



# GENERAL TERMS AND CONDITIONS

## ARTICLE I - INTRODUCTORY PROVISIONS

- The subject of these General Terms and Conditions (the „GTC“) is the regulation of mutual rights and obligations between the company Fitness Place s.r.o., with its registered office in Pteznická 233/8, 150 00 Prague 8, ID no. 05785880 (the „Company“) and the individual using the services of the Fitness Club run by the Company (the „Club“).
- The Club is not a legal entity. No civic association, society or any form of asset co-ownership has been established between the member of the Club (the „Member“) and the Company. Membership in the Club serves only to provide services to Members and Members are entitled to use the Club facilities in the specified extent.
- Services provided by the Club should be generally understood as the provision of premises and equipment for exercise, the organisation of various types of classes and other sport activities, including instructors for these activities, the provision of relaxation facilities, and further provision of various other paid services such as personal training, massage, revitalisation, beauty services etc. This list of services is not complete and it entirely depends on the discretion of the Company. The services are provided in particular Clubs of the Company, unless expressly stated otherwise.
- These GTC are binding for all persons who use or intend to use the services of the Club (regardless of whether or not the person is a Member of the Club). All the obligations arising from these GTC for the Members are binding in the same range for non-members of the Club. These GTC also apply to Members who have membership status on the basis of a contract concluded between the company and a third person in their favour.

## ARTICLE II - ACQUIRING AND TERMINATING CLUB MEMBERSHIP, INTERRUPTION OF MEMBERSHIP

- Membership in the Club is acquired by concluding a Provision of Services and Membership Contract (the „Contract“) and by paying a registration and membership fee, or its first instalment. Membership in the Club is alternatively acquired by concluding a Contract, paying a registration fee, and depositing a minimum of CZK 1,000 credit on a prepaid card („Prepaid card“).
- Membership and related rights apply only to the Member; they are not transferable or negotiable, and do not pass to the Member's legal successor.
- The membership of a person under the age of 18 can only be established, if the Agreement is signed by a statutory representative of such person.
- The Member may withdraw from the Agreement concluded for a definite period of time as at the last day of the membership term. The Member may prematurely terminate their membership also by mutual agreement with the Club under the condition that the Member shall pay the Club at least 3 monthly payments of membership.
- The Member may withdraw from the Agreement concluded for an indefinite period of time each time as at the last day of each month of the membership term.
- A notice of withdrawal from the Agreement must be made in writing by means of a form which is available at the Club on Sales Department and at the website. A notice of withdrawal from the Agreement must be delivered to the aforesaid address of the Club on Sales Department.
- The contracting parties hereby take note of the fact that if the membership fee or any of its instalments is not paid within 60 days of the due date, the Contract will be terminated automatically with immediate effect. The Member is in such case obliged to pay the entire membership fee for the period prior to the termination of the Contract, as well as any other monetary obligations towards the Company that have arisen on the basis of or in connection with these GTC or the Contract. The Member in such case forfeits any prepaid instalments.
- If the Contract is concluded online, the Member has the right to withdraw from the Contract in which membership in the Club was arranged, by a written withdrawal delivered to the Company within fourteen days of the date on which the Contract was concluded. The Company will return all payments provided by the Member in relation to the Contract to the Member. If the Member used the services of the Company before delivery of the withdrawal, the registration fee and the proportional part of the membership fee allotted for the period of one month of the relevant membership will not be returned to the Member.
- The Company reserves the right to withdraw from the Contract with immediate effect (thus terminating the Member's membership in the Club) if the Member repeatedly or fundamentally breaches the Contract or these GTC or the Club's Operating Rules or if the Member repeatedly fails to heed instructions from Company management or Company employees responsible for running the Club and for its safety.
- A Member is entitled to withdraw from the Contract with immediate effect in the event that the Company repeatedly or fundamentally breaches the Contract or these GTC in a gross manner.
- The registration fee is not returned in any manner of Contract termination.

