



## CityFit Club Terms and Conditions

### INTRODUCTION

A person using the services offered by CityFit clubs (a Club Member) shall conclude an Agreement for Use of Fitness Club Services (hereinafter referred to as the "Agreement") with:

- a) CityFit Sp. z o.o. with its registered office in Warsaw at Al. Jana Pawła 27, registered in the register of entrepreneurs of the National Court Register kept by the Warsaw District Court, XII Commercial Division of the National Court Register under no. KRS 0000489476, NIP: 525-257-43-64, REGON: 147005970 with the share capital of PLN 9,339,800.00 for the club located in Rzeszów at Al. Tadeusza Rejtana 65 (Plaza Rzeszów) by concluding the Agreement by 31 August 2018 at 11:59,
- b) CityFit Sp. z o.o. with its registered office in Warsaw at Al. Jana Pawła 27, registered in the register of entrepreneurs of the National Court Register kept by the Warsaw District Court, XII Commercial Division of the National Court Register under no. KRS 0000489476, NIP: 525-257-43-64, REGON: 147005970 with the share capital of PLN 9,339,800.00 for the club located in Warsaw at Al. Jana Pawła 27 (Rondo ONZ) by concluding the Agreement by 31 August 2018 at 11:59,
- c) CityFit Sp. z o.o. with its registered office in Warsaw at Al. Jana Pawła 27, registered in the register of entrepreneurs of the National Court Register kept by the Warsaw District Court, XII Commercial Division of the National Court Register under no. KRS 0000489476, NIP: 525-257-43-64, REGON: 147005970 with the share capital of PLN 9,339,800.00 for the club located in Warsaw at ul. Głębocka 13 by concluding the Agreement by 31 August 2018 at 11:59,
- d) CityFit Sp. z o.o. with its registered office in Warsaw at Al. Jana Pawła 27, registered in the register of entrepreneurs of the National Court Register kept by the Warsaw District Court, XII Commercial Division of the National Court Register under no. KRS 0000489476, NIP: 525-257-43-64, REGON: 147005970 with the share capital of PLN 9,339,800.00 for the club located in Lublin at Al. Spółdzielczości Pracy 26 by concluding the Agreement by 31 August 2018 at 11:59,
- e) CityFit Sp. z o.o. with its registered office in Warsaw at Al. Jana Pawła 27, registered in the register of entrepreneurs of the National Court Register kept by the Warsaw District Court, XII Commercial Division of the National Court Register under no. KRS: 0000489476, NIP: 525-257-43-64, REGON: 147005970 with the share capital of PLN 9,339,800.00 for the club located in Bielsko-Biała at ul. Kolisty 23 by concluding the Agreement by 31 August 2018 at 11:59,
- f) CityFit 24/7 Sp. z o.o. with its registered office in Warsaw at Al. Jana Pawła 27, registered in the register of entrepreneurs of the National Court Register kept by the Warsaw District Court, XII Commercial Division of the National Court Register under no. KRS: 0000520624, NIP: 701-043-81-73, REGON: 147410570 with the share capital of PLN 5,000 for the club located in Wałbrzych at ul. 1 maja 64;



