

## REGULATIONS FOR THE PROVISION OF ELECTRONIC SERVICES BY THE SMART GYM CLUBS NETWORK

(valid from 25 September 2019)

These regulations (hereinafter: the "Regulations") define the types and scope of electronic services provided by the Smart Gym Clubs Network by using the Online Application service operating at: [www.smartgym.club](http://www.smartgym.club) or using Kiosk.

### Definitions

#### §1

The following terms (in lowercase or uppercase) used in these Regulations shall have the following meanings:

- 1) **Club Member** - a person who uses the services of the Smart Gym Clubs Network and has purchased a Membership Card;
- 2) **New Club Customer** - a person who uses the Club services for the first time or a person who shall not have an active Membership Card for the Smart Gym Clubs Network. A New Club Customer can only be a person over 15 years of age who does not have medical contraindications to work out.
- 3) **Customer** - Club Member, a person using a coupon or One-Time Entry entitling to use the Club Services, a person using partner programs, as well as a person using the services of the Smart Gym Clubs Network based under the terms and conditions of promotional or competition actions, or discount codes. The Club Customer can only be a person who is at least 15 years old, who has no medical contraindications to work out.
- 4) **Club** - the Smart Gym Clubs Network or an individual club.
- 5) **Club Branches** - places where the Club services are provided.
- 6) **ID** - a code enabling Entry and exit from the Club, individually generated by the ICT system of the Smart Gym Clubs Network for the Customer, during registration or at the end of the registration process, based on points selected from the Customer's finger biometric scan. The ID is not a fingerprint scan or a scan of biometric pattern of the Customer's finger, it does not allow the reproduction of a fingerprint or a biometric pattern of the Customer's finger.
- 7) *deleted*
- 7a) **Club Card** - the card is issued only to Customers who, during or after purchasing a One-Time Entry or Membership Card, for technical reasons, did not receive an ID that itself allows the Entry into the Club, but who paid a fee for the Club Card in the amount of PLN 10.00 (ten zlotys) gross and based on the Club Card and an ID additionally assigned thereto have Entries into the Club without technical obstacles.
- 7b) **Alternate Path** - conditions of using the Club's services enabling Entry to the Club Branches only during the Club Staff's presence hours and after prior verification of the Customer's identity by the Club Staff, without the need to have an ID or Club Card. Using the Alternative Path in connection with the membership assignment is associated with payment of an activation fee of PLN 29.00 (twenty-nine zlotys) gross.
- 8) **Activation Fee** - a non-returnable fee to be paid by the New Club Customer in connection with the membership in the Smart Gym Clubs Network.
- 9) **Membership Card Suspension** - a break in the Club's provision of services and the Customer's possibility of using its services while maintaining membership. During the Membership Card Suspension, the Customer has the rights and obligations arising hereunder. The Membership Card Suspension extends the Membership Card validity period by the purchased period or periods of suspension
- 10) **Website** - website with the following address: [www.smartgym.club](http://www.smartgym.club).
- 11) **Kiosk** - an ICT device with applied software, enabling data processing and storage, used to register New Club Customers, to manage an individual Customer account in the ICT system of the Smart Gym Clubs Network and to make payments. Kiosks are located in the Club Branches.
- 12) **Membership Card** - OPEN Membership Card and HALF OPEN Membership Card.

12a) **One-Time Entry** - the Club's obligation to provide services under the conditions set out in the Smart Gym® Clubs Network Regulations after the Customer has paid the price specified in the valid price list entitling the Customer to the One-Time Entry to the Club on the date chosen when purchasing that Entry (expiry date of One-Time Entry), while considering that after leaving the Club, another Entry is not possible on the basis of the same One-Time Entry.

12b) **OPEN Membership Card** - the Club's obligation to provide services under the terms and conditions set out in the Smart Gym® Clubs Network Regulations, after the Customer paid the price specified in the applicable price list, entitling him/her to use without restrictions any fitness services and other group classes offered by the Club and access to the Club's gym for a period of 4 weeks (the OPEN Membership Card does not include the services listed in the Smart Gym® price list). The OPEN Membership Card may be renewed periodically in accordance with the provisions of the Regulations of Smart Gym® Clubs Network. The OPEN Membership Card is a network Membership Card, i.e. it entitles to use the services in all the Smart Gym® Clubs Network facilities.

