



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 525-257-43-64, 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 525-257-43-64, 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 525-257-43-64, 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 525-257-43-64, 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 525-257-43-64, 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. CityFit Sp. z o.o. Twarda 18, 23rd floor, 00-105 Warsaw office@cityfit.pl | www.cityfit.pl District Court in Warsaw XII Commercial Division of the National Court Register KRS: 0000489476; NIP: 525-257-43-64

- 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 525-257-43-64, 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 525-257-43-64, 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 525-257-43-64, 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 525-257-43-64, REGON 147005970, with a capital of 60,000 PLN, in the case of the Club located at Szewska 3A in Wrocław.
- k) CityFit Membership sp. z o.o. with its registered office at 18 Twarda Street 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 0000616392, NIP: 5272769131, REGON 364381649, with a capital of 5,000 PLN, in the case of the Clubs located at Sucha 1 in Wrocław, at Wrocławska 20 in Białystok, at Parkowa 20 in Chorzów and Cracow at Armii Krajowej 25.

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 Customers to freeze, resume and cancel their Membership as well as access invoices and information on Membership and purchased services.
 - e) Kiosk – a device located in the Club lobby to complete the Membership registration process, Membership purchase, and the printing of necessary approvals. CityFit Sp. z o.o. Twarda 18, 23rd floor, 00-105 Warsaw office@cityfit.pl | www.cityfit.pl District Court in Warsaw XII Commercial Division of the National Court Register KRS: 0000489476; NIP: 525-257-43-64
 - 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 – a 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.

- l) Open Days – days when both Members and those without a Membership can tour a Club and learn more about its offer.
- m) Membership Pass – all CityFit Memberships are available at www.cityfit.pl. CityFit reserves the right to restrict the number of Memberships available.
- n) Agreement – an agreement allowing the Customer to use Club services for the duration period of a chosen Membership Pass.

MEMBERSHIP

- 2) CityFit Club Member status is obtained when the following conditions are met:
 - a) online registration via the Customer Zone at www.cityfit.pl.
 - b) paying the Membership fee and in some cases the Subscription fee.
 - c) giving legal guardians' written consent for purchasing a Club Membership and using Club services for minors over 16 years of age.
- 3) The Customer receives access to the Club and the right to use Club services after:
 - a) 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).
 - b) the expiration of the withdrawal period referred to in Article 22 of the Terms of Use, unless the Customer submitted a statement requesting CityFit to start providing services before the expiration of the withdrawal period.
- 4) 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.
- 5) A Club Member is only entitled to use the Club assigned to the location selected by them in the online system when purchasing their Membership. The Club Member doesn't have access to Clubs at other locations.



6) 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 methods mentioned above.

7) Membership cancellation occurs:

- a) with the end of the time period for which the Membership was purchased;
- b) when the Membership fee for the next time period is not paid, as described in point 6;
- c) through online voluntary cancellation via the Customer Zone at www.cityfit.pl, after which the Membership will be cancelled at the end of the period for which the Membership fee was due.
- d) in other cases stipulated by the Terms of Use. Club Member status can be obtained again after meeting the conditions specified in point 2.

8) 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 such situation, the Club Member will be obliged to pay a contractual penalty of 100 PLN, which will be deducted with the claim to return the unused Membership funds. CityFit shall have the right to seek compensation exceeding the abovementioned penalty.

9) CityFit offers its Members special price offers before and after a Club's Opening Day by providing a Fixed Price Guarantee for Memberships purchased for an indefinite period of time. The price for joining:

- a) before the opening of the Club located in Rzeszow will remain unchanged for a period of 12 months, after which the price will be the same as on the Club's Opening Day.
- b) 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.
- c) before the opening of the Club located at Szewska 3A in Wroclaw will remain unchanged for 3 months, after which the price will be 39 PLN and the price for a Membership purchased between 00:00 on October 16th 2017 and 23:59 on October 27th 2017 will also remain unchanged for 12 months, after which the price will be 69.95 PLN.
- d) while purchasing Membership to the Club located in Białystok on 12th October 2017 from 00:00 to 14th October 2017 to 24:00 will remain unchanged for 6 months, after which the price will be 59,95 PLN



e) the Club located at Sucha 1 in Wrocław between 00:00 on October 16th 2017 and 23:59 on October 27th 2017 will remain unchanged for 12 months, after which the price will be 69.95 PLN.

