



CityFit Club Terms of Use

INTRODUCTION

An individual using the services offered by CityFit Clubs (the Club Member), signs an Agreement on the use of the fitness club (hereinafter referred to as the "Agreement") with:

- a) CityFit Sp. z o.o. with its registered office at Twarda 18 in Warsaw, entered into the Register of Entrepreneurs of the National Court Register (KRS) by the District Court in Warsaw, XII Commercial Division of the National Court Register under KRS number 0000489476, NIP 525-251-96-84, REGON 147005970, with a capital of 60,000 PLN, in the case of the Club located at al. Tadeusza Rejtana 65 (Plaza Rzeszów) in Rzeszów.
- b) CityFit Sp. z o.o. with its registered office at Twarda 18 in Warsaw, entered into the Register of Entrepreneurs of the National Court Register by the District Court in Warsaw, XII Commercial Division of the National Court Register under KRS number 0000489476, NIP 525-251-96-84, REGON 147005970, with a capital of 60,000 PLN, in the case of the Club located at Twarda 18 in Warsaw.
- c) CityFit Sp. z o.o. with its registered office at Twarda 18 in Warsaw, entered into the Register of Entrepreneurs of the National Court Register by the District Court in Warsaw, XII Commercial Division of the National Court Register under KRS number 0000489476, NIP 525-251-96-84, REGON 147005970, with a capital of 60,000 PLN, in the case of the Club located at Głębocka 13 in Warsaw.
- d) CityFit Sp. z o.o. with its registered office at Twarda 18 in Warsaw, entered into the Register of Entrepreneurs of the National Court Register by the District Court in Warsaw, XII Commercial Division of the National Court Register under KRS number 0000489476, NIP 525-251-96-84, REGON 147005970, with a capital of 60,000 PLN, in the case of the Club located at al. Spółdzielczości Pracy 26 in Lublin.
- e) CityFit Sp. z o.o. with its registered office at Twarda 18 in Warsaw, entered into the Register of Entrepreneurs of the National Court Register by the District Court in Warsaw, XII Commercial Division of the National Court Register under KRS number 0000489476, NIP 525-251-96-84, REGON 147005970, with a capital of 60,000 PLN, in the case of the Club located at Kolistka 23 in Bielsko-Biała.
- f) CityFit Sp. z o.o. with its registered office at Twarda 18 in Warsaw, entered into the Register of Entrepreneurs of the National Court Register by the District Court in Warsaw, XII Commercial Division of the National Court Register under KRS number 0000520624, NIP 701-043-81-73, REGON 147410570, with a capital of 5,000 PLN, in the case of the Club located at 1 maja 64 in Wałbrzych.



- g) CityFit Sp. z o.o. with its registered office at Twarda 18 in Warsaw, entered into the Register of Entrepreneurs of the National Court Register by the District Court in Warsaw, XII Commercial Division of the National Court Register under KRS number 0000489476, NIP 525-251-96-84, REGON 147005970, with a capital of 60,000 PLN, in the case of the Club located at al. Grunwaldzka 472A in Gdańsk.
- h) CityFit Sp. z o.o. with its registered office at Twarda 18 in Warsaw, entered into the Register of Entrepreneurs of the National Court Register by the District Court in Warsaw, XII Commercial Division of the National Court Register under KRS number 0000489476, NIP 525-251-96-84, REGON 147005970, with a capital of 60,000 PLN, in the case of the Club located at Rynek 12 in Katowice.
- i) CityFit Sp. z o.o. with its registered office at Twarda 18 in Warsaw, entered into the Register of Entrepreneurs of the National Court Register by the District Court in Warsaw, XII Commercial Division of the National Court Register under KRS number 0000489476, NIP 525-251-96-84, REGON 147005970, with a capital of 60,000 PLN, in the case of the Club located at Kruszwicka 1 in Bydgoszcz.
- j) CityFit Sp. z o.o. with its registered office at Twarda 18 in Warsaw, entered into the Register of Entrepreneurs of the National Court Register by the District Court in Warsaw, XII Commercial Division of the National Court Register under KRS number 0000489476, NIP 525-251-96-84, REGON 147005970, with a capital of 60,000 PLN, in the case of the Club located at Szewska 3A in Wrocław.

All the abovementioned entities run Fitness Clubs under the CityFit brand, based on the terms outlined in the Terms of Use.