12c) **HALF-OPEN Membership Card** - the Club's obligation to provide services under the terms and conditions set out in the Smart Gym® Clubs Network Regulations, after the Customer paid the price specified in the applicable price list, entitling him/her to use without restrictions any fitness services and other group classes offered by the Club and access to the Club's gym for a period of 4 weeks. (the HALF OPEN Membership Card does not include the services listed in the Smart Gym® price list), with the proviso that the Entry to the Club must occur from 4 am to 4 pm, with the Club leaving after 4 pm. The HALF OPEN Membership Card may be renewed periodically in accordance with the provisions of the Regulations of Smart Gym® Clubs Network. The HALF OPEN Membership Card is a network Membership Card, i.e. it entitles to use the services in all the Smart Gym® Clubs Network facilities.

13) **Settlement Period** - a period for which the Membership Card was purchased.

14) **Membership Card Validity Period** - a period equal to the settlement period or a period increased by the time resulting from the Membership Card Suspension.

15) **Account** - a set of resources and permissions within the internal system assigned to a specific Customer.

16) **Payment System Operator** - an entity with which the Club has signed an agreement in order to enable the Customers to make payments resulting from services provided by the Smart Gym Clubs Network.

17) **Online Application** - IT system used to service Customers or New Club Customers.

17a) **Live Chat** - a tool available on the Website for the Website users to communicate with the Clubs Customer Service in real time.

18) **Legal Guardian** - a person exercising parental authority or otherwise caring for a Customer or New Club Customer who is under 18 years of age.

19) **Home Club** - the Club Branch, which after August 31, 2017 was selected by the New Club Customer during his/her registration, or the Club Branch, where before the date of September 1, 2017, the Club Member completed the registration process, and if the registration was not completed, the Club Branch nearest to the Member's place of residence. If it is not possible to determine the Home Club based on the place of residence, the Home Club is another Club Branch freely chosen by the Club.

20) **Club Staff** - Chief Operating Officer of Smart Gym, Club Manager, Smart Assistant or other person dedicated to servicing New Club Customers and Customers.

## General Provisions

### § 2

1. The Club provides to the Customers or New Club Customers electronic services consisting in the possibility of purchasing the Membership Card or One-Time Entry and the Customer Account management using the Online Application or using the Kiosk under the rules described in these Regulations. The Club makes it possible to provide access, at the individual request of a network user, including a Customer or New Club Customer through the Website, displaying a page with a specific URL address,

containing information data individually requested by the network user, including the Customer or New Club Customer, including in particular services, information about the Club, entrepreneur conducting the Smart Gym Clubs Network, business profile and contact information, which is provided by specialized tabs. In addition, the Club provides Live Chat service and a telephone hotline.

2. The Customer or New Club Customer wishing to use the services of the Smart Gym Clubs Network shall be obliged to comply with generally applicable laws, the provisions of the Regulations and the Regulations of the Smart Gym Clubs Network, as well as shall be responsible for the statements made in connection with the purchase of the Membership Card or other services offered by the Smart Clubs Network Gym. Detailed terms and conditions for using the Club's services are set out in the Regulations of the Smart Gym Clubs Network.
3. The Online Application and Kiosk are aimed at enabling the registration of New Club Customers, the management of the Customers' Account, the purchase of a Membership Card or One-Time Entry, making payments for the services provided by the Smart Gym Clubs Network, as well as enabling the use of the services offered by the Smart Gym Clubs Network in the Club Branches under the terms and conditions consistent with these Regulations and the Regulations of the Smart Gym Clubs Network.

### **Cookies**

#### **§ 3**

The information on cookies is contained in the Privacy Policy available on the Website.

