

GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

This General Terms and Conditions of the Agreement (hereinafter "GTC") shall be applied to agreements concluded between **ZDROFIT spółka z ograniczoną odpowiedzialnością (formerly: "ZDROFIT spółka z ograniczoną odpowiedzialnością" sp. k.)** 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 (hereinafter referred to as "**Zdrofit**") and entities using fitness clubs ran by Zdrofit (hereinafter referred to as "**Club Members**"). The entity is entitled to the status of the Club Member only in the period of using services provided by Zdrofit.

I. Conclusion of the agreement and general Fitness Club rules

1. Rights and obligations of Zdrofit and Club Members are regulated by this 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. Rules and Regulations are available at the reception desk of each Club, as well as on Zdrofit's website (www.zdrofit.pl).
2. Only persons over 18 years of age and having full capacity to make acts in the law are entitled to use the services provided by Zdrofit fitness clubs (hereinafter referred to as "**Club(s)**"). Persons under the age of 18 are allowed to use the services of Zdrofit only under supervision of their statutory representative or with his/her consent. 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. Club Members use services provided by Zdrofit on the basis of:
 - a. a membership (hereinafter referred to as "**Membership**");
 - b. payment for one-off entry into the Club (hereinafter referred to as "**One-Off Entry**");
 - c. a personal invitation (hereinafter referred to as "**Personal Invitation**").
5. Using the Club is possible within working hours of the Club indicated in a particular Club and on Zdrofit's website (www.zdrofit.pl). Zdrofit reserves the right to shorten working hours of the Club during national and church holidays and to change them in justified circumstances.
6. Along with the Agreement, the Club Member shall submit a form – **Membership Declaration** – in which he/she provides his/her data necessary for execution of the Agreement. In particular:
 - a) for OPEN 12 Months, OPEN without limitation, Student/Pupil membership OPEN without limitation memberships: name and surname, mailing address, e-mail address, phone number;
 - b) for Short-term, Active Senior, Student/Pupil 28 days OPEN, Pool for Children memberships and One-Off Entry: name and surname, e-mail address, phone number;
 - c) for Personal Invitation: name and surname, e-mail address, phone number.

7. The Club Member's failure to provide the data required by Zdrofit may result in refusal to conclude the Agreement.
8. In case of particular Clubs, coordinates from the Club Member's fingerprints are taken; then they are converted into a digital code and saved on the entrance card. Coordinates from fingerprints are not saved or stored in the Club. The Club Member uses the card with the digital code only in order to unlock the gate to enter the Club.
9. The amount of current charges for Memberships and services available in the Club are presented in the Price list (hereinafter referred to as the "Price list") available in each Club and on Zdrofit's website (www.zdrofit.pl).

I. Memberships

1. Memberships constitute a basic form of using services provided by Zdrofit.
2. The following types of Memberships are available in the Club:
 - a. OPEN without limitation;
 - b. OPEN 12 Months;
 - c. Short-Term membership;
 - d. Student/Pupil membership;
 - e. Active Senior membership;
 - f. Pool for Children.Not all of the Memberships are available in every Club – details of current offer are set forth in the Price list of particular Clubs, as well as on Zdrofit's website.
3. Each Membership is activated on the day indicated by the Club Member, but at least during the first time when services provided by the Club are used within the Membership.
4. Except for the above-mentioned Memberships, Zdrofit has a right to introduce other, promotional memberships to its offer. Provided that the rules of such promotion do not introduce other regulations, this GTC are applied to promotional memberships as well.
5. After the conclusion of the Agreement Club Members using the services provided by Zdrofit based on the Membership are given a personal Club membership card which is a medium of the Membership. The Club Member is obliged to present the membership card during every visit to the Club. The Club reserves the right to check the veracity of the identity of the person presenting the membership card. 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 issue of a membership card duplicate amounts to PLN 20 (say: twenty).

II. Short-Term membership

1. There are two types of Short-Term membership available:
 - a. 4 entries – entitling to use the Club four times within the period of 28 consecutive days since the day of the activation of the membership;
 - b. Short-Term OPEN – entitling to use the Club unlimited amount of times within the period of 28 consecutive days since the day of the activation of the membership.
2. Short-term Membership is a normal membership.
3. In case of Short-Term 4 entries membership, attending fitness classes is limited to one class during one entry.
4. Short-Term membership covers all services provided by the Club (fitness classes, weight room, sauna).
5. Payment for the Short-Term membership is settled in advance for the entire period of validity of the membership and it can be made at the reception desk of the Club.

