

GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

These general terms and conditions of the agreement (hereinafter referred to as: “GTC”) are applied to agreements concluded by and between **ZDROFIT spółka z ograniczoną odpowiedzialnością** with its registered office in Warsaw (02-758) at ul. Mangalia 4, entered in National Register of Entrepreneurs kept by District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under the number KRS 0000643347, Tax Identification Number [NIP]: 113 253 95 87, Business Identification Number [REGON]: 140085309, share capital of PLN 502,050.00 (hereinafter referred to as: “Zdrofit”) and persons using sport facilities run under the name “Zdrofit” (hereinafter referred to as: “the Club Members”).

I. General rules of using the Club

1. Rights and obligations of Zdrofit and Club Members are regulated by these General Terms and Conditions of the Agreement and by Rules and Regulations of Zdrofit Fitness Clubs (hereinafter referred to as: “Rules and Regulations”). The Club Member is obliged to follow the rules defined therein. GTC and Rules and Regulations are available at the reception desk of each facility run under the name of Zdrofit (hereinafter referred to as “Clubs”), as well as on Zdrofit’s website (www.zdrofit.pl).
2. These GTC are applicable to Club Members using services defined in the Offer or the Price list pursuant to:
 - a. an agreement concluded for a definite or indefinite period, or covering a specific number of entries (hereinafter referred to as the “Membership”);
 - b. purchase of a one-off entry to the Club (hereinafter referred to as “One-Off Entry”);
 - c. a personal invitation (hereinafter referred to as “Personal Invitation”);
3. Zdrofit uses the following types of Memberships:
 - a. “Chain Membership” – entitles to use all of the Clubs in chain run under the Zdrofit brand;
 - b. “Membership indicating the Home Club” – within this membership the Club Member is entitled to use services of the Home Club (i.e. The Club, in which the first Membership was purchased, a One-Off Entry or Personal Invitation was used, or that was chosen during the online purchase, and Zdrofit is obliged to provide services in this Club. Within the Membership with Home Club, Zdrofit makes other Clubs available to use; however, it is not obliged to the Club Member to provide services in these Clubs, which means that the change of localisation or closing of any of them does not constitute the change of the agreement; In case of a purchase of the next Membership, the Home Club remains the same, unless the Club Member declares the need of change.
 - c. “HOME Membership” – entitles to use one or more indicated Clubs.
4. The Club Member can change their Home Club:
 - a. as arranged by the Parties;
 - b. at the moment of a purchase of a new Membership or a use of a One-Off Entry or Personal Invitation.
5. Instructors and coaches of the Club, as well as external personal trainers, are allowed to conduct individual trainings provided that they obtain the consent of Zdrofit, sign an appropriate rules and regulations (“Rules and Regulations of Conducting Personal Trainings for Zdrofit’s Trainers” or “Rules and Regulations of Conducting Personal Trainings for External Trainers”) and pay appropriate fee agreed with Zdrofit.
6. Details of available services are provided in the Offer and the Price list.
7. Current Zdrofit’s Offer constitutes attachment No. 1 hereto.
8. Current Price list constitutes attachment No. 2 hereto.

9. The Offer and the Price list are available in the Club as well as on Zdrofit's website.
10. Available services can vary in different Clubs.
11. Each Membership is activated on the day indicated by the Club Member, however no later than within 30 days and at least during the first time when services provided by the Club are used within the Membership.
12. Particular Memberships entitle Club Members to use services provided by the Club in different hours on particular weekdays. Moreover, opening hours for Memberships can vary in particular Clubs. Details related to opening hours of Memberships are included in the Offer, save for opening hours in particular Clubs. Information about opening hours in particular Clubs is available in the Club, as well as on Zdrofit's website. At the same time, Zdrofit reserves the right to shorten or change opening hours of the Club during national and church holidays.