## INTERRUPTION OF MEMBERSHIP

- Based on a written request of a member whose membership in the Club lasts at least 3 months, supported by a medical certificate proving his/her health incapacity to perform sports activities for the period longer than 1 month the Company may interrupt membership of such Member in the Club for a maximum consecutive term of 2 months in the course of one year, unless otherwise agreed with the Member. Based on a written request of a Member whose membership in the Club lasts longer than 1 year and whose membership fee for the entire membership term is properly paid the Company may interrupt the membership in the Club even without any reasons for a maximum consecutive term of 1 month in the course of one year.
- When the membership is interrupted, the Member is not authorised to use the Club's services. The obligation to pay membership fees continues even for the period when the membership is interrupted. The membership term will be extended by the time the membership is interrupted and the membership fee for the time of the interruption will be offset to cover the extended time of the membership. If the Member cannot use the Club's services even during the extended membership, the extension cannot be transferred to the next period (the extension in the extension) without payment of the membership fee for this period.

## ARTICLE III - TYPES OF MEMBERSHIP

- FLEXIBLE** Membership - gives the right to the Member to use the Services of one selected Club stated in the Agreement for the whole operating hours of the Club.
- FLEXIBLE** Membership - version **PLATINUM** gives the right to the Member to use the Services of selected Clubs stated in the Agreement for the whole operating hours of the Clubs.
- FLEXIBLE** Membership - **GOLD** version of the membership is intended for students and seniors. Student member refers to the age of 26 years or who present a valid certificate of study for the current school year. If the student does not submit a certificate of study for the current year or is under 26 years of membership is automatically terminated. Senior is a member who has reached the age of 60 and older. It entitles a member to use the services of selected clubs listed in the Agreement, during the entire working hours of Clubs.
- The **FLEXIBLE** Memberships are concluded for an indefinite period of time, membership fees are paid in regular monthly payments for each month of the **FLEXIBLE** membership in advance.
- A Member may terminate **FLEXIBLE** Membership in accordance with art. II hereof as at the last day of each month of the membership term.
- BASIC** Membership - gives the right to the Member to use the Services of one selected Fitness Club stated in the Agreement for the whole operating hours of the Club.
- BASIC** Membership - version **PLATINUM** gives the right to the Member to use the Services of selected Clubs stated in the Agreement for the whole operating hours of the Clubs.
- BASIC** Membership - **GOLD** version of the membership is intended for students and seniors. Student member refers to the age of 26 years or who present a valid certificate of study for the current school year. If the student does not submit a certificate of study for the current year or is under 26 years of membership is automatically terminated. Senior is a member who has reached the age of 60 and older. It entitles a member to use the services of selected clubs listed in the Agreement, during the entire working hours of Clubs.
- BASIC** Membership is concluded for a definite period of time of 3, 6 or 12 months, membership fees are paid either in regular monthly payments for each month of the **BASIC** Membership in advance or by a single payment for the whole period of the **BASIC** Membership at the moment the Agreement is signed.

- A Member may terminate **BASIC** Membership in accordance with art. II hereof as at the last day of each month of the membership term.
- The **BASIC** Membership can be extended if a Member informs the Company no later than on the last day of the validity of the **BASIC** Membership that s/he is interested in extended his or her membership. In such case the **BASIC** Membership will be extended by the term of validity of the original membership of the **BASIC** Membership stated in the Agreement.
- Should a Member not terminate the **BASIC** Membership or not inform the Company that s/he is interested in extending his or her **BASIC** Membership as of the last day of the membership validity, his or her **BASIC** Membership will change automatically to **FLEXIBLE** Membership. Within this **FLEXIBLE** Membership a Member will pay membership fees in regular monthly payments in the amount corresponding to the fee for his or her **BASIC** Membership.
- „Corporate“ membership for companies - a legal entity or natural person enters into a contract with the Company, based on which the third parties that have a working or other similar relation to such entity/person will be entitled to use the Club's services for the term of such membership at a lower membership fee.
- Further details regarding individual types of the membership are posted on the premises of a Club and they will also be provided by the Company at a request. An offer of individual types of membership can be different in each Club.