f) the Clubs located at Sucha 1 and Szewska 3A in Wrocław between 00:00 on October 16th 2017 and 23:59 on October 27th 2017 will remain unchanged for 12 months, after which the price will be 79.95 PLN

Members who purchase a Temporary “Open 12-months” Membership to the Club located at Sucha 1 in Wrocław will be allowed entry to the Club located at Szewska in Wrocław after making a single payment until December 31st 2017. Entry to the Club located at Szewska 3A in Wrocław will be possible after receiving an individual access code, which then will have to be used during the registration process. Detailed information can be obtained by contacting the Club's personnel or at www.cityfit.pl. The individual access codes can be used solely by Members who received them and cannot be passed to third parties. In case of a violation of the Club Rules, Members will be banned from entering the Club located at Szewska.

CityFit provides its Members with a Fixed Price Guarantee which means that a Club Member's original Membership price for Memberships purchased for an indefinite period of time will never increase, no matter what the current Club prices are, and in accordance with point 9 above.

10) 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 9 above.

11) 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.

12) Club Members with a Membership purchased for an indefinite period of time can freeze their Membership by logging into the Customer Zone. The Membership will be frozen starting the first day after the end of the settlement period during which the Club Member submitted the freeze order. The Club Member will be informed about the Membership Freeze and the date the freeze will come into effect.

13) A Club Member can unfreeze his or her membership at any time by logging into the Customer Zone. Unfreezing takes place on the day of submitting the unfreezing order, and this day becomes the new Payment Day. Unfreezing causes a new Membership payment to be generated, which will be collected automatically by the system on the Payment Day or any next day on which the execution of the payment is possible. This way, the system gives an immediate access to the Club. For Members joining the Club before its Opening



Day, Membership will become active on the Opening Day of the Club. For Members joining the Club after its Opening Day, Membership will become active on a day specified by a Club Member, which can be postponed but no longer than 3 months. CityFit forewarns that postponing a Membership activation date may not be possible for certain Membership Passes. Detailed information is provided at www.cityfit.pl.

14) 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 noncompliance with safety rules and the rules for using the Club. An outline of a written consent is available for download at www.cityfit.pl.

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

16) The Membership fee allows Club Members to attend fitness classes indicated in the class 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 are available 48 hours before the start of a given class.
- b) Persons who have been given the right to enter the Club through Access Code due to the inability to enter through the fingerprint access control system or portals (people with disabilities, or with the inability to register their 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. At CityFit Clubs, the entire process is fully automated. Persons with disabilities or with the inability to register their fingerprints are able to attend fitness classes with free spots.

17) CityFit reserves the right to verify class attendance over the last 30 days. In the case of 2 Club Member's absences at pre-booked and not pre-cancelled classes, CityFit has the right to block his/her possibility of class enrollment for 7 days, counted from the day of the second absence

18) Reservations for classes as well as reservation cancellations are mandatory and can be done using the Customer Zone, which can be accessed by logging in at www.cityfit.pl. The cancellation of class reservations can be carried out at least 3 hours before the scheduled class time.

19) 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, depending on the chosen method of payment.
- c) Membership fees for subsequent periods are paid by one of the two following 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, or
 - 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 6 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 Membership fee can be collected on the payment date, either through direct payment or card payment.
- g) Club Members are 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) Club Members are obliged to inform CityFit and to establish a different way of carrying out payments if:
 - i. The Club Member cancelled the previously settled direct payment authorization in his/her bank.
 - ii. The Club Member's bank account funds are insufficient to cover the full amount of the direct payment transaction.
 - iii. The Club Member's bank account has been closed.
 - iv. Club Member has authorized the bank to cancel direct payments.