II. Age limits. Conclusion of the Agreement.

1. The services of the Club can be used by:
 - a. in case of the gym and fitness classes – persons over 12 years old, save for fitness classes dedicated to underage persons (kids classes) and personal trainings that can be attended by persons under 12 years of age as well;
 - b. in case of a swimming pool – everyone with no age limits;unless indicated otherwise in the Offer, the Price list, Rules and Regulations of Zdrofit fitness clubs (including attachments thereto).
2. Persons under 12 years of age can use services of the Club only in the presence of their adult guardian.
3. Persons over 12 and under 18 years of age can use services of the Club:
 - a. in the presence of their adult guardian or
 - b. with the written consent to use services of the Club independently given by their statutory representative (a parent, a legal guardian). In case of doubts regarding the authenticity of the representation of a parent's (legal guardian's) consent, employees of the Club can demand to file this representation in the Club in the presence of an employee of the Club.
4. Persons under 13 years of age may conclude the agreement only via a statutory representative.
5. Persons over 13 and under 18 years of age may conclude the agreement:
 - a. via a statutory representative or
 - b. personally – only after producing of written consent of a statutory representative. In case of doubts regarding the authenticity of the representation of a parent's (legal guardian's) consent, employees of the Club can demand to file this representation in the Club in the presence of an employee of the Club.
6. Regardless of the basis for using services of Zdrofit indicated herein, each Club Member submits to Zdrofit a filled-in form – **Membership Declaration**, in which they provide their data necessary for the execution of the agreement.
7. The Club Member's failure to provide the data required for the Membership Declaration may result in refusal to conclude the agreement.
8. Zdrofit has a right to refuse the conclusion of the new agreement with the Club Member, whose previous agreement had been terminated with an immediate effect due to the Club Member being in arrears with payments resulting from the agreement (pursuant to item XI.2 below), until the Club Member settles the outstanding payments.

9. Zdrofit has a right to refuse the conclusion of the new agreement with a person, whose previous agreement had been terminated with an immediate effect due to the person being in arrears with payments resulting from agreements on the use of services provided in sport facilities run by Benefit Systems S.A. or other companies from Benefit Systems S.A. Capital Group, until the person settles the outstanding payments.
10. In case of particular Clubs equipped with semi-automatic gates, coordinates from the Club Member's fingerprints may be taken; then they are converted into a digital code and saved on the entrance card. Coordinates from fingerprints are not saved or stored by Zdrofit. The Club Member uses the card with the digital code only in order to unlock the gate to enter the Club.

III. Membership Card.

1. Upon the conclusion of the Agreement, Club Members using the services provided by Zdrofit based on a Membership are given a personal membership card which is a medium of the Membership.
2. Membership card remains the property of Zdrofit.
3. The Club Member is obliged to have the membership card during every visit to the Club and present it, when asked by employees of the Club.
4. It is forbidden to share the card with any third parties.
5. Employees of the Club are entitled to check the veracity of the identity of the person presenting the membership card.
6. Employees of the Club are entitled to demand presentation of a document confirming the person's right to use the service in case of services intended for seniors, students, pupils or children.
7. The membership card presented by unauthorized person may be seized by the employee of the Club. In case of loss, misplacement or destruction of the membership card the person to whom the card was issued is obliged to cover the costs of issue of a duplicate. The cost of duplicate membership card is indicated in the Price list.

IV. Membership Fee

1. Purchase of the first Membership may be linked with paying a Membership Fee.
2. Information about the Membership Fee and its amount is included in the Price list.

V. Promotions

1. Zdrofit can introduce periodical special offers (hereinafter referred to as: "**Promotions**"), terms and conditions of which are specified in rules and regulations of a particular Promotion, available in the Club or on Zdrofit's website.
2. Promotions cannot be combined, unless otherwise directly determined in rules and regulations of a particular Promotion.
3. The Club Member using the Promotion is obliged to study rules and regulations of a particular Promotion.
4. In all the matters not regulated in rules and regulations of a particular Promotion, provisions hereof are applied.

VI. Suspension of the Agreement.

1. A Membership may include the possibility of its "Suspension". Information specifying whether a given Membership includes the possibility to suspend it is included in the Offer or the Price list.
2. Should the Membership include the possibility of "Suspension", the Club Member using the services provided by the Club under the Membership is entitled to file a statement, in which they declare they will not actively use the Club within the indicated period ("Period of Suspension") in accordance with information indicated in the Offer or the Price list.
3. As a result of filing of the above-mentioned statement, the settlement period, in which a Period of Suspension starts, is prolonged by the period equal to the Period of Suspension.
4. The following settlement periods (of a standard length) are postponed in comparison to the initial settlement period in such a way that the first day of a new settlement period is the day after the last day of a settlement period prolonged as a result of a Suspension.
4. For the settlement period prolonged as a result of a Suspension, Zdrofit charges the Club Member with the same amount – i.e. as for a standard settlement period.
5. In case of a Suspension being used by a person bound by the agreement for an indefinite period, the agreement is prolonged by a period equal to a Period of Suspension.