- g) CityFit Sp. z o.o. with its registered office in Warsaw at Al. Jana Pawła 27, registered in the register of entrepreneurs of the National Court Register kept by the Warsaw District Court, XII Commercial Division of the National Court Register under no. KRS: 0000489476, NIP: 525-257-43-64, REGON: 147005970 with the share capital of PLN 9,339,800.00 for the club located in Gdańsk at ul. Aleja Grunwaldzka 472 A by concluding the Agreement by 31 August 2018 at 11:59,
- h) CityFit Sp. z o.o. with its registered office in Warsaw at Al. Jana Pawła 27, registered in the register of entrepreneurs of the National Court Register kept by the Warsaw District Court, XII Commercial Division of the National Court Register under no. KRS: 0000489476, NIP: 525-257-43-64, REGON: 147005970 with the share capital of PLN 9,339,800.00 for the club located in Katowice at ul. Rynek 12 by concluding the Agreement by 31 August 2018 at 11:59,
- i) CityFit Sp. z o.o. with its registered office in Warsaw at Al. Jana Pawła 27, registered in the register of entrepreneurs of the National Court Register kept by the Warsaw District Court, XII Commercial Division of the National Court Register under no. KRS: 0000489476, NIP: 525-257-43-64, REGON: 147005970 with the share capital of PLN 9,339,800.00 for the club located in Bydgoszcz at ul. Kruszwicka 1 by concluding the Agreement by 31 August 2018 at 11:59,
- j) CityFit Sp. z o.o. with its registered office in Warsaw at Al. Jana Pawła 27, registered in the register of entrepreneurs of the National Court Register kept by the Warsaw District Court, XII Commercial Division of the National Court Register under no. KRS 0000489476, NIP: 525-257-43-64, REGON: 147005970 with the share capital of PLN 9,339,800.00 for the club located in Wrocław at ul. Szewska 3A by concluding the Agreement by 31 August 2018 at 11:59,
- k) CityFit Membership Sp. z o.o. with its registered office in Warsaw at Al. Jana Pawła 27, registered in the register of entrepreneurs of the National Court Register kept by the Warsaw District Court, XII Commercial Division of the National Court Register under no. KRS: 0000616392, NIP: 5272769131, REGON: 364381649 with the share capital of PLN 5,000 for the club located in Wrocław at ul. Sucha 1, in Białystok at ul. Wrocławska 20, in Chorzów at ul. Parkowa 20, in Cracow at ul. Armii Krajowej 25, in Warsaw Rondo Wiatraczna at ul. Grochowska 207, in Poznań at ul. Al. Solidarności 47 (Galeria Pestka), in Warsaw at ul. Młynarska 8/12 (Wola Plaza), in Warsaw at ul. Al. Jerozolimskie 148 (Reduta), in Toruń at ul. Broniewskiego 90 (Toruń Plaza), in Warsaw at ul. Powsińska 31 (Warszawa Sadyba Best Mall), in Gliwice at ul. Zwycięstwa 52A, in Lublin at ul. Lipowa 13 (Lublin Plaza), in Gdańsk at ul. Targ Sienny 7 (Forum Gdańsk), in Lublin at ul. Tomasza Zana 19 (Lublin Zana) and from 31 August 2018 at 12:00 for the club located in Rzeszów at ul. Al. Tadeusza Rejtana 65 (Plaza Rzeszów), in Warsaw at ul. Twarda 18 (Rondo ONZ), in Warsaw at ul. Głębocka 13, in Lublin at Al. Spółdzielczości Pracy 26, in Bielsko-Biała at ul. Kolistka 23, in Gdańsk at ul. Aleja Grunwaldzka 472 A, in Katowice at ul. Rynek 12, in Bydgoszcz at ul. Kruszwicka 1, in Wrocław at ul. Szewska 3A; in Puławy at ul. Lubelska 2, in Bydgoszcz at ul. Skarżyńskiego 10;
- l) The companies mentioned above reserve the right to establish cooperation with each other in order to sell Passes enabling customers to use more clubs, therefore for customers who purchased membership before 31 August 2018 at 11:59 and wish to extend the membership by the possibility of using more clubs, the company with which the Club Member has already concluded an Agreement remains a party to the Agreement.



All of the above companies provide services enabling the use of clubs operating under the CityFit brand, under the conditions set out in these Terms and Conditions.

## DEFINITIONS OF TERMS

### 1) Basic terms used in these Terms and Conditions:

- a) CityFit - the company (referred to in the introduction above) with which the Club Member concludes an Agreement.
- b) Club Member - a person using services offered by CityFit who has fulfilled the conditions specified in clause 2 below;
- c) Club - the location selected by the customer online when purchasing a Pass;
- d) Customer Zone - a zone available to the customer after logging in to an individual profile using the website [www.cityfit.pl](http://www.cityfit.pl) that allows freezing, unfreezing, cancelling membership, access to invoices and all information about membership and purchased services;
- e) Kiosk - a device located in the Club lobby that allows members to complete the registration process of a member, purchase membership, print out the necessary approvals;
- f) Membership Freeze - an action taken by a Club Member to maintain membership, setting a lower level of membership fee, but preventing entry to the Club(s);
- g) Membership Fee - a fee enabling the use of services offered by the Club;
- h) Entry Fee - a fee that may be charged in connection with obtaining the status of a Club Member;
- i) Freeze Fee - another fee falling after the date of membership freeze, with a reduced value due to the blocked access to the Club, but still allowing to maintain the membership in force;
- j) Payment Date - the day on which:
  - i) the Club is opened to customers, in the case of the customers who had purchased membership before the Club was opened,
  - ii) the member joined the Club or any other date of commencement of membership chosen by the member in case of a delay, or
  - iii) the membership was unfrozen if it had previously been frozen;
- k) Opening Day for Customers - the first day of functioning of a newly opened Club, on which customers with active membership status can take full advantage of the Club's services for the first time;
- l) Open Days - days on which all interested persons, both those with and without membership status, will have access to the Club to view and familiarize themselves with the offer;
- m) Passes – all CityFit passes available on the website [www.cityfit.pl](http://www.cityfit.pl). CityFit reserves the right to limit the number of Passes available;
- n) Agreement – an agreement to allow the use of Club services by customers only;



- o) Settlement Period - a period of 30 days, determined for the purpose of settlements between customers and CityFit on account of remuneration for rendering services, starting from the day of activation;
- p) Application - CityFit mobile application, kindly note that the minimum system requirements to download the Application is Android 7 and iOS 11.
- q) QR code - alphanumeric, two-dimensional, matrix, square graphic bar code can be downloaded from the Application.