### **Terms and conditions of the provision of electronic services**

#### **§ 4**

1. In order to properly use the services of the Smart Gym Clubs Network using the Online Application and Live Chat on the Website, the Customer or New Club Customer should have computer hardware and software that meets the following minimum requirements:
  - 1) Internet connection;
  - 2) operating system from the Windows, Linux, OSX, Android or iOS family in a version supported by the manufacturer with a conducting graphic environment and a screen with a resolution of 1024 x 768 ppi;
  - 3) browser in the stable supported version, in graphical mode, JavaScript enabled and supporting CORS type queries from the family of: Chrome, Firefox, Safari, Edge.
2. If the Customer or New Club Customer uses hardware or software that does not meet the technical requirements set out in paragraph 1, the Club shall not guarantee the proper functioning of the Online Application and Live Chat and reserves that that may have a negative impact on the quality of services provided.
3. The Club reserves the right to change the technical parameters necessary for the proper functioning of the Online Application, the Live Chat or the Website, interface changes of the Online Application, Live Chat or Kiosk, at any time. Those changes shall not constitute an amendment to these Regulations, as long as they do not affect the type and scope of electronic services.
4. For security reasons, the Club reserves the right to terminate the connection with the Customer or New Club Customer after a period of not less than 30 seconds from the moment the Customer or New Club Customer made the last action using the Online Application and after a period of not less than 30 seconds from the time the Customer or a New Club Customer made last action when using the Kiosk.
5. The Club's electronic services consisting of the possibility of purchasing the Membership Card, One-Time Entry, paying other fees, managing the Customer's account is free, unless an obligation provides for the payment of a fee. The amount of fees is specified in the service price list applicable at the Club.

6. It is forbidden for the Customer to provide illegal, offensive, false or misleading content, content containing viruses or other malware, as well as taking actions that may cause interference or damage to the Website, Online Application, Live Chat or Kiosk. The Club shall not be liable towards the Customer or New Club Customer for damages resulting from preventing access to the data described in the first sentence. The Club shall not be liable towards the Customer or New Club Customer for damages resulting from preventing access to the data described in the first sentence.
7. The Customer or New Club Customer and other users may use the services anonymously, unless the property of the service requires that the Customer or New Club Customer provide certain personal data. However, in the event of unauthorized use of services (i.e. contrary to the Regulations or applicable law), the Club shall have the right to process personal data of the Customer, New Club Customer or other users to the extent necessary to determine their liability. The Club shall notify the Customer, the New Club Customer and other users about prohibited actions with a request to immediately cease them and about the personal data processing for the above purpose.
8. The electronic services are provided by starting to use the Online Application, Live Chat or Kiosk after accepting the Regulations and the Regulations of the Smart Gym Clubs Network.
9. The Regulations and the Regulations of the Smart Gym Clubs Network are made available through the Website in a form enabling its recovery, reproduction, recording, in particular the Regulations can be saved to disk and printed. The Regulations are also available at the Kiosk.
10. The Customer, New Club Customer and other user may terminate the use of electronic services at any time. In the event of leaving the Website, Online Application, Live Chat or Kiosk, the provision of electronic services shall be automatically terminated without the need to submit additional declarations of will.
11. *deleted*
12. The Club shall not be responsible for using the Online Application, Live Chat, Website or Kiosk in a manner contrary to the provisions of the Regulations.
13. The Customer or New Club Customer to whom the incorrectly filled forms relate shall be responsible for any consequences resulting from the incorrect filling of the forms using the Online Application or Kiosk, in particular by providing incorrect or false data by the Customer or New Club Customer.

### **Withdrawal from services provided, complaints**

#### **§ 5**

1. The Customer who is a consumer shall have the right to withdraw from the services provided by the Smart Gym Clubs Network without giving a reason in the event of:
  - 1) distance purchase, i.e. using the Online Application of the first Membership Card, as part of an started membership, within the meaning of the Smart Gym Clubs Network Regulations, within fourteen days from the date of its purchase;
  - 2) distance purchase, i.e. using the Online Application of the One-Time Entry, within fourteen days from the date of its purchase.
- 1a. In order to withdraw from the services provided by the Smart Gym Clubs Network, the Customer should submit a Statement of withdrawal prepared in accordance with the template which is included in Appendix No. 1 to the Smart Gym Clubs Network Regulations. The Customer may submit a written statement on withdrawal from the services provided by the Smart Gym Clubs Network and deliver it by post or in person to the following address: Platinum Wellness Sp. z o.o., ul. Juliusza Lea 116, 30-133 Krakow.
2. In the event of a statement of withdrawal from the services provided by the Smart Gym Clubs Network, the reimbursement of payments shall be made using the same method of payment that was used by the Customer, unless the Customer expressly agrees to another payment method that is not associated with any costs.