VII. Payments

1. Payments for particular services are made in advance, in accordance with the Offer and the Price list.
2. Should the Offer or the Price list include payments made with the use of "Espago" cyclical payments system, the payment is made in monthly cycles.
3. "Espago" cyclical payments are automatic charges of the Club Member's Visa, MasterCard or Maestro credit or debit card resulting from the agreement. The mechanism for handling safe cyclical payments is provided by Espago (a brand belonging to PSP Polska Sp. z o. o.), which fulfils international safety standards PCI DSS. Charges are made at regular intervals, within a deadline specified to the Club Member. Zdrofit does not store card numbers or any other data necessary to authorize transactions. Zdrofit reserves the right to retry to charge the Club Member's account, if a charge resulting from the agreement is not made within the deadline.
4. The Club Member obliged to settle payments with the use of "Espago" cyclical payment system is also obliged to set proper daily and monthly limits for their credit/debit card. The limits should be set for correspondence payments as well as payments made by telephone and via the Internet on the level ensuring the possibility of charging the required monthly fee.
5. Lack of possibility to successfully charge the credit or debit card does not exempt the Club Member from the obligation to make payments.
6. In case of the Membership for indefinite period, Zdrofit may notify the Club Member on approaching due date of the following tranche of payment in advance by e-mail or by letter on the address indicated by the Club Member in the agreement.

VIII. Assignment of rights resulting from the agreement

1. With Zdrofit's consent, rights and obligations of the Club Member might be assigned to a third party (assignment) within every Membership.
2. Persons interested in the assignment are obliged to contact the Club's employees in order to complete formalities.

IX. Withdrawal from the agreement in case of its conclusion via the Internet.

1. In case of conclusion of the agreement via the website www.zdrofit.pl, the Club Member can withdraw from the agreement without giving a reason, by filing a written statement at Zdrofit's address or personally in any Club, within 14 (fourteen) days from the date of purchase. To observe the time limit, it is enough to send the statement before the deadline by registered mail at Zdrofit's address. The specimen statement concerning the withdrawal from the agreement is available at Zdrofit's website, however using it is not compulsory.
2. In connection with the right to withdraw from the agreement referred to in clause 1 above, the Club Member can start using services after 14 days from the conclusion of the agreement.
3. The Club Member can start using services within 14 days, if they express such a will by:
 - a. marking the right box in order form (on www.zdrofit.pl website) or
 - b. if they filed appropriate written statement in the Club.In such case, if the Club Member withdraws from the agreement during a 14-day-long period, they will be charged a fee for using services within the period preceding the withdrawal from the agreement, proportionally to the period, during which they used services. The fee will be deducted by Zdrofit from the amount to be reimbursed to the Club Member.
4. The Club Member does not have the right to withdraw from the agreement, if they used the purchased service in full.
5. In case of successful withdrawal from the agreement it is considered invalid, and parties to the agreement reimburse to each other anything they provided, save for the above provisions.
6. Zdrofit reimburses dues to the person, who successfully withdrew from the agreement within 14 days from the date of withdrawal.

X. Modification clause

1. Zdrofit reserves the right to amend GTC or Rules and Regulations constituting a part of agreements including the possibility to terminate them based on principles defined in clauses below.
2. Amendments of provisions of GTC or Rules and Regulations can be introduced only for crucial reasons, i.e.:
 - a. amendments to products offered by Zdrofit, including amendments to the Offer or the Price list;
 - b. changes of solutions within the mechanism verifying the Club Member's rights to use the services provided by the Club, especially while using a membership card;
 - c. when a need to introduce changes is justified by the change of possible payment methods;
 - d. change of brand, Zdrofit's website or electronic mail address, including the one appropriate for processing of complaints;