## MEMBERSHIP

- 2) The CityFit Club Member status is obtained if the following conditions are met:
  - a) on-line registration in the Customer Zone on the website [www.cityfit.pl](http://www.cityfit.pl);
  - b) payment of the Membership Fee and, in certain cases, the Registration Fee;
  - c) in the case of minors, who in the calendar year in which they want to buy a pass finish 15 years express written consent of the legal guardians to purchase membership and use the services offered by the Club by those minors.
- 3) Access to the Club and the right to use the services offered by the Club is granted to the Club Member after:
  - a) the Member left a fingerprint on the first visit to the Club (the system marks the characteristic fingerprint points, connects them with lines and thus creates a fingerprint map, then the system connects the registered person with the given fingerprint, but the system is not able to reverse the recording process to obtain a fingerprint again, the system only remembers the image, a map, not a real fingerprint, the binary system does not allow the data to be used by unauthorized persons or institutions such as the police), provided that when purchasing a Pass which entitles to use more than one Club, the Club Member is obliged to leave a fingerprint during the first visit to one of the Clubs selected in the process of purchasing the Pass entitling to use a larger number of Clubs, with the proviso that the above applies only to Club Members who have registered their fingerprints by 01/12/2019 by 23:59;
  - b) installing the Application on your smartphone;
  - c) expiry of the deadline for withdrawal from the Agreement indicated in clause 28 of the Terms and Conditions, unless the Customer has made a statement demanding that CityFit begin providing services before the expiry of the deadline for withdrawal from the Agreement.
- 4) A Club Member does not receive a card or other document allowing him/her to enter the Club. Entrance to the Club is allowed on the basis of fingerprint verification by placing a finger on the reader in the entrance door, with the proviso that the above applies only to Club Members who have registered their fingerprint before 01.12.2019 at 23:59, or generating a QR Code from the Application and scanning the QR Code on portals. The system recognizes the registered and paid membership and allows access to the Club; the Club Member leaves the Club in the same way.



- 5) A Club Member is entitled to use the Club assigned to the location selected in the online system when purchasing the Pass. A Club Member has the possibility to use Clubs assigned to other locations only if he/she purchased a Pass entitling him/her to use more Clubs.
- 6) In the event of membership fee arrears, including a fee for freezing the membership: : a) in the case of Agreements concluded for an unspecified period, may restrict membership by blocking access to the Club(s), and the Club Member will be notified of this fact via one of the following channels: by phone, text message, email, in person, in writing or through the Customer's Account (Zone). The Customer will also be informed about the amounts due and payment options. After 14 days from the day set as Payment Date, membership will be forfeited, subject to the provision that if no payment form is established, forfeiture of membership shall take place on the set Payment Date. The Club Member may be notified of this fact in the manner provided above; b) in the case of Agreements concluded for a definite period, CityFit shall inform the Club Member about the outstanding fees (using one of the following means of communication: phone, email, in person, in writing or through the Customer Zone) and enable payment to be made. After a period of: (i) 1 month for Passes valid for less than 12 months, (ii) 2 months for membership of more than or equal to 12 months from the designated Payment Date in the event of arrears in membership fees and/or other fees required to be incurred by the Club Member, the membership will be forfeited and the Club Member will be obliged to pay all outstanding fees and to pay PLN 50 for each full month to CityFit, from the month following the termination date of the Contract, until the end of the period for which the Contract was entered into.
- 7) Forfeiture of membership takes place:
  - a) at the end of the term of the Agreement, subject to the provisions of clause 29 below;
  - b) in the case of Contracts entered for an indefinite period of time, upon the failure to make the payment of the membership fee or other fee for the following period, as described in section 6 above; ;
  - c) in the case of Contracts entered into for an indefinite period of time as a result of voluntary resignation of the membership submitted online via the Customer Zone on [www.cityfit.pl](http://www.cityfit.pl), upon a one-month notice period and with effect at the end of the period for which the membership fee was due, except for contracts entered into for an indefinite period before 1 March 2020, the notice period of which falls at the end of the period for which the membership fee was due;
  - d) in the case of an Agreement concluded for a specified period, if these Terms and Conditions or legal regulations provide for the possibility of termination, upon submitting a written resignation, subject to the provision that the Club Member is obliged to pay CityFit the part of the fee corresponding to CityFit's previous activities, and if the termination took place without an important reason, the Club Member should also repair the damage in the amount of PLN 50 for each full month, starting from the month following the date of termination of the Agreement until the end of the period for which the Agreement was concluded. The above fee is payable at the time of the resignation referred to in this point d.
  - e) in other cases specified in these Terms and Conditions.