## ARTICLE IV - MEMBERSHIP CARD

- After paying the registration fee and the membership fee (or its first instalment), or the first part of the amount of CZK 1,000 on a Prepaid card, the member will be issued with a membership card. A membership card is used to evidence membership in the Club and it entitles the Member to use the Club's services.
- A membership card is personal and non-transferable. It is forbidden to lend it to another person. Upon loss or theft of the membership card the Member is obliged to report this immediately to the Club. The Member is required to pay a fee of CZK 250 for a replacement card.
- Before each visit to the Club, the Member is obliged to prove his/her identity with the membership card. In the event of doubt about a Member's identity, the Member is obliged at the request of Company employees to prove his/her identity with a valid ID card, passport or other official ID with a photograph. If the Member fails to prove his/her identity with a membership card or if he/she fails to prove his/her identity on request, the Member has no right to the provision of Club services and the Company is entitled to deny the Member entry to the Club.

## ARTICLE V - PREPAID CARD

- Prepaid card is established for the Member without undue delay after conclusion of the Contract. At the same time the Member is granted access and use rights to the Member zone portal, through which the Member can track transactions made using the Prepaid card. The Member receives the access details at the same time the access rights are granted to him/her.
- Prepaid card is used to preserve monetary value in electronic form and to cashless payments for services and other performance provided to the Member by the Company under conditions set out herein.
- The amount of cash balance on the Prepaid card can be found through the Member zone portal after entering the access details and also at the reception upon submission of the membership card and the Member identification.
- Deposits to the Prepaid card can be made in cash, by bank transfer to the bank account specified in the Contract and upon an agreement of the contracting parties also through other monetary benefits and so-called meal vouchers.
- Payment for a selected service or performance in the Club can only be made if the Member proves his/her identity by the membership card issued to his person. Payment will only be made if the Prepaid card balance is sufficient with respect to the price of the requested performance. Upon payment, the Member receives a written confirmation of payment.
- The Member agrees that he/she is entitled to demand the return of the deposited funds only in connection with termination of membership in the Club. This is without prejudice to the Company's right to make unilateral set off of receivables against the Member, including compensation for damages.

## ARTICLE VI - FEES

- Unless agreed otherwise, the registration fee and the membership fee (its first instalment) or the first required deposit on a Prepaid card are payable upon conclusion of the Contract. Also due upon conclusion of the Contract:
  - In the case of Flexi 12 and Flexi Off-Peak, the instalment for the 12th month of membership;
  - In the case of Flexi 24, the instalments for the 12th and 24th months of membership. In exceptional cases, the instalment for the first month of membership may be paid in the month following conclusion of the Contract.
- If the membership fee is not paid in full upon signing the Contract, the Member is obliged to pay the membership fee in monthly instalments by either direct debit or credit card. Direct debit instalments are paid on the basis of an instruction for direct debit issued by the Club from the Client's bank account stated in the Contract (the „Client's Account“). The Member is obliged to inform the bank maintaining the Client's Account about his/her consent with such direct debit (in the form required by the bank) no later than the 14th day after signing the Contract (the „Consent“). The Consent must be valid no later than the 15th day after signing the Contract. The terms of the Consent must allow the processing of the instalment payments in full and in time. If the Member chooses to pay the instalments by credit card, he/she must sign the required consent together with the Contract. In exceptional cases it may be possible to pay the monthly instalments by standing order. In this case, each payment is payable by the 12th of each month.
- The fact that the Member does not use the services of the Club does not relieve the obligation to pay membership fees. With the exceptions set out in these GTC, the Company does not pay compensation or return membership, registration, or subscription fees paid during the membership.
- If a Member pays favourable membership fees, and if on a given day that Member ceases to fulfil the conditions for the provision of favourable membership, then as of that day the Member is obliged to pay membership fees in the amount stipulated for Flexi membership according to the current price list. Alternatively the Member may request that the duration of his/her membership be shortened to the term that would be covered by already paid membership fees which will be calculated to regular membership fees for Flexi membership.
- The Company reserves the right to increase membership fees unilaterally and adequately due to changes in the relevant legislation in the Czech Republic, particularly if there is an increase in the rates of VAT and/or other taxes after the conclusion of the Contract.
- The Company also reserves the right to increase fees at the beginning of each calendar year by a percentage equal to the percentage of the average annual inflation rate in the Czech Republic for the previous calendar year, as expressed by the increase in the average annual consumer price index published by the Czech Statistical Office. This increase is effective for all membership fees from the date on which the increase is posted in the Club premises.
- In the event of a Member being three or more days in delay with the payment of a membership fee (or instalment), the Member is obliged to pay the Company a contractual penalty of CZK 350 plus 0.05% of the amount owed for each day of delay. The same contractual penalty applies also in the case that a direct debit payment or credit card payment is rejected through no fault of the Company.
- The Company is entitled to deny a Member entry to the Club in the event of a delay in the payment of fees or their instalments until the amount owed is paid, including the contractual penalty pursuant to paragraph 7 above.
- The registration and membership fees may be paid by a third person (the „Payer“), who obtains for him/herself neither a membership nor any related right to use the services of the Club, yet who appoints another person - the Member, on whose behalf the Payer will pay the fees, and who will become a member of the Club after conclusion of the Contract. The Company and the Payer will enter into an independent „Contract on Membership of a Third Person“ and these GTC are binding for the Payer (especially the provisions relating to the payment or non-payment of membership fees). All of the financial obligations arising from the Contract with the appointed Member are to be paid by the Payer; this also includes the obligation to pay contractual penalties and

