of drowning. You acknowledge these inherent risks and confirm that you use the Facilities voluntarily and at your own judgement. Certain Facilities, including the pool, sauna and jacuzzi, may be unsupervised at times; you agree to observe posted safety signage, to use equipment only as intended, to train within your own limits, and to stop and seek assistance immediately if you feel unwell.

6.4 LIABILITY. Nothing in this Agreement excludes or limits the Club's liability for death or personal injury caused by its negligence, for fraud, or for any other liability that cannot be excluded or limited under Maltese law. Your statutory rights are not affected by this Section.

6.5 Subject to clause 6.4, and to the extent permitted by law, the Club is not liable for: (a) injury or loss arising from your failure to disclose relevant health information, or from your failure to follow safety signage, equipment instructions or staff guidance; (b) indirect, consequential or purely economic losses; and (c) loss or damage to personal property except as set out in Section 11. Where the Club is found liable under this Agreement, its total aggregate liability is limited to the membership fees you paid in the twelve (12) months preceding the event giving rise to the claim, except in the cases described in clause 6.4, to which no limit applies.

7. House Rules and Conduct

7.1 Pulse is a calm environment, and it stays that way because members keep it that way. You agree to treat the space, the staff and your fellow members with care and respect. In particular, you agree to:

- follow the reasonable instructions of Club staff at all times — on matters of safety, staff instructions are final;
- shower before using the pool, jacuzzi or sauna; wear suitable, clean attire and footwear in the gym and swimwear in the wet areas; and use a towel on gym equipment and sauna benches;
- return weights and equipment after use and use all equipment only as intended;
- keep noise considerate, and take phone and video calls only in areas designated for them;
- **not photograph, film or record any other member, guest or staff member without their express consent** — this applies throughout the Club and without exception in changing and wet areas;
- not attend under the influence of alcohol or non-prescribed substances, and not smoke or vape anywhere in the Club;
- not offer, promote or conduct any commercial activity at the Club — including offering training, instruction or treatment services to other members — without the Club's prior written consent.

7.2 The Club may refuse entry to, or require the immediate departure of, any person who breaches the House Rules, behaves in an abusive, threatening, discriminatory or disruptive manner, or poses a risk to the safety or comfort of others. Serious or repeated breach is grounds for suspension or termination under Section 8.5.

7.3 You are responsible for damage to Club equipment or property caused by your negligence or misuse, and the reasonable cost of repair or replacement may be charged to you.

8. Freezing, Cancellation and Termination

Freezing

8.1 You may request that your membership be frozen for one or more whole calendar months, up to a maximum of three (3) months in any rolling twelve-month period, by writing to the Club before the start of the relevant Billing Period. A freeze supported by a medical certificate will always be granted; other freeze requests are granted at the Club's reasonable discretion.

8.2 During an agreed freeze no Monthly Rate is charged, you may not access the Club, and no Guest Passes or Massage Credits accrue. An agreed freeze does not interrupt your membership: your Monthly Rate protection under clause 3.1 is preserved.

Cancellation by you

8.3 You may cancel your membership at any time, without giving a reason, by written notice to the Club (email to hello@pulsewellness.com is sufficient). Your membership then ends at the end of the Billing Period in which thirty (30) days from receipt of your notice expire. The Monthly Rate remains payable up to that end date; no further amounts are collected after it.

Termination by the Club

8.4 The Club may terminate your membership on thirty (30) days' written notice for any reason not involving breach — for example, on a permanent closure of the Club. In that case we will refund the pro-rated unused portion of any Billing Period you have paid for.

8.5 The Club may suspend or terminate your membership with immediate effect where: (a) fees remain unpaid as described in clause 3.4; (b) you commit a serious breach of this Agreement or the House Rules, or repeated breaches after warning; (c) you have failed to provide health information required for your safe use of the Facilities; or (d) your continued attendance poses a risk to the safety or wellbeing of any person. On termination for breach, fees already paid for the current Billing Period are not refunded, except where a refund is required by law.

Effect of ending your membership

8.6 When your membership ends for any reason, your protected Monthly Rate lapses permanently. If you later wish to rejoin, membership will be at the rates then published, and subject to capacity and any waitlist.

8.7 Sections 6 (liability), 10 (personal data), 11 (belongings) and 13 (general) survive the end of this Agreement. Any refund due under this Agreement will be paid to your registered payment method within fourteen (14) days.

9. Opening Hours and Closures

9.1 Opening Hours are published at the Venue and on www.pulsewellness.com. The Club may vary Opening Hours from time to time and will give reasonable advance notice of any lasting change.

