

RULES AND REGULATIONS OF ZDROFIT FITNESS CLUBS

I. General Provisions

1. These rules and regulations (hereinafter referred to as "**Rules and Regulations**") define principles of using services provided by Fitness Clubs (hereinafter referred to as the "**Club**") ran by ZDROFIT spółka z ograniczoną odpowiedzialnością (formerly: "ZDROFIT spółka z ograniczoną odpowiedzialnością" sp. k.) with its registered seat 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 (hereinafter referred to as "**Zdrofit**").
2. The services provided by the Club can be used by persons over 18 years of age and having full capacity to make acts in the law. Persons over the age of 16 are allowed to use the Club only with their statutory representative's written consent. Persons under the age of 16 are allowed to use the Club only under supervision of their statutory representative or with his/her consent, after presenting relevant authorisation. Only persons over 12 years of age are allowed to use weight room. Persons under 12 years of age are allowed to use the pool (in Clubs which have access to it) only in the presence of their parents / legal guardians / adults taking responsibility for them.
3. Only persons over the age of 12 are allowed to enter the site of the Club. Children classes, "For Mums" classes, personal trainings and creches (available in selected Clubs) are exceptions to this rule.
4. Entities using the Club, referred to in paragraph 2 above, are hereinafter referred to as "**Club Members**".
5. Club Members use services provided by the Club on the basis of:
 - a. the agreement concluded between the Club Member and Zdrofit;
 - b. the agreement concluded between Zdrofit and external partner ("**Zdrofit's Partner**") – with the use of Multisport or Fit Profit cards (hereinafter referred to as "**Partnership Agreement**").
6. During the first visit in the Club, persons using services provided by the Club on the basis of the Agreement concluded by and between the Club Member and Zdrofit shall provide their personal data necessary for the purposes of the execution of the Agreement and providing access to website platform 'Member's Zone' / mobile application (which allow for, among other things, reservation of places on fitness classes).
7. During the first visit in the Club, persons using services provided by the Club on the basis of Partnership Agreement may provide their personal data (name and surname, e-mail address) in order to gain access to website platform 'Member's Zone' / mobile application which allow for, among other things, reservation of places on fitness classes.
8. Particular Clubs are available for Club Members in the hours indicated in these Clubs and on Zdrofit's website. At the same time, Zdrofit reserves the right to shorten or change working hours of the Club during national and church holidays.

II. Rules of using the Club

1. The Club Member is obliged to use the premises, machines and equipment owned by Zdrofit in accordance with their intended use.
2. On the site of the Club the following activities are strictly forbidden:
 - a. bringing, consuming, using and remaining under influence of alcoholic beverages, drugs or other abusive substances;
 - b. smoking tobacco or using e-cigarettes;
 - c. shouting and using words generally considered offensive and rude;
 - d. trading and door-to-door selling, as well as sticking or leaving promotional materials and leaflets;
 - e. taking photographs and shooting for commercial purposes without Zdrofit's consent;
 - f. bringing animals;
 - g. bringing dangerous tools, weapons, pyrotechnic articles, flammable materials and explosives; conducting business activity, especially running personal trainings, without Zdrofit's consent.
 - h. conducting business activity, especially running personal trainings, without Zdrofit's consent.
3. Club Members remaining on the site of the Club, are obliged to:
 - a. follow the universal principles of community life, principles of good behaviour and respect towards the rest of exercising people;
 - b. refrain from behaving in such a way that can lead to damage or destruction of the Club's property;
 - c. maintain cleanliness and general norms of hygiene;
 - d. follow orders of employees and personnel of the Club;
 - e. learn how to use the equipment properly (by obtaining this information from the employees) before using it;
 - f. maintain the utmost care while using the equipment and the machines in the Club;
 - g. put the equipment back in an indicated place;
 - h. use protection for feet (e.g. flip-flops with gel sole) while taking a shower;
 - i. leave the Club before the closing hours.
4. Zdrofit is not responsible for the effects of the improper use of the equipment, not following the manuals and directions of the employees of the Club or not studying this Rules and Regulations beforehand. Any effects of above-mentioned behaviour constitute a sole responsibility of the Club Member.
5. Every Club Member uses services provided by the Club on his/her own responsibility and at his/her own risk.
6. The employees of the Club are not medically educated. In case of any doubts concerning his/her fitness or ability to do physical exercise, the Club Member should seek medical advice before doing any exercise.
7. On the site of the Club, the Club Member is obliged to wear clean sportswear and to change shoes to clean, casual ones. The shoes should be changed in a dressing room, before entering other premises. Casual shoes should be

appropriate for the type of exercise done by the Club Member. During some fitness classes the Club Member is required to wear no shoes at all.