- e. when the need of change is justified by reasons of safety of persons remaining at the site of the Club or results from the need of ensuring following principles of community life at the site of the Club;
 - f. when the need of change is justified by the need to improve customer service process or to increase the quality of provided services;
 - g. when the need of change results from extending the functionality of the Club or the scope of services provided by Zdrofit – in so far as it concerns the said new functions or services;
 - h. when the need of change results from the opening of a new Club, in which current rules will not apply – in so far as it concerns the new Club;
 - i. when the need of change is caused by the change of generally applicable provisions of law;
 - j. when the need of change is caused by legally binding administrative decision or legally binding ruling of the Court.
3. Before the amendment of GTC or Rules and Regulations will come into force, Zdrofit is obliged to deliver the contents of proposed amendments to the Club Member by means of electronic mail, at the electronic mail address indicated by the Club Member in the Membership Declaration, in such a way that enables printing and saving it on the computer's hard drive.
 4. The delivery of the contents of amendments takes place at least one month before their introduction.
 5. The period indicated in clause 4 can be shorter, if:
 - a. the amendment is caused by the change of generally applicable provisions of law, and the time between the publication of a legal act that forces the amendment and its coming into force is shorter than one month;
 - b. the amendment is caused by a final decision of a public administration body or a legally binding ruling of the court that order its introduction within a period shorter than one month.
 6. The Club Member, who does not agree with introduced amendments, can terminate the agreement until the day of their coming into force with the effect as of the last day of the settlement period or the day preceding the date of coming into force of introduced amendments.
 7. The notice of termination should be filed in writing in any Zdrofit's Club or via the Member's Zone.
 8. In case of the termination of the agreement during the settlement period, the fee for provided services is counted proportionally.

XI. Termination of the Agreement.

1. Zdrofit is entitled to terminate the agreement with immediate effect or suspend the provision of services in the following circumstances:
 - a. the occurrence of force majeure or another extraordinary event, which makes it impossible for Zdrofit, in spite of observing due diligence, to provide services in accordance with the agreement,
 - b. transfer of rights and obligations resulting from the agreement by the Club Member to a third party without required Zdrofit's consent,
 - c. Provision of false data or using false documents by the Club Member while concluding the agreement;
 - d. sharing their membership card by the Club Member with a third party in order to use services provided by Zdrofit without authorization;

- e. the Club Member's behaviour being contrary to GTC or applicable Rules and Regulations of Zdrofit Fitness Clubs chain, or with principles of community life and lack of immediate change of the said behaviour after being cautioned by employees of the Club.
2. Zdrofit is entitled to terminate the agreement with immediate effect, if the Club Member is in arrears with payments resulting from the agreement. In such a case, in the period preceding the termination of the agreement with an immediate effect, the Club Member is entitled to use services of the Club based on the Membership.
3. The Club Member is entitled to terminate the agreement with an immediate effect, if Zdrofit does not execute the agreement in accordance with GTC or applicable Rules and Regulations of Zdrofit Fitness Clubs chain, after prior ineffective cease and desist letter, within an indicated appropriate time limit.
4. The Club Member and Zdrofit can terminate the agreement within a time limit indicated in the Offer or the Price list.
5. If for a given service there is provided the possibility of termination, the Club Member can file the notice of termination in writing in any Zdrofit's Club or via the Member's Zone.
6. If for a given service there is provided the possibility of termination by Zdrofit, such termination can be executed due to important reasons and should be filed in writing or via electronic mail at the address indicated by the Club Member.

XII. Final Provisions

1. The Club Member can file complaints concerning services provided by Zdrofit. The complaint may be filed either personally at the reception desk of the Club or by letter to the address of the selected Club; or by e-mail to: reklamacje@zdrofit.pl. The complaint should include name and surname of the Club Member, his/her contact details (phone number, correspondence address, e-mail address), his/her membership card number (if applicable) as well as a brief description of the situation that has taken place. Zdrofit reserves the right to respond to the complaint within 30 days from the day of receiving the complaint fulfilling above requirements.
2. Any correspondence sent by Zdrofit via the electronic mail is sent exclusively with the use of addresses with the domain zdrofit.pl (i.e. ended with "@zdrofit.pl").
3. Zdrofit is not responsible for the Club Member not complying with provisions of GTC and Rules and Regulations.
4. To all matters not settled herein provisions of generally applicable law shall apply.
5. Deeming any of the provisions hereof invalid shall not affect the validity of the remaining provisions.
6. This GTC are effective as of 5th September 2019.
7. Attachments:
 - a. Attachment No. 1 – The Offer;
 - b. Attachment No. 2 – The Price list.