Within 14 days from the date of receipt of the statement on withdrawal from the services provided by the Smart Gym Clubs Network, the Club shall reimburse the Customer the amount due, however, in the event of entry into force of the Membership Card, at the express request of the Customer, before the deadline to withdraw from providing services, the amount shall be calculated proportionally to the duration of the Membership Card.

- 2a. The right to withdraw from the services provided in the scope of a One-Time Entry shall not be granted if the One-Time Entry is performed by the Customer before the deadline to withdraw from services provision.
3. All comments and complaints about the electronic services, work of the Club Branches and their service, complaints about the quality of services provided and other complaints or, applications and complaints may be submitted in writing and provided to the Club Manager at the Club Branch or sent to the following address: Smart Gym, ul. Juliusza Lea 116, 30-133 Krakow with the note "Complaint" or by email at [addressbok@smartgym.club](mailto:addressbok@smartgym.club). Complaints or applications should include the first name and last name, description of the case and correspondence address or email address to which the Club should respond, under pain of being unable to answer the complaint or application.
4. Answers to complaints, and applications shall be provided in writing to the correspondence address indicated in the complaint or application or by email to the email address provided, within 30 days of its receipt by the Club. The Club shall inform the person submitting the complaint about the refusal to accept the complaint and grounds therefore by sending a message to the email address provided in the course of submitting the complaint or to the address for service.
5. For information on out-of-court dispute resolution, see the Smart Gym Clubs Network Regulations.

### **Characteristics of Online Application and Kiosk**

#### **§6**

1. The Online Application consists of the following applications:
  - 1) registration application for registering New Club Customers and entering their data into the database, excluding New Club Customers using the Alternate Path;
  - 2) to log in to allow the Customer access to his/her Account;
  - 3) Customer Panel, where the Customer can view the history of his/her Membership Card and One-Time Entries, view information about his/her Account and go to other applications;
  - 4) Customer profile, where the Customer can change his/her personal data: phone number, home address, invoice data, Membership Card details, password, profile picture, extend, suspend, terminate the Membership Cards;
  - 5) Buy a Membership Card application, thanks to which the Customer may purchase the Membership Card or One-Time Entry selected by him/her, excluding the first Membership Card of the Customer using the Alternative Path and excluding the One-Time Entry of the Customer using the Alternative Path;
  - 6) Change the Membership Card application, thanks to which the Customer can change the type of the Membership Card.
2. The Kiosk consists of the following applications:
  - 1) registration application for the registration of New Club Customers and entering their data into the database, including the registration of New Club Customers who want to use the Alternative Path or complete the registration process of persons who have created an Account via the Online Application and who want to have an ID or an ID and a Club Card assigned;
  - 2) to log in to allow the Customer access to his/her Account;
  - 3) Customer Panel, where the Customer can view the history of his/her Membership Card and One-Time Entries, view information about his/her Account and go to other applications;
  - 4) Customer profile, where the Customer can change his/her personal data: phone number, home address, invoice data, Membership Card details, password, profile picture, extend, suspend, terminate the Membership Cards;

- 5) Buy a Membership Card application, thanks to which the New Club Customer and Customer can purchase the Membership Card or One-Time Entry of their choice, including enabling the New Club Customer using the Alternative Path to buy the first Membership Card and enabling the purchase of a One-Time Entry to the Customer using the Alternative Path;
- 6) Change the Membership Card application, thanks to which the Customer can change the type of the Membership Card.
- 7) application registering Entry to the Club of the Customers using the Alternative Path, as well as people using the services of the Smart Gym Clubs Network under the terms and conditions of promotional or competition actions, or discount codes.