DEFINITIONS

- 1) Basic terminology used in the Terms of Use:
 - a) CityFit – the company (referred to in the introduction above) with which the Club Member signs an Agreement.
 - b) Club Member – a person who uses the services offered by CityFit, who has met the conditions specified in point 2 below.
 - c) Club – a location selected by the Customer through the online system when purchasing a Membership.
 - d) Customer Zone – a zone available to the Customer after logging in to his/her individual account on www.cityfit.pl, which allows for: Membership registration, access to invoices, Membership and purchased services information.
 - e) Kiosk – a device located in the Club lobby to complete the Membership registration process, Membership purchase, and the printing of necessary approvals.



- f) Membership Freeze – an action taken by a Club Member in order to maintain the validity of his/her Club Membership with a lowered Membership fee, but which does not allow entry to a Club.
- g) Membership fee – the fee for using the services offered by the Club.
- h) Subscription fee – a fee that a new Member may be charged in connection with joining the Club.
- i) Membership Freeze fee – a lowered Membership fee charged after the Membership freezing date, as a result of maintaining the validity of a club Membership, but which does not allow entry to a Club.
- j) Payment Day – a payment day is considered as:
 - i. The Opening Day of a Club to customers, in the case of customers who purchased a Membership earlier.
 - ii. The day a Member joins a Club, or the day the Member chooses to activate his/her Membership.
 - iii. The day of unfreezing a Membership.
- k) Customer Opening Day – the day when customers with active Membership status can fully use Club services for the first time.
- l) Open Days – days where Members and those without a Membership can tour a Club and learn more about its offer.
- m) Short Term Membership Pass – all CityFit memberships are available at www.cityfit.pl, excluding the monthly membership. CityFit reserves the right to restrict the number of Short Term Memberships available.

MEMBERSHIP

2) CityFit Club Member status and the right to use the services offered by the Club are obtained when the following conditions are met:

- a) Online registration in the Customer Zone at www.cityfit.pl.
- b) Leaving a fingerprint during the first visit to the Club (the system designates characteristic fingerprint points, connecting them with lines and creating a fingerprint map, after which the system connects the registered person with the fingerprint. The system is unable to reverse the fingerprint writing process and replace it with a new one – the system memorizes only the image, the map, not the real print. The binary system doesn't allow the use of data by unauthorized persons, or even institutions such as the police).
- c) Paying the Membership fee, and in some cases, the Subscription fee.
- d) Giving written consent for processing personal data.



- e) Giving legal guardians' written consent for purchasing a Club Membership and using Club services for minors over 16 years of age.
- 3) A Club Member doesn't receive a pass or any other document confirming Club Membership. Entry to the Club is verified through the fingerprint system, by applying your finger to the reader at the entrance. The system recognizes registered and paid Membership and allows entry to the Club. Members leave the Club through the same system.
- 4) A Club Member is only entitled to use the Club assigned to the location selected by the Customer in the online system when purchasing a Membership. The Club Member doesn't have the ability to use Clubs assigned to other locations.
- 5) In case of Membership Fee debts, CityFit may limit a Membership by blocking access to the Club. A Club Member will be informed of this via one of the following methods: telephone, text message, e-mail, in person or in writing. After 7 days, the customer will be informed of the existing debts and the possibility of settling payments. A Club Member will lose his/her Membership 14 days after the payment date, and will be informed about this via one of the following methods mentioned above.
- 6) Membership cancellation occurs when a Membership fee is not paid for the next period, as described in point 5, as well as through online voluntary cancellation in the Customer Zone at www.cityfit.pl, after which the Membership will be cancelled at the end of the period for when the Membership fee was due. The fee could have been already collected or could still be in process. Club Member status can be obtained again after meeting the conditions specified in point 2.
- 7) CityFit reserves the right to immediately revoke a Club Member's right to Membership in the case of providing false, incorrect or doubtful personal and contact information. In this situation, the Club Member does not have the right to be reimbursed for unused Membership funds.
- 8) CityFit offers its Members special price offers before a Club Opening Day by providing a Fixed Price Guarantee. The price for joining:
- before the opening of the Club located in Rzeszów will remain unchanged for a period of 12 months, after which the price will be the same as on the Club's Opening Day.
 - during the first 24 hours before the opening of the Club located in Bydgoszcz will remain unchanged for 12 months, after which the price will be 49 PLN.
 - before the Club opening located in Wrocław will remain unchanged for 3 months, after which the price will be 39 PLN.
- 9) CityFit provides Members with a Fixed Price Guarantee, which means that a Club Member's original Membership price will never increase, no matter what the current Club prices are, and in accordance with point 8 above.