other sanctions according to the Contract with the appointed Member. In case of non-payment of the membership fees, the Contract with the appointed Member will be terminated in accordance with these GTC. No rights of the appointed Member towards the Company arise from the Contract on Membership of a Third Person.

## ARTICLE VII - PARTIES' LIABILITY AND RESPONSIBILITY

- The Company is liable for damage to the property or health of Members in the event that the damage was due to a direct and unambiguous culpable (in the form of intention or gross negligence) breach of the obligations of the Company or its employees.
- The Member is responsible to the Company for damage caused to the Company or its subcontractors in breach of its statutory or contractual obligations arising from the contract, these GTC or the Club's Operating Rules.
- Lockers are available for holding Member's property (except money and other valuables). The Member is responsible for the secure locking of his/her locker. If the locker is not locked, the Company is not responsible for damages caused to things put inside.
- Money and other valuables cannot be left in changing room lockers and must be deposited at reception or placed in the secure lockers at reception. The Company is not liable for money or other valuables that have not been deposited at reception or in the secure lockers.
- When using the Club's services the Member is obliged to follow instructions of the Company and its instructors or other persons providing services to the members of the Club on behalf of the Company. If the Member finds out that his/her health condition does not allow him/her to continue in using the services or such continuation could endanger his/her health, he/she is obliged to notify the Company or its representatives (instructors) immediately and immediately terminate using the services or other sport activities. The Company is not responsible for any injury to health or property, which could arise to the Member as a failure of such a procedure or failure to follow instructions of the Company or instructors. The Company is not responsible for any injury to health or any damage to property caused by the Member intentionally or negligently, or after reevaluation of his/her physical condition.
- Whenever the Member considers that any of the Club's services was not provided properly, the Member is obliged to notify it to the Company without delay, at the latest on the first day following the day when the Member learned of the alleged faulty service provision (the „Complaint“). The Company will examine the Complaint and inform the Member about the examination result within 30 days of the Complaint delivery. Should the Company recognize that the Complaint is justified, the Company will offer to the Member a compensatory provision of the same service or another service from those which are at the time normally provided to the Members.
- The Club may implement a smart member card system in the selected premises of the Club; the Member shall specify in the Application Form if the Member grants their consent to having a photo on JATOMI Fitness Member's card. In the case of implementation of such system, the Member shall receive a Member's card (included in the paid membership fee) operable in the smart system of Member cards. If a Member loses the card, the Member will be obliged to pay a fee of CZK 250 for issuing a new Member's card.
- The Club may implement in the selected premises of the Club a biometric technology using papillary lines data (edge points): the Member shall specify in the Application Form if the Member grants their consent to having papillary lines data in their JATOMI Fitness Member's bracelet. In the case of implementation of such technology, each Member shall receive a Member's bracelet, the price of which is included in the membership fee. If a Member loses the bracelet, the Member will be obliged to pay a fee of CZK 300 for issuing a new bracelet.