### **Rules for using the Online Application**

#### **§ 7**

1. The Account is created after properly completing the registration form in the Online Application, with the proviso that, the first registration and setting up of an Account by a New Club Customer who wants to use the Alternative Path is possible only with the Kiosk use. The Customer wanting to set up an Account via the Online Application or via the Kiosk if the Alternative Path is selected, should indicate the personal data specified in the form by completing the fields described therein. Then the Customer makes a statement about granting or not granting the consent. The Online Application indicates which consents are required to provide services by the Smart Gym Clubs Network. The Customer or New Club Customer are required to provide complete and true data in the registration form.
2. Creating an Account by a person who is under 18 years of age shall be possible after fulfilling the requirements set out in paragraph 1 above and delivering to the Smart Gym Club Branch a statement with the content constituting Appendix No. 1 to the Regulations, properly completed and signed, and making during the registration completing, using the Kiosk, a statement on delivery of that document to the Club Branch. The Customer who is under 18 years of age, after filling the data indicated in paragraph 1 may complete the registration only using the Kiosk and after confirming the delivery to the Club Branch of the Legal Guardian's statement referred to in the first sentence of this provision. A person under 18 years of age provides contact details of the Legal Guardian in the registration form. to the extent specified in that form.
3. Refusal to accept the Regulations or Regulations of the Smart Gym Clubs Network shall result in the inability to use the Club Services. The Club may refuse to provide services to the Customer in the cases specified in the Regulations and Regulations of the Smart Gym Clubs Network, as well as in the event of refusal to accept the Regulations and Regulations of the Smart Gym Clubs Network or providing incomplete or false data or in the case when the Customer or New Club Customer does not meet the requirements set out in the Regulations, as well as in the case of non-delivery or delivery of false, counterfeit, unsigned or incomplete statements, referred to in paragraph 2 above or providing false contact details of the Legal Guardian.
4. *deleted*
5. An email shall be sent to the email address provided by the Customer or New Club Customer with a request to activate the Account. The Account activation shall be performed by pressing the "Activate my account" button.
6. Enter the email address provided during registration and the Account creation in the appropriate registration fields, enter the password provided during registration and press the "Log in" button, in order to log in to the Online Application.
7. After logging in to the Account, the Customer receives access to the Customer Panel, from where he/she can manage his/her Account and purchase the Membership Card or One-Time Entry. The use of the Online Application is ended by logging out.
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19. A New Club Customer during registration using the Online Application is not able to scan a finger biometric pattern and obtain an ID. In order to use the Club's services based on the ID itself or the Club Card and ID, the New Club Customer should go to the Club Branch and complete the registration process by using the Kiosk. To do that, the one-time PIN should be entered by pressing the "First Visit" button and the "Finish Registration" thereafter. In the case of a New Club Customer who has agreed to the assignment of the ID only or who has a Club Card and ID, the Customer should scan the pattern of selected points of the biometric finger pattern to give the ID. To the procedure described in this paragraph the provisions of § 8 paragraph 79 of the Regulations shall apply.
20. The Club informs that for technical reasons, among others in the event of a permanent impossibility to perform a finger biometric pattern scan and receiving the ID, as well as in the case of impossibility to read it at the Club Entry, and in addition, if it is not possible to use the Entry or exit using the Club Card and an ID additionally assigned thereto, obtaining the status of a Customer shall be possible only under the terms and conditions of the Alternate Path. If that type of restriction occurs and the Customer fails to use the Alternative Path option, the person who previously purchased the Membership Card or One-Time Entry shall receive a refund of the price paid for the Membership Card or One-Time Entry. In order to obtain a refund of those amounts, the person should contact the Customer Service and inform about those circumstances.
21. In the event of registration using the On-line Application and the Customer's consent to assign an ID or Club Card and ID, the Customer should go to the Club Branch to register the Account using the Kiosk and purchase the Membership Card or One-Time Entry under the terms and conditions of the Alternative Path. The Customer using the Alternative Path at each visit shall be required to register the visit at the Kiosk and his/her identity shall be verified by the Club Staff. The rules described in this paragraph shall apply accordingly in the event of a change in the method of Entry to the Club by the Customer.

### **Rules for using the Kiosk**

#### **§ 8**

1. Using the Kiosk is only possible in Clubs Branches or in other places indicated by the Club.
2. The Kiosk allows to manage your Account and purchase the Membership Card or purchase a One-Time Entry.
3. Creating an Account using the Kiosk shall occur after pressing the "Create Account" button and after correctly filling the registration form provided through the Kiosk. The Customer wanting to set up an Account should indicate the personal data specified in the form by completing the fields described therein. The Customer or New Club Customer agrees to provide complete and true data in the registration form.
4. Creating an Account by a person who is under 18 years of age shall be possible after fulfilling the requirements set out in paragraph 3 above and delivering to the Smart Gym Club Branch a statement with the content constituting Appendix No. 1 to the Regulations, properly completed and signed, and making during the registration using the Kiosk, a statement on delivery of that document to the Club Branch. A person under 18 years of age provides contact details of the Legal Guardian in the registration form.