10) CityFit provides its members with a Money Back Guarantee when a Club Member cancels his/her membership until 24:00 on Opening Day through logging on to his/her account in the Customer Zone.

11) Customers can freeze their membership at any time by logging into the Customer Zone. The membership will be frozen starting the first day after the end of the settlement period of the Club Member who submitted the freeze order. The customer will be informed about the Membership Freeze, and the date the freeze will come into effect.

12) Customers can unfreeze their membership at any time by logging into the Customer Zone. Unfreezing takes place on the day that the unfreezing order was submitted, and this day becomes a new Payment Day. Unfreezing takes place when a new Membership payment is generated, which will be collected automatically by the system on the Payment Day. For Members joining a Club before its Opening Day, Membership will become active on the Opening Day of the Club. For Members joining a Club after its Opening Day, Membership will become active on the day a payment is made, or on the date specified by the Club Member, which can be postponed no later than 3 months. CityFit warns that postponing the Membership activation date may not be possible for certain Short Term Membership Passes. Detailed information is provided at www.cityfit.pl

13) A person without any medical conditions can become a Club Member, if:

- a) he/she is at least 18 years of age and has full legal capacity.
- b) he/she is a minor over 16 years of age, after submitting legal guardians' written consent for purchasing a Club membership and using Club services. The legal guardian giving consent will be informed that the minor over 16 years of age is exercising on his/her own, and that CityFit is not responsible for injuries and accidents resulting from non-compliance with safety rules and the rules for using the Club. An outline of a written consent is available for download at www.cityfit.pl

14) A person with medical conditions may become a Club Member at his/her own risk.

15) The Membership fee allows Club Members to attend fitness classes indicated in the schedule without any limitations, but subject to the following:

- a) Fitness classes require reservations which must be made through the Customer Zone. Fitness class reservations can be made up to 48 hours before the start of classes. Persons who have been given the right to enter the Club through Code Access due to the inability to enter through the fingerprint access control system or portals (people with disabilities, or with the inability to give fingerprints) are not able to access the reservation system and cannot reserve a spot for fitness classes. This is due to the fact that the access control system is compatible with the reservation and fitness class attendance system. The entire process is fully automated in CityFit Clubs. Persons with disabilities or with the inability to register fingerprints are able to attend fitness classes with free spots.



16) CityFit reserves the right to verify attendance at classes. In the case of a Club Member's absence at pre-booked classes, CityFit has the right to block his/her possibility of enrollment for 7 days after the missed class was recorded.

17) Reservations for classes as well as reservation cancellations are mandatory and can be done using the Customer Zone, which can be accessed by logging on to www.cityfit.pl. The cancellation of class reservations is possible until at least 3 hours before the scheduled class time.

PAYMENT

18) The following rules apply for payments:

- a) CityFit uses only a non-cash payment system.
- b) The first payment and fees for Short Term Membership Passes can be made either by credit card (Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro) or by using the przelewy24 option.
- c) Monthly Membership fees are paid by one of two payment methods:
 - i. Using a credit/debit card with an online payment feature, which allows CityFit to charge the Club Member's bank account with the full Monthly Membership fee in a given billing period, and in every billing period after that for the duration of the Membership, without having to notify the Club Member.
 - ii. Making a direct payment, which allows CityFit to charge the Club Member's bank account with the full Monthly Membership fee in a given billing period, and in every billing period after that for the duration of the membership, without having to notify the Club Member.
- d) In the event that funds can't be retrieved from the Club Member's account, CityFit will make several attempts to charge his/her bank account. If the attempts are unsuccessful, CityFit has the right to temporarily suspend the Club Member's Club use, or to completely cancel his/her membership in accordance with point 5 of the Terms of Use.
- e) If the payment date falls on a day that is not a business day, a direct payment will be issued on the next business day after the payment date.
- f) The customer is obliged to provide sufficient funds on his/her bank account, so that the necessary payment amount can be made on the Payment Date, either through direct payment or card payment.
- g) The customer is obliged to provide a signature, or signatures (in the case of co-owned bank accounts) on the direct payment form, which is/are the same as the signature(s) given to the bank.