III. OPEN 12 Months membership

1. OPEN 12 Months membership entitles the Club Member to use the services provided by the Club unlimited amount of times within the period of 12 consecutive months since the day of the activation of the membership.
2. OPEN 12 Months membership is a normal membership.
3. OPEN 12 Months membership covers all services provided by the Club (fitness classes, weight room, sauna).
4. Within OPEN 12 Months membership the Agreement on using services provided by the Club is concluded for a period of 12 months (since the date of the activation of the membership) and then it is changed into an agreement concluded for an indefinite period of time with the period of notice amounting to one month. The period of notice is counted from the first day of accounting period following the accounting period during which the notice was given.
5. Payment for OPEN 12 Months membership is settled with the use of "Espago" cyclical payment system and is made in monthly cycles, in advance for the entire month.
6. By choosing the payments to be settled with the use of "Espago" cyclical payment system, the Club Member undertakes to set proper daily and monthly limits for his/her 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.
7. Zdrofit shall notify the Club Member on approaching due date of the following tranche of payment in advance by e-mail on the address indicated by the Club Member in the agreement.
8. Should the Club Member be in arrears with the payment, Zdrofit shall remind about the overdue payment by e-mail on the address indicated by the Club Member in the agreement.
9. The Club Member is entitled to terminate the Agreement concerning OPEN 12 Months membership before the end of 12th installment. In that case, a fee amounting to 50 % of the price that would be paid by the Club Member if the agreement was to continue shall be charged.
10. Should the Club Member fall behind with payments due to Zdrofit for two accounting periods, Zdrofit is entitled to terminate the agreement with the immediate effect (without observing the period of notice or without any other payment demand). Such a course of termination of the agreement does not relieve the Club Member of the obligation to repay the overdue amount. Moreover, in such a case, Zdrofit is entitled to claim damages for the period in which the agreement would be continued if it was not terminated.

IV. OPEN without limitation membership

1. OPEN without limitation membership entitles the Club Member to use the services provided by the Club without any limitations since the day of the activation of the membership.
2. OPEN without limitation membership covers all services provided by the Club (fitness classes, weight room, sauna).
3. There are two types of OPEN without limitation membership: normal and daytime membership.
4. OPEN without limitation membership is an agreement concluded for an indefinite period of time. Each Party has a right to terminate it by giving one month's period of notice. The period of notice is counted from the first day of accounting period following the accounting period during which the notice was given.
5. Should the Club Member fall behind with payments due to Zdrofit for two accounting periods, Zdrofit is entitled to terminate the agreement with the immediate effect (without observing the period of notice or without any

other payment demand). Such a course of termination of the agreement does not relieve the Club Member of the obligation to repay the overdue amount.

6. Payment for OPEN without limitation membership is settled in monthly cycles, in advance for the specific month and can be made in one of the following ways:
 - a) with the use of "Espago" cyclical payment system;
 - b) at the Club reception desk, with cash or with card (in the latter case, a surcharge amounting to PLN 20 per month for normal Membership and PLN 10 for daytime Membership is applied).If the payment for this membership is made in the Club, a deposit amounting to the payment for one month shall be collected after the agreement is concluded. The deposit shall be settled in the last month of the term of the agreement – the Club Member is not obligated to pay for the last month of using the services provided by the Club.
7. By choosing the payments to be settled with the use of "Espago" cyclical payment system, the Club Member undertakes to set proper daily and monthly limits for his/her 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.
8. OPEN without limitation membership 1 Club is a specific type of OPEN without limitation membership. It entitles the Club Member to use services of only one Club. This membership is available for selected Zdrofit Clubs (details are defined in current Price lists in selected Zdrofit Clubs).
9. OPEN without limitation 1 Club membership is available only as a normal membership and it entitles the Club Member to use the services provided by the selected Club it concerns.
10. Payment for OPEN without limitation 1 Club membership is settled only with the use of "Espago" cyclical payment system.
11. Zdrofit shall 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.
12. Should the Club Member be in arrears with the payment, Zdrofit shall remind about the overdue payment by e-mail or by letter on the address indicated by the Club Member in the agreement.