The content of the relevant consents shall be displayed in the Kiosk. The Kiosk indicates and informs which consents are required to provide services through the Smart Gym Clubs Network.

5. Refusal to accept the Regulations or Regulations of the Smart Gym Clubs Network shall result in the inability to use the Club Services.
6. The Club may refuse to provide services to the Customer in the cases specified in the Regulations and Regulations of the Smart Gym Clubs Network, as well as in the event of refusal to accept the Regulations and Regulations of the Smart Gym Clubs Network or providing incomplete or false data or in the case when the Customer or New Club Customer does not meet the requirements set out in the Regulations, as well as in the case of non-delivery or delivery of false, counterfeit, unsigned or incomplete statements, referred to in paragraph 4 above or providing false contact details of the Legal Guardian.

After providing the necessary consents and pressing the "Next" button, a message shall be sent to the

7. Customer's phone using the SMS service with a one-time PIN code that must be entered into the Kiosk in the appropriate field on the form. After entering the sent PIN the "Confirm" button must be pressed. After confirming the one-time PIN code, the correct information shall be displayed on how to put finger on the biometric pattern reader.
8. Then, the New Club Customer wanting to obtain an ID or ID and Club Card should put his/her finger to the biometric pattern reader.

9. After scanning the finger biometric pattern correctly and assigning an ID an offer shall be displayed. If it is impossible to obtain, in the manner specified in the previous sentence, an ID that independently allows for an Entry to the Club of a New Club Customer, the New Club Customer can attempt to register using the Club Card.

The Registration using the Club Card consists in assigning an additional ID to the Club Card using the Kiosk and purchasing the Club Card by the Customer.

The Club Card sale and the Customer registration occurs at the Club reception. After logging in to the Account, the Customer receives access to the Customer Panel, from where he/she can manage his/her Account and purchase the Membership Card or a One-Time Entry.

The use of the Kiosk is ended by logging out

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§ 7 paragraph 19 of the Regulations shall apply for the registration on the Kiosk, with the proviso that, a New Club Customer who wants to use the Club's services under the terms and conditions of the Alternative Path can only register using the Kiosk, and it is not necessary to obtain an ID to complete the registration.

27. A Customer who wants to use the Club's services based on a Membership Card or

One-Time Entry on the basis of the Alternative Path, after registering his/her visit on the Kiosk should each time at the Entry undergo verification by presenting an identity document to the Club Staff.

If the Customer changes the method of Entering the Club during the continuity of the Membership Card Validity Period, an additional fee of PLN 10.00 (ten zlotys) gross may be charged



## **Rules for registering and administering a payment card**

### **§ 8<sup>1</sup>**

1. When creating an Account and when using the Account, the Customer may register a payment card in the Account for free. The payment card is registered only for the purpose of making purchases in the Online Application with the participation of the Payment System Operator, without the need to provide that Membership Card's data each time.
2. In order to register a payment card in the Account, the Customer, as part of the purchasing process, should select the payment card information (16-digit payment card number, expiry date of the payment card, CVV2/CVC2 code) when choosing the payment method and agree to its registration. The payment card is also registered if the Customer agrees to automated recurring payments, which shall be charged until the consent for recurring payments is withdrawn, the Membership Card expires or the Membership Card is removed in accordance with paragraph 5 of this Section.
3. Proper registration of the payment card results in saving the encrypted payment card data in the Customer Account and allows their use for subsequent payments.
4. The Customer is required to provide his/her own payment card data and is responsible for ensuring the completeness and reliability of the data saved and stored in the Account as part of the payment card registration, and in the event of a change in data, in order to use the option of making purchases in the Online Application without the need to provide that Membership Card's data each time, he/she shall be obliged to register again.
5. The Customer may register an unlimited number of payment cards on the Account and may manage them by removing them at any time after logging into the Account.
6. The Customer shall be obliged to:
  - a) comply with the rules for using the payment card agreed with its issuer, in particular as regards procedure in the event of the Membership Card loss, as well as the security;
  - b) ongoing monitoring of payment transactions made with a payment card on the Online Application and to immediately report to the Customer Service any non-compliance or irregularities found.