9.2 Individual Facilities may be temporarily unavailable — for cleaning, maintenance, safety, capacity management, or occasional private member events — and the Club, which is situated within an operating hotel, may occasionally be affected by the Venue’s own operations. We will give as much notice of planned closures as is reasonably possible, and will schedule maintenance at low-traffic times where we can.

9.3 If the entire Club is closed for more than seven (7) consecutive days for reasons within the Club’s control, we will, at your choice, extend your membership by the closure period at no charge or credit you the pro-rated portion of your Monthly Rate for the closure period.

9.4 The Club is not liable for any failure or delay caused by events beyond its reasonable control — including utility outages, severe weather, public-health measures, acts of government, or failures of the Venue outside the Club’s control — but will make reasonable efforts to restore access promptly and clause 9.3 will apply to closures within its control.

10. Personal Data

10.1 Carisma Wellness Group Ltd. is the controller of the personal data it processes about you as a member. We process your data to administer your membership and payments, to record check-ins and facility access, to hold the health information you provide for your safe use of the Facilities, and to contact you about your membership and Club operations, in accordance with the EU General Data Protection Regulation and the Data Protection Act (Chapter 586 of the Laws of Malta).

10.2 Full details — including the legal bases we rely on, retention periods, the processors we use, and your rights of access, rectification, erasure, restriction, objection and portability — are set out in the Privacy Policy, which forms part of this Agreement. Marketing communications are sent only with your consent, which you may withdraw at any time.

11. Lockers and Personal Belongings

11.1 Day lockers are available for your use while you are at the Club. All Access and VIP Members are allocated one permanent private locker for the duration of their membership. Lockers are provided for ordinary training and personal effects; please do not bring items of significant value to the Club.

11.2 The Club retains master access to all lockers and may open a locker on reasonable notice to you, or immediately where reasonably necessary for safety, hygiene or security reasons.

11.3 To the extent permitted by law, the Club is not liable for loss of, damage to, or theft of personal property at the Club, except where the loss or damage is caused by the Club’s negligence or where liability arises under a provision of Maltese law that cannot be excluded. Items left in day lockers overnight may be removed and held at the front desk; property unclaimed after thirty (30) days may be donated or disposed of.

12. Changes to These Terms

12.1 The Club may amend this Agreement (other than your Monthly Rate, which is protected under clause 3.1) by giving you at least thirty (30) days' written notice by email before the change takes effect.

12.2 If a change is materially adverse to you, you may cancel your membership by written notice at any time before the change takes effect, in which case your membership ends on the day before the change applies and we will refund the pro-rated unused portion of any Billing Period you have paid for. Continuing to use the Club after the notice period constitutes acceptance of the amended terms.

13. General

13.1 Entire agreement. This Agreement, together with your membership application, the House Rules and the Privacy Policy, constitutes the entire agreement between you and the Club in respect of your membership and supersedes any prior summaries or representations. If there is any conflict between this Agreement and the general terms published on www.pulsewellness.com, this Agreement prevails in respect of your membership.

13.2 Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions continue in full force.

13.3 No waiver. A failure by either party to enforce any provision of this Agreement is not a waiver of the right to enforce it later.

13.4 Assignment. The Club may assign or transfer this Agreement to another entity within the Carisma Wellness group, or to a successor operator of the Club, provided your rights under it — including your protected Monthly Rate — are not diminished. Your membership is personal and you may not assign or transfer it.

13.5 Notices. Notices under this Agreement must be in writing. The Club will use the email address you provide in Section 14; you may write to the Club at hello@pulsewellness.com or Pulse Social Wellness Club, Grand Hotel Excelsior, Great Siege Road, Valletta, Malta.

13.6 Governing law and jurisdiction. This Agreement, and any dispute or claim arising out of or in connection with it (including non-contractual disputes), is governed by the laws of Malta. The courts of Malta have jurisdiction, without prejudice to any mandatory consumer rights you may have to bring or defend proceedings elsewhere.

14. Acceptance and Signature

By signing below, the Member confirms that they have read and understood this Agreement — including the health declaration and assumption of risk in Section 6 — and agrees to be bound by it.

MEMBER FULL NAME	ID / PASSPORT NUMBER
EMAIL ADDRESS	PHONE NUMBER
MEMBERSHIP TIER (OFF-PEAK / ALL ACCESS / VIP)	MONTHLY RATE (€) · START DATE

MEMBER SIGNATURE · DATE	FOR AND ON BEHALF OF CARISMA WELLNESS GROUP LTD. · NAME, SIGNATURE, DATE
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