V. Student/Pupil membership

1. Student/Pupil membership is meant for students and pupils under 26 years of age.
2. There are two types of Student/Pupil membership:
 - a. OPEN 28 days – entitling to use the Club unlimited amount of times within the period of 28 consecutive days since the day of the activation of the membership;
 - b. OPEN without limitations – entitling to use the Club in the period of 12 months (12 installments, 30 days each).
3. Student/Pupil membership covers all services provided by the Club (fitness classes, weight room, sauna).
4. Student/Pupil membership is a special type of membership.
5. To purchase Student/Pupil membership, the Club Member must produce a document confirming his/her right to purchase such a membership (valid school/student ID).
6. Outside of the hours in which the Club provides services for Club Members who purchased Student/Pupil membership, the Club Member is entitled to attend additional fitness classes, marked in fitness classes schedule with "S". The fitness classes schedule is available in the Club as well as on Zdrofit's website (www.zdrofit.pl).
7. Payment for the Student/Pupil membership is settled in advance for the entire period of validity of the membership

and in case of OPEN 28 days membership, it can be made at the reception desk of the Club, while in case of OPEN without limitations membership, payment is settled with the use of "Espago" cyclical payment system in monthly cycles, in advance for the month. Settlement of payments with the use of "Espago" cyclical payment system requires the Club Member to set proper daily and monthly limits for his/her 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.

8. The agreement concerning Student/Pupil OPEN without limitations membership can be terminated by the Club Member with giving one month's period of notice. The period of notice is counted from the first day of accounting period following the accounting period during which the notice was given.

VI. Active Senior membership

1. Active Senior membership is for persons over 60 years of age. To purchase Active Senior membership, the Club Member must produce a document confirming his/her right to purchase such a membership (an ID card).
2. There are two types of Active Senior membership:
 - a. 4 entries – entitling to use the Club four times within the period of 28 consecutive days since the day of the activation of the membership;
 - b. OPEN 28 days – entitling to use the Club unlimited amount of times within the period of 28 consecutive days since the day of the activation of the membership.
3. Active Senior membership covers all services provided by the Club (fitness classes, weight room, sauna).
4. Active Senior membership is a special type of membership.
5. Outside of the hours in which the Club provides services for Club Members who purchased Active Senior membership, the Club Member is entitled to attend additional fitness classes, marked in fitness classes schedule with the names "Aktywny Senior" and "50 Plus". The fitness classes schedule is available in the Club as well as on Zdrofit's website (www.zdrofit.pl).
6. Payment for the Active Senior membership is settled in advance for the entire period of validity of the membership and it can be made at the reception desk of the Club.
7. A Club Member who purchases Active Senior membership is exempt from paying membership fee. With the purchase of Active Senior membership, the Club Member is not given a Starter Kit, except for starter Voucher.

VII. Pool for Children membership

1. Pool for Children membership is designed for persons under 12 years of age. It allows them to use the pool in Clubs that have access to it within the period of 28 consecutive days starting from the day of the activation of the membership.
2. Pool for Children membership is a special type of membership.
3. Payment for Pool for Children membership is settled in advance for the entire period of validity of the membership and it can be made at the reception desk of the Club.
4. In case of any doubts concerning the child's right to use Pool for Children membership, employees of the Club are entitled to demand presentation of the child's school ID.
5. The services of the pool within Pool for Children membership can only be used outside of the hours of Silence Zone (as defined in Rules and Regulations) and outside the hours of fitness classes. Detailed schedule is available in Clubs having access to the pool.

6. The Club Member who purchases Pool for Children membership is exempt from paying membership fee. With the purchase of Pool for Children membership, the Club Member is not given a Starter Kit, except for starter Voucher.

VIII. One-Off Entry

1. One-Off Entry entitles the Club Member to use services provided by the Club once (single entry).
2. One-Off Entry covers all services provided by the Club (fitness classes, weight room, sauna).
3. One-Off Entry entitles the Club Member to attend one fitness class.
4. The Club Member using One-Off Entry pays for entering the Club at the reception desk before using the services provided by the Club.
5. One-Off Entry entitles the Club Member to use services provided by the Club freely within its opening hours.
6. A special type of One-Off Entry is One-Off Entry to the Pool for Children. With this entry it is possible for children to use services of the pool on analogical basis as in the case of Pool for Children membership.