The status of a Club Member can be re-established once the conditions specified in clause 2 are met.
- 8) CityFit reserves the right to terminate the Club Member's membership with immediate effect if it is determined that false, incorrect or questionable personal and contact details have been provided. In such a situation, the person



described above is obliged to pay a contractual penalty of PLN 100 (in words: one hundred zlotys), which will be deducted from the claim for the return of unused funds from the paid membership. CityFit has the right to claim damages on a general basis that exceed the amount of the penalty stipulated above.

- 9) None,
- 10) CityFit provides its members with a so-called Money-Back Guarantee in the event that a Club Member terminates his or her membership by logging in to his or her account in the Customer Zone before midnight on the Opening Day and then and then contacts CityFit via the contact form on the website <https://cityfit.pl/en/contact/>.
- 11) A Club Member and who have purchased a Pass for an unspecified period of time, may freeze their membership by logging into the Customer Zone in exchange for a monthly fee to CityFit. A freeze is effective from the first day after the end of the settlement period during which the Club Member submitted the freeze request. The Club member will be informed about the date of freezing of membership and the date of effectiveness of the freeze.
- 12) A Club Member can cancel his/her membership at any time by logging in to the Customer Zone. The unfreezing is effective from the date of submission of the unfreeze request and this day becomes a new Payment Date. Unfreezing will result in the generation of a full membership instalment, which will be collected by the system on the Payment Date or on the next possible day of payment by CityFit, thus allowing immediate access to the Club(s). For members who join the Club before its opening, membership begins on the day the Club is opened. It is not possible to postpone the start of membership. For members who join the Club after its opening, membership starts on the date indicated by the Club member, but the maximum time to postpone the start of membership in this case is 3 months. CityFit informs that in the case of membership of a Club located in Warsaw at Al. Jerozolimskie 148 (Reduta) purchased by 31 December 2018 at 23:59 for the price of PLN 1 (one zloty), the end of the first Settlement Period falls on 31 December 2018 at 23:59 and the second Settlement Period begins on 1 January 2019 at 00:00 and the fee is PLN 49.95 (forty-nine zloty 95/100), which in the subsequent Settlement Periods increases to PLN 99.95 (ninety-nine zloty 95/100). CityFit reserves that it will not be possible to postpone the start of some Passes. Detailed information will be available at [www.cityfit.pl](http://www.cityfit.pl).
- 13) A person without medical contraindications may become a member of the Club if:
  - a) he/she is over 18 years of age and has full legal capacity,
  - b) he/she is minor, who in the calendar year in which they want to buy a pass finish 15 years upon delivery to the Club of a declaration signed by his/her legal guardians agreeing to the minor's purchase of membership and use of services offered by CityFit. At the same time, the legal guardian is informed that a minor, who in the calendar year in which they want to buy a pass finish 15 years performs exercises on his/her own and that CityFit is not responsible for accidents and injuries resulting from non-compliance with the safety rules and the rules of using the Club. A specimen of the declaration can be downloaded from [www.cityfit.pl](http://www.cityfit.pl)
- 14) In case of medical contraindications, a person may become a Club Member at his/her own risk.
- 15) As part of the membership fee, the Club Member is entitled to attend classes indicated in the schedule without limitation, subject to:
  - a) booking the classes via the Customer Zone. Classes can be booked 48 hours before the class starts, provided that only classes that fall on the date when the membership is valid and paid can be signed up for. CityFit is entitled to verify the attendance before the commencement of each class by reading the name of the Club



Member who made the booking as described above, in the presence of other people. In the case of unavailability, the Club Members who have not made a booking in advance will not be able to participate in classes;

- b) CityFit has the right to cancel fitness classes listed in the schedule of classes if at least 3 members who enrolled as per section a) above are not present.
- 16) CityFit reserves the right to verify attendance during the last 30 days. If two absences from classes, previously booked and not cancelled, are recorded, CityFit has the right to block enrolment for a period of 7 days following the classes in which the second absence was recorded.
- 17) Bookings for classes and cancellation of the bookings are mandatory and take place via the Customer Zone. Access to the Customer Zone is possible by logging on to the website [www.cityfit.pl](http://www.cityfit.pl). Cancellation of booking is possible no later than two hours before the scheduled class.

#### MULTISPORT / FITPROFIT CARD HOLDERS

- 18) Following registration in accordance with clause 2a) above, CityFit services are available to holders of the following cards issued by the following companies:
- a) Benefit System S