8. The Club Member shall be charged with a fee amounting to PLN 20 (say: twenty) for losing the key to the locker. This regulation does not apply to Clubs in which a separate Rules of Lockers Use in Zdrofit Fitness Club are effective. The information on these Rules is displayed in the Club and on Zdrofit's website (www.zdrofit.pl).
9. The lockers are available for the Club Members only during their presence in the Club.
10. The Club is monitored with the use of CCTV cameras.
11. Zdrofit is not responsible for the effects of not following the principles of use of the Club which are referred to herein. Infringement of the provisions hereof authorizes Zdrofit to terminate the agreement on providing services immediately, without observing the period of notice.

III. Weight room and fitness classes

1. While using the weight room or attending fitness classes, the Club Member is obliged to follow the orders and directions of the instructor or the trainer.
2. While doing exercises with the use of machines, the Club Member is obliged to use a towel that should be placed on the machine which is currently in use.
3. The Club Member is obliged to use the equipment available in the Club in accordance with its intended use and instructions of the employees of the Club.
4. After finishing the training, the Club Member is obliged to put all the equipment in indicated place and keep the space tidy.
5. Instructors and trainers of the Club, as well as external personal trainers, are allowed to conduct individual trainings provided that they obtain the consent of the Manager of the Club, 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.
6. Training in the weight room is not limited in time. The Club does not allow for reservation of places in the weight room.
7. The participation in fitness classes for Club Members requires reserving a place on a particular fitness class (signing up for a particular fitness class) beforehand. The reservation can be made personally at the reception desk of the Club, by phone, with the use of the system of reservations available on Zdrofit's website (www.zdrofit.pl) or via Zdrofit's mobile application. The reservation with the use of mobile application can be made 2 hours before the beginning of the class at the latest.
8. Zdrofit reserves the right to cancel a fitness class if the number of Club Members signed up for this particular class is lower than 4.
9. The Club Member can cancel his/her reservation for a fitness class 2 hours before its beginning at the latest. The reservation can be cancelled in person at the reception desk of the Club, by phone, with the use of the system of reservations available on Zdrofit's website www.zdrofit.pl or via Zdrofit's mobile application.
10. In case of OPEN 12 Months, OPEN without limitation memberships and the Partnership Agreement (Fit Profit and Benefit cards), triple absence of the Club Member from fitness classes during the period of 21 days without prior cancellation of the reservation results in blocking the Club Member's account for 7 days and lack of the possibility to sign up for fitness classes in this period. In such circumstances, the Club Member with blocked account can sign up for fitness classes only in person at the reception desk of the Club, 30 minutes before the beginning of the class he/she wants to attend at the earliest.
11. In case of Short-Term 4 entries membership and Active Senior 4 entries membership, the absence of the Club Member from fitness classes without prior cancellation of the reservation results in marking one entry within the membership as used, which is visible in the Client's Zone, in the Club Member's account available on Zdrofit's website (www.zdrofit.pl) at midnight.
12. The Club Member is obliged to enter the exercise room punctually. For safety reasons, the instructor running the fitness class (hereinafter referred to as the "Instructor") can ask the Club Member who is late to leave the exercise room.
13. Only making a reservation and arriving at the fitness class punctually guarantee the participation in the class. Should the Club Member be late, his/her place can be taken by the other Club Member signed up on a standby list.
14. The decision on allowing Club Members who did not sign up for the fitness class or remain at the standby list to participate in the fitness class is made by employees of the reception desk of the Club exclusively (not Instructors).
15. Should the Instructor have doubts concerning the conformity of the number of people present in the exercise room with the number of people signed up for the fitness class, the Instructor is authorized to obtain a list of persons signed up for the class from the reception desk and verify the identity of persons present in the exercise room. The Instructor is at the same time authorized to demand persons whose names are not on the list to leave the exercise room.
16. The Club Member attending a fitness class for the first time is obliged to inform the Instructor of this fact before the beginning of the fitness class.
17. The Club Member attending a fitness class is obliged to inform the Instructor of any discomfort, injury, pregnancy and any other health issues.
18. Pro-health fitness classes can only be understood as prophylactic treatment, and they do not constitute a medical consultation.
19. Only the employee of the Club is authorized to control audio system, air conditioning and lighting.
20. Only the employee of the Club is authorized to decide on opening or closing doors and windows.
21. Zdrofit reserves the right to change the time of the beginning or ending of fitness classes, the type of fitness classes or the Instructor, as well as to cancel fitness classes in case of a sudden event or changes in the fitness classes schedule.

IV. Sauna

1. Only Club Members can use the sauna.
2. Every Club Member uses the sauna on his/her own responsibility.
3. Before using the sauna, every Club Member should consult a doctor in order to determine possible contraindications for using it.
4. The persons using the sauna are obliged to follow the instructions which are available in the Club, by the entrance to the sauna.

V. Pool

1. The services of the pool are available in some Zdrofit Clubs.
2. Using the services of the pool is possible only on the basis of this Rules and Regulations and provisions of GTC.
3. Only persons over 18 years of age can use the services of the pool during hours called "Silence Zone" (Monday to Friday from 6 am. to 8 am. and from 9 pm. to 11 pm. and Saturday to Sunday from 7 am. to 8 am. 9 pm. to 10 pm) and they are obliged to be quiet. In case of failing to fulfil this obligation, Zdrofit's employees are entitled to demand leaving the pool from the person breaching the rules.
4. Persons under 12 years of age are allowed to use the pool (in Clubs which have access to it) only in the presence of their parents / legal guardians / adults taking responsibility for them.
5. Persons using services of the pool are obliged to familiarize themselves with pictogram boards and follow the instructions presented on them.
6. Using the services of the pool can be limited due to fitness classes taking place at the pool, limited number of persons using it at the same time, as well as in case of failure or maintenance.
7. At the pool, swimwear and a cap or clean sportswear for guardians, as well as clean footwear (flip-flops) are compulsory.
8. Children and adults who use or need diapers are obliged to use special disposable swim diapers.
9. The Club Member is obliged to wash their body with soap or shampoo before entering the pool.
10. While using the services of the pool, the Club Member is obliged to follow orders of Zdrofit's employees.
11. At the pool, it is forbidden to:
 - a. run;
 - b. jump into the water and push or throw others into the water;
 - c. swim across trucks;
 - d. sit on pool lines;
 - e. climb on walls surrounding the pool;
 - f. eat (including chewing gum);
 - g. use emergency equipment for purposes other than it is intended;
 - h. destroy equipment;
 - i. contaminate water, use soap or other chemicals in the pool.
12. It is advised not to wear jewellery, watches etc. at the pool.
13. Persons whose symptoms suggest: contagious skin diseases or other contagious diseases, mycosis, warts, erythema, rubella or similar diseases, open cuts, wounds that will not

heal, poor personal hygiene, frequent intravenous injections on limbs, difficulty in breathing, balance disorders must not use the pool. Zdrofit's employees is entitled to deny such persons using the pool.

14. Any noticed cuts, injuries, malaise, as well as failures of equipment and machines should be immediately reported to Zdrofit's employees.

VI. Solarium

1. In some Clubs, a solarium is available.
2. Rules of using a solarium are defined in a separate rules and regulations (Rules and Regulations of Using a Solarium).

VII. Promotions

1. Besides the permanent offer, Zdrofit can introduce periodical special offers (hereinafter referred to as "Promotions").
2. Promotions cannot be combined.
3. The Club Member using the Promotion is obliged to study this Rules and Regulations, the rules of the Promotion and the General Terms and Conditions of the Agreement. The lack of knowledge of the above-mentioned documents does not release the Club Member from the obligation to follow the provisions thereof.

VIII. 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 on the address of the selected Club; or by e-mail on: 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 consider the complaint within 14 days, at the same time using its best efforts to consider it as quickly as possible.
2. The Rules and Regulations are available in the Club, as well as on Zdrofit's website (www.zdrofit.pl).
3. Zdrofit reserves the right to amend this Rules and Regulations. Amended Rules and Regulations shall be available in the Club, as well as on Zdrofit's website www.zdrofit.pl. Zdrofit shall notify Club Members of the amendments hereto.
4. By using the services provided by Zdrofit, the Club Member confirms having learnt this Rules and Regulations and undertakes to follow them.