## **Rules for using the Live Chat**

### **§ 8<sup>12</sup>**

1. In order to provide the Website users with ongoing contact with the consultant the Customer Service, within which basic information on the functioning of the Smart Gym Clubs Network and individual Clubs is provided, provides the Live Chat. For the avoidance of doubt, the Club informs that it shall not perform subscriptions for classes, sale of the Membership Cards, One-Time Entries or other services, it shall not consider complaints, and furthermore, for reasons of ensuring the rules of verification of Customers, it shall not accept statements of withdrawal from the agreement, its termination or withdrawal therefrom and statements regarding withdrawal of consents granted, by the Life Chat.
2. To use Live Chat, select the Live Chat window, wire the message and click the "Send" button.
3. The Live Chat allows to send messages online and offline, where the online mode means that the Clubs network consultant is available on the Live Chat, while the offline mode means that the Clubs network consultant is not available on the Live Chat. Live Chat messenger contains information about the online or offline mode that was valid at the time it was turned on.
4. Live Chat online mode is available from 8 am to 6 pm, from Monday to Friday, excluding public holidays. On the days and times other than those specified in the previous sentence, the Live Chat is offline.
5. Clubs network consultants provide information in response to questions raised using Live Chat as far as possible on an ongoing basis, provided that the Live Chat is in the online mode at the time of sending the message. Answers to the messages sent in the offline mode are sent, as soon as possible after activating the Live Chat to the online mode.

## **Customer Service - telephone contact**

### **§ 8<sup>3</sup>**

1. The Club provides information on Clubs and the rules for using and providing services by the Clubs by telephone, by the Customer Service consultants. For the avoidance of doubt, the Club informs that it shall not perform subscriptions for classes, sale of the Membership Cards, One-Time Entries or other services, it shall not consider complaints, and furthermore, for reasons of ensuring the rules of verification of Customers, it shall not accept statements of withdrawal from the agreement, its termination or withdrawal therefrom and statements regarding withdrawal of consents granted, by phone.
2. The information about the Customer Service working hours and contact number is provided on the Website.

## **Privacy Policy**

### **§ 9**

1. The Controller of the Customer personal data is Platinum Wellness sp. z o.o. with its registered office in Krakow (30-133) at ul. Juliusza Lea 116, entered into the Register of Entrepreneurs kept by the District Court for Kraków-Śródmieście in Krakow, 11<sup>th</sup> Commercial Division of the National Court Register KRS [company registration number]: 0000383004 (hereinafter referred to as: the "Controller").
2. The Controller appointed the Data Protection Officer. The Controller indicates the contact details appropriate in matters related to the personal data processing: iod@smartgym.club.
3. The Customer's personal data provided in connection with the conclusion of the Agreement in the manner specified in the Regulations shall be processed by the Controller, primarily: 1) for the purpose and scope necessary to perform the concluded Agreement pursuant to Article 6 paragraph 1 item b) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation). (ii) to comply with a legal obligation pursuant to Article 6 paragraph 1 item b) of the General Data Protection Regulation, and (iii) for the purpose of marketing by the Controller of own services, redress or defense of claims or rights of any of the Controllers, in order to counteract abuse by the Customer, to ensure the safety of persons and property of the Controller - pursuant to Article 6 paragraph 1 item f) of the General Data Protection Regulation.
4. If the Customer grants, in connection with the conclusion of the Agreement, a voluntary consent to the processing of biometric personal data (fingerprint data), that data shall be processed by the Controller pursuant to Article 6 paragraph 1 item a) of the General Data Protection Regulation in order to verify the Customer's identity and record Entry to the Club as an authorized person.
5. If the Customer grants a voluntary consent to the personal data processing for the purpose of sending the newsletter or for marketing purposes after the expiry of the agreement, the given data shall be processed for those purposes on the basis of a consent granted - pursuant to Article 6 paragraph 1 item a) of the General Data Protection Regulation. If the Customer grants, in connection with the subscription to the newsletter or the conclusion of the Agreement, a voluntary consent to the transmission of commercial information by electronic communication means or consent to the use of telecommunications terminal equipment of which the Customer is a user (telephone, computer) and automated calling systems, the above-mentioned communication channels shall be used by the Controller for the marketing of own services - sending the Newsletter to the Customer.
- 5a. If the Customers agrees to make purchases in the Online Application without the need to provide payment card data each time, the data provided shall be processed pursuant to Article 6 paragraph 1 item a) of the General Data Protection Regulation.
6. The recipients of the Customer personal data may be entities cooperating with the Controller in the scope of electronic services provided to the Controller (e.g. subcontractor), such as entities providing accounting, legal, debt recovery, marketing and IT services,