- h) The customer is obliged to inform CityFit and to establish a different way of carrying out payments if:
 - i. The customer cancelled the previously settled direct payment authorization in his/her bank.
 - ii. The customer's bank account funds are insufficient to cover the full amount of the direct payment transaction.
 - iii. The customer's bank account has been closed.
 - iv. The customer has authorized the bank to cancel direct payments.
 - v. The customer has changed the personal data in his/her bank necessary for CityFit's direct payment transactions.
 - vi. CityFit cancelled the selected method of payment due to unsuccessful attempts to charge the customer's account.
- i) CityFit reserves the right to cancel the method of payment selected by the customer after unsuccessful attempts to charge the customer's account.
- j) The direct payment service may incur costs for the customer from his/her bank, which CityFit will not refund.
- k) CityFit reserves the right to potentially collect funds from unrealized direct payments.
- l) The customer is obliged to confirm that his/her bank handles direct payment transactions before he/she chooses this method of payment.
- m) The customer is obliged to inform his/bank about direct payment cancellation to avoid possible bank charges for establishing the direct payment transaction.
- n) The Membership Freeze fee is calculated from the next due payment, and according to the following:
 - i. If the customer freezes his/her membership by 23:59 on the last day of his/her membership, the Membership Freeze fee will be charged during the next billing period.
 - ii. Freezing a membership after 23:59 on the last day of a membership is equivalent to the start of a new billing period for which a full Membership fee amount will be required, and the Membership Freeze fee will be charged on the first day of the following month.
- o) CityFit reserves the right to grant discounts to customers for the presently applicable: Subscription fee or Member fees.
- p) The discount will be given in the form of a discount code generated by the computer system.
- q) The discount code referred to above may be provided to the customer by a CityFit employee or by a person working for CityFit in another form, including personal trainers who are not CityFit employees.



- r) The customer receives a discount code from the person referred to above in an electronic (e.g. e-mail) or paper form.
- s) The discount code given to the customer cannot be sold.
- t) CityFit reserves the right to make decisions regarding the discount criteria and giving discounts.

CANCELLATION

19) Agreements entered by the customer through the Internet (online) or through a Kiosk are treated as distance Agreements, in accordance with the provisions of the Act of June 24th 2014 on consumer rights (Journal of Laws of the Republic of Poland, No. 827).

20) A customer who has entered into an Agreement in one of the ways referred to in point 19 has the right to withdraw from the Agreement, which can be executed within 14 (fourteen) days from the date of entering the Agreement.

21) The right of cancelling an Agreement is made by the customer by submitting a written Agreement cancellation declaration, or in an electronic form on www.cityfit.pl. The written declaration should include one of the following:

- a) The CityFit designation.
- b) The customer's designation.
- c) The date.
- d) A cancellation declaration: "I (insert name) hereby inform you of my withdrawal from the Agreement which was signed on (date) to use the fitness club (name, address)" – or an equivalent.

22) CityFit will refund the fee paid by the customer upon signing the agreement within 14 (fourteen) days from the date of receiving the cancellation declaration, to the bank account from which the charge was made, using the same method of payment used by the customer.

USING THE CLUB

23) The following terms are set out for Club use:

- a) Each Club has its own terms of use, which has particular rules regarding proper use of the Club and the equipment in it, as well as respecting the rights of other Club Members. Every Club Member is obligated to read the terms of use and follow them.



- b) Club Members are obliged to use the premises, facilities and equipment belonging to the Club in a manner consistent with their purpose. Club Members bear material liability for damage or destruction of the premises, facilities or equipment belonging to the Club.
- c) A Club Member is only allowed to enter and exit the Club through portals after scanning his/her fingerprint. Club Members are obliged to use the portals one at a time, it is prohibited for more than one person to be in the portal cabin at the same time. Allowing Club entry to third parties through opening portals with the fingerprint scan is also prohibited. This behavior is considered a violation of Club rules, and CityFit reserves the right to immediately revoke a Club Member of his/her Membership in this situation. The Club Member also does not have the right to be reimbursed for unused Membership funds. CityFit also reserves the right to impose a lifetime ban on entry to its Clubs.
- d) A Club Member is obliged to comply with fire regulations and instructions for the use of individual rooms and equipment belonging to the Club, especially instructions given by instructors and other Club staff.
- e) A Club Member is obliged to respect and preserve cleanliness, as well as comply with the generally accepted standards of behavior while using the Club. It is unacceptable to obstruct or prevent other Members' use of the Club, and to use any form of abuse or threats on Club premises, despite warnings from Club staff, including words commonly considered as abusive. It is also unacceptable to behave in a disgraceful manner towards other Club Members, this includes vulgar and obscene behaviors, as well racist behavior, molestation, or any form of discrimination based on race, religion or gender.
- f) Drinking alcohol or other intoxicants and smoking in the Club is forbidden. Persons who show signs of alcohol consumption or other narcotic drug use will not be admitted to the Club. CityFit reserves the right to restrict the rights of a Member who violates the above principles, as well as to immediately revoke his/her Membership, without reimbursing the Club Member for unused Membership time.
- g) A Club Member is obliged to wear a covered sport shoe at the Club, and rubber shoes with non-slip soles in the Club's bathrooms and shower cabins.
- h) A Club Member is obliged to possess and use a personal towel in the Club for hygienic reasons, and should have a padlock for his/her locker to ensure the security of his/her personal belongings.
- i) A Club Member is required to properly prepare a place for exercise so as to ensure safety for him/herself as well as for those around him/her. The Club Member should check that there are no obstacles that prevent him/her from doing the workout.
- j) CityFit allows members to become familiar with the basic safety rules for using Club equipment by conducting free introduction classes.