- v. Club Member has changed their personal data necessary for CityFit's direct payment transactions.
- i) The direct payment service may incur costs for the customer from his/her bank, which will not be refunded by CityFit.
- j) Club Member is obliged to confirm that his/her bank handles direct payment transactions before he/she chooses this method of payment.
- k) Club Member is obliged to inform his/her bank about direct payment cancellation to avoid possible bank charges for establishing the direct payment transaction
- l) 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.
- m) CityFit reserves the right to grant discounts to customers for the presently applicable: Subscription fee or Membership fees.
- n) The discount will be given in the form of a discount code generated by the computer system.
- o) The abovementioned discount may be given to the customer by a CityFit employee, or by a person working for CityFit in another way, including personal trainers who are not CityFit employees.
- p) The customer receives a discount code from the person referred to above in an electronic (e.g. e-mail) or paper form.
- q) The discount code given to the customer cannot be sold;
- r) CityFit reserves the right to make decisions regarding the discount criteria and giving discounts.

CANCELLATION

20) Agreements entered by the customer 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).



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

22) The right of cancelling an Agreement is made by the customer by submitting a written Agreement cancellation declaration. The written declaration should include at least the following:

- a) The CityFit designation.
- b) The Member'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.

23) In case of using the right of withdrawal specified in point 21, a Club Member is entitled to:

- a) if the statement from point 3b has not been submitted within 14 (fourteen) days from the date of receiving the cancellation declaration, CityFit will refund the fee paid by the customer upon signing the Agreement to the bank account from which the charge was made, using the same method of payment.
- b) if the statement from point 3b was submitted within 14 (fourteen) days from the date of receiving the cancellation declaration, CityFit will refund the fee paid by the customer upon signing the Agreement to the bank account from which the charge was made, using the same method of payment. The fee will be reduced by the amount paid for Club access for the period from the date of membership acquisition to the day of receiving the cancellation declaration. The fee is equal to the part of all fees paid by a Club Member proportional to the number of days from the day of membership acquisition to the date of receiving the cancellation declaration, in relation to the number 30.

USING THE CLUB

24) 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. CityFit Sp. z o.o. Twarda 18, 23rd floor, 00-105 Warsaw office@cityfit.pl |



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- 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. In such situation, the Club Member will be obliged to pay a contractual penalty of 100 PLN within 7 days of the date of membership loss. The fee will be deducted with the claim to return the unused Membership funds. CityFit shall have the right to seek compensation exceeding the abovementioned penalty amount according to general rules. 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. In such situations, the Club Member will be obliged to pay a contractual penalty of 100 PLN within 7 days of the date of membership loss. The fee will be deducted with the claim to return the unused Membership funds. CityFit shall have the right to seek compensation exceeding the abovementioned penalty.



- 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 introductory 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

25) 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 CityFit Wałbrzych, the Personal Data Administrator is CityFit 24/7 Sp. z o.o. In the case of CityFit Wrocławia, CityFit Białystok Zielone Wzgórza, CityFit Chorzów AKS and CityFit Kraków the Personal Data Administrator is CityFit Membership Sp. z o.o.

26) 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. CityFit Sp. z o.o. Twarda 18, 23rd floor, 00-105 Warsaw office@cityfit.pl | www.cityfit.pl District Court in Warsaw XII Commercial Division of the National Court Register KRS: 0000489476; NIP: 525-257-43-64
- 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.

27) A Club Member's personal data will not be shared with other recipients, in accordance with Article 7 point 6 of Uodo.

28) 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.

29) Club members have the right to access the content of their data and the possibility to make changes to this data.

30) CityFit implements technical measures to prevent unauthorized access to personal data sent electronically.

OTHER PROVISIONS

31) 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.

32) Before joining the Club for the first time, a Club Member is obliged to read and acquaint him/herself with the Terms of Use.



33) 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. In such situations, the Club Member will be obliged to pay a contractual penalty of 100 PLN within 7 days of the date of membership loss. The fee will be deducted with the claim to return the unused Membership funds. CityFit shall have the right to seek compensation exceeding the abovementioned penalty.

34) 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.

35) The Terms of Use will come into effect on its date of publication.

36) 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.

37) Changes to the Terms of Use, resulting from changes in the generally applicable law, do not require publication. CityFit Sp. z o.o. Twarda 18, 23rd floor, 00-105 Warsaw office@cityfit.pl | www.cityfit.pl District Court in Warsaw XII Commercial Division of the National Court Register KRS: 0000489476; NIP: 525-257-43-64