## ARTICLE VIII - FINAL PROVISIONS

- A Member is obliged to notify the Company of any change in the personal and contact data given in the Contract and to do so without undue delay after the change has occurred.
- The Company is to send all documents to the Member to the address given in the Contract or to the last address stated by him/her. In the event of any doubt, a document is deemed delivered at the moment when the postal licence holder has delivered the document to a place where the Member can take over the document (ie even by depositing it at the Member's local post office).
- The Company processes the personal data of the Member stated in the Contract or personal data disclosed to the Company for the purposes of conclusion and management of the Contract, for the fulfilment of its legal obligations or with the consent of the Member for sending commercial communications, or for another purpose to which the Member has given his / her consent. The processing of personal data is made in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and the related Czech legislation, and in accordance with the Company's Privacy Policy Fitness Place s.r.o., indicating how the Company handles the personal data of a Member, what information about a Member is saved, what information is used and to whom are these personal data handed over. The Privacy Policy also includes a list of all Members' rights in relation to the processing of personal data, in particular the right to information, rectification, erasure, right to withdraw consent with processing at any time. In connection with the processing of personal data, the Company declares that (i) processes personal data in accordance with legal requirements; (ii) ensures that persons authorized to process personal data are bound by confidentiality or subject to a statutory duty of confidentiality; (iii) take appropriate technical and organizational measures to ensure the necessary level of security of personal data; and (iv) in the case of a breach of security of personal data with a risk to the rights and freedoms of natural persons, the Company shall inform the supervisory authority, data subjects eventually.
- The Company is entitled at any time to temporarily or permanently change the scope of services or facility of the Club, or the address of the Club without influence on other conditions of already existing memberships in the Club (excluding cases when a Member proves that by changing the address his/her traffic accessibility to the Club has been significantly reduced - in such case he/she is entitled to terminate the Contract with effect on the day of delivery of the notice to the Company).
- The Company is authorized at any time to unilaterally change the Club's Operating Rules or the price list of services. Except as detailed in clauses V.5 and V.6 above, the change of the price list is not applicable to memberships existing in the time of such change. Changes in the Club's Operating Rules apply to the Member on the day of publication in the Club premises.
- In the event of amending these GTC or the Contract, the Company is obliged to send the Member a proposal of the new version either by e-mail or in writing to the last known address of the Member. a. If the Member does not agree with the change of the GTC or the Contract, he/she is obliged to notify the Company immediately after he/she obtains the proposal.
- If the Member notifies the Company of his/her disagreement, the GTC and the Contract in the original version stay valid.
- If the Member agrees with the change of the GTC or Contract, he/she is also obliged to notify the Company immediately after he/she obtains the proposal. If he/she does not respond in writing or by e-mail but after obtaining the proposal of the changes visits the Club (without notifying the Company of his/her disagreement with the proposal when visiting the Club), it is considered that he/she has implicitly agreed with the proposal. When it is expressly or implicitly agreed, the changes of the GTC or Contract are effective from the first day of the month following that agreement.
- The current version of the GTC is always available on the Company's website, in the Club's premises and upon request at the Company.
- Any possible invalidity of any of the provisions of these GTC does not affect the validity or effectiveness of the remaining provisions.
- The contracting parties' mutual rights and obligations in matters not expressly regulated by these GTC are governed appropriately by the rule of law of the Czech Republic. The parties agree that the following provisions of the Act No. 89/2012, Civil Code, will not be applied to the parties' legal relationships based on the Contract: §§ 1764-1766, §§ 1793 - 1795, § 1971, §§ 1971 - 1979, § 2000, § 2002, § 2050 a § 2593.
- These terms and conditions are valid and effective as of 1.7.2018.