- k) CityFit and its instructors are not responsible for accidents and injuries on the Club grounds resulting from a Club Member's failure to comply with the Terms of Use.
- l) A Club Member is obliged to leave his/her personal belongings in a locker which must be secured with a padlock to prevent unauthorized access. CityFit is not responsible for belongings left in areas of the Club not intended for this purpose.
- m) The Club's lockers are emptied and cleaned daily between 2:00 and 4:00 in the morning. Any belongings left in the lockers will be deposited in the Club and can be picked up within 3 days. After this they will be considered abandoned in accordance with Article 180 of the Civil Code and they will be discarded or donated to charity.
- n) It is forbidden to leave belongings in a locker for a period exceeding the length of a Club workout, during which lockers should be closed. After finishing a workout, a Club Member is obliged to take his/her belongings out of the lockers before leaving the Club.
- o) In situations not regulated by these Terms of Use, the Club Manager reserves the right to arbitrarily make decisions regarding the functioning of the Club.

PERSONAL DATA PROTECTION AND PRIVACY POLICY

24) The Personal Data Administrator for processing Club Member data which allows the use of Club services is CityFit Sp. z o.o. in the case of the following clubs:

- CityFit Plaza Rzeszów
- CityFit Rondo ONZ
- CityFit Targówek,
- CityFit Lublin
- CityFit Bielsko-Biała
- CityFit Gdańsk
- CityFit Katowice
- CityFit Bydgoszcz
- CityFit Wrocław

In the case of the CityFit Wałbrzych Club, the Personal Data Administrator is CityFit 24/7 Sp. z o.o.

25) The legal basis for processing a Club Member's personal data in connection with the use of Club services includes:

- a) Article 23 par. 1 point 1 of the Act of August 29th 1997 on the protection of personal data (Dz. U. 2002 No. 101, pos. 926, hereinafter referred to as Uodo), i.e. the consent expressed by a Club Member regarding his/her personal data.



- b) Article 23 sec. 1 point 3 of Uodo, i.e. the execution of the service Agreement that is the subject matter of these Terms of Use.
 - c) Article. 23 sec. 1 point 5 of Uodo, i.e. the fulfillment of legally justified objectives pursued by the Data Administrator.
- 26) A Club Member's personal data will not be shared with other recipients, in accordance with Article 7 point 6 of Uodo.
- 27) Sharing personal data in connection with using Club services is voluntary, However, using Club services is only possible by giving personal data in the registration process.
- 28) Club members have the right to access the content of their data and the possibility to make changes to this data.
- 29) CityFit implements technical measures to prevent unauthorized access to personal data sent electronically.

OTHER PROVISIONS

- 30) CityFit has the right to temporarily stop services and close Club facilities in order carry out maintenance work, renovations or other activities that prove to be necessary for the proper functioning of the Club and for providing the highest level of services.
- 31) Before joining the Club for the first time, a Club Member is obliged to read and acquaint him/herself with the Terms of Use.
- 32) In the event that a Club Member violates the Terms of Use or behaves in a way contrary to social norms or standard morality and conduct, CityFit reserves the right to immediately revoke his/her Membership.
- 33) If you have any comments or complaints regarding the Club, please contact office@cityfit.pl. CityFit is committed to answering all of your messages within no more than 20 working days.
- 34) The Terms of Use will come into effect on its date of publication.
- 35) The Terms of Use may be subject to change. Every Club Member will be informed of the changes to the Terms of Use on www.cityfit.pl, where a statement containing the specific changes will be posted, and will stay posted for at least 7 consecutive calendar days. Club Members will also be notified of changes to the Terms of Use by e-mail. A Club Member has the right to cancel his/her Membership within 7 days of publication of the Terms of Use.
- 36) Changes to the Terms of Use, resulting from changes in the generally applicable law, do not require publication.