entities providing the Controller with IT solutions for Customer Service, entities providing payment services and entities providing technical services supporting payment services.

7. The Controller shall neither transfer the Customer personal data to third countries.
8. The Customer personal data shall be stored for the duration of the concluded agreement and after its termination, in order for the Controller to exercise the rights and obligations arising from applicable law, including in particular tax regulations, provisions regarding the limitation of claims, in the event of processing personal data under the consent - until it is withdrawn, and in the case of processing personal data pursuant to Article 6 paragraph 1 item f) of the General Data Protection Regulation pending an objection.
9. The Customer has the right to access his/her personal data, rectify it, delete or limit its processing, the right to object to further personal data processing pursuant to Article 6 paragraph 1 item f) of the General Data Protection Regulation, the right to transfer personal data and the right to lodge a complaint to the supervisory authority regarding the personal data protection.
10. Providing personal data by the Customer in the process of concluding the Agreement is voluntary, but necessary for the performance of the Agreement (this shall not apply to biometric data, in the form of fingerprint data referred to in paragraph 4 above, as well as the data referred to in paragraph 5 and 5a above).

### **Intellectual Property**

#### **§ 10**

All trademarks, logos and service marks used via the Website, Kiosk as well as the Online Application are subject to protection in accordance with the Copyright Act, and their processing, modification or use in any field of use is prohibited.

### **Final provisions**

#### **§ 11**

1. The Club shall have the right to block access to the Online Application, Website, Live Chat or Kiosk for important reasons, including in particular in the event of irregularities in their use, including the occurrence of circumstances that could endanger the Customer, New Club Customer or the Club.
2. The owner of the Smart Gym Clubs Network and the entity providing electronic services specified in the Regulations is Platinum Wellness Spółka z ograniczoną odpowiedzialnością with its registered office in Krakow, ul. Juliusza Lea 116, 30-133 Krakow, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Krakow, 11<sup>th</sup> Commercial Division of the National Court Register, KRS [company registration number]: 0000383004, NIP [tax identification number]: 6772356421, REGON [national business registry number]: 121499796,
3. All appendixes form an integral part of these Regulations.
4. The Club shall inform the Customer about the amendment to the Regulations by posting relevant information on the Website, Online Application or Kiosk and by email to the email address of the Customer indicated on the Account. In the event of amendments to the Regulations, the Customer shall have the right to resign from the Membership Card without notice, with effect on the last day of the Membership Card. If the Customer does not accept the amendments resulting from the change in the price of the Membership Card, the Membership Card shall not be automatically renewed. If the right to resign from the Membership Card is not exercised, the Customer is deemed to accept the changes made to the Regulations.
5. Special risks associated with the use of the Internet, including the Club's electronic services. is the so-called hackers activity aimed at hacking into the Club and Customer or New Club Customer system and the possibility of "infecting" the ICT system by malware mainly created to cause damage

such as "Trojan horses" and "worms". To avoid the risks associated with that, it is recommended to use an up-to-date antivirus software. The Club informs that it is taking actions to minimize the risks referred to in the first sentence, however, the Customer and New Club Customer acknowledge that there are no ways of complete and full protection against the undesirable actions indicated.

6. In order to exercise the rights set out in the Regulations, the authorized person may at any time contact the owner of the Clubs Network via:
  - 1) traditional mail to the following address: Platinum Wellness Sp. z o.o. with its registered office in Krakow, ul. Juliusza Lea 116, 30-133 Krakow;
  - 2) email address: bok@smartgym.club