IX. Personal Invitation

1. Personal Invitation is a special form of using services provided by Zdrofit which is available only for persons who have not obtained a status of the Club Member yet or had obtained it earlier, but their status of the Club Member expired along with the termination of their membership at least 3 months before using Personal Invitation.
2. Personal Invitation entitles the Club Member to use services provided by the Club once (single entry).
3. Personal Invitation covers all services provided by the Club (fitness classes, weight room, sauna).
4. Personal Invitation entitles the Club Member to attend one fitness class.
5. Using Personal Invitation is free of charge.
6. One-Off Entry entitles the Club Member to use services provided by the Club freely within its opening hours.

X. Opening hours for Memberships

Particular Memberships entitle Club Members to use services provided by the Club in different hours. Moreover, the hours when Memberships are valid vary in particular Clubs. Details concerning the hours when Memberships are valid are available on Zdrofit's website (a tab concerning a particular Club) and directly in Clubs.

XI. Satisfaction Guarantee

1. Zdrofit enables entering the program called "Satisfaction Guarantee" within OPEN without limitation and OPEN 12 Months memberships.
2. Satisfaction Guarantee entitles the Club Member to terminate the agreement on using services provided by Zdrofit without restraint (without observing the period of notice), should the services fail to meet his/her expectations.
3. Satisfaction Guarantee is only for new Club Members purchasing their first Membership.
4. The representation on the termination of OPEN without limitation membership can be filed within the period of 30 days since the day of its activation and after at least 4 visits in the Club.
5. All the fees, but Membership Fee, paid by the Club Member who resigns from using services provided by Zdrofit under Satisfaction Guarantee shall be reimbursed to him/her, based on a proof of payment (e.g. receipt/invoice) produced along with the representation or enclosed to it.

XII. Membership Fee

1. While purchasing the first Membership, the Club member is obliged to pay a Membership Fee.
2. In case of One-off Entry, the Membership Fee is voluntary – payment of it entitles the Club Member to obtain a discount on One-off Entry fee.
3. Membership Fee is a one-off payment and is not subject to return.
4. Zdrofit is entitled to reduce Membership Fee temporarily or to cancel it. Club Members who paid Membership Fee in its basic amount are not entitled to any respective claims.

XIII. Starter Kit

1. With the purchase of the first membership, every Club Member is given a gift in a form of Starter Kit. The above-mentioned entitlement may be limited, modified or cancelled during the temporary promotions announced by Zdrofit.
2. Starter Kit includes: starter Voucher (introductory training, supplementary training, body composition check and training plan) and a T-shirt, a towel or a bag – according to the Club Member's choice.
3. In order to use the starter Voucher, the Club Member, along with a trainer/an employee of the reception desk of the Club, should choose the time when the voucher will be used.

XIV. Suspension of the Agreement

1. The Club Member using the services of the Club under the membership is entitled to suspend the membership (the agreement).
2. The suspension of the Agreement is possible:
 - a. for Short-Term membership, Student/Pupil membership (except for OPEN without limitations membership) and Active Senior membership – once during the term of the agreement for the period of 7–21 days;
 - b. for OPEN without limitation membership – once in a month (single accounting period) for the period of 7–21 days.
3. Apart from the above-mentioned cases, each Membership can be suspended based on sick leave (L4) or equal document confirming the Club Member's inability to use the services of the Club in the period indicated in this document.
4. Zdrofit does not charge the Club Member for the period of suspension.
5. The suspension of the membership results in extension of the agreement for the period corresponding to the period of the suspension of the membership.

XV. Assignment of rights resulting from the agreement

1. Within each Membership, it is possible to assign rights and responsibilities of a Club member to the third party (assignment). Should any other Club Member be an assignee, the assignment is free of charge. In case of assignees who are not Club Members, the Membership Fee is charged.
2. The Club member interested in the assignment should contact the Club's employees in order to complete formalities.

XVI. Final Provisions

1. Zdrofit reserves the right to modify GTC in justified circumstances.
2. Zdrofit shall notify the Club Member on modifications of GTC.
3. 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. 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.

4. GTC, as well as Rules and Regulations, constitute integral part of the agreement concluded with the Club Member. Current GTC and Rules and Regulations are available in the Club as well as on Zdrofit's website (www.zdrofit.pl).
5. Zdrofit is not responsible for the Club Member not complying with provisions of GTC and Rules and Regulations.
6. To all matters not settled herein provisions of Civil Code shall apply.
7. The invalidity of any of the provisions hereof shall not affect the validity of the remaining provisions.
8. This GTC are effective as of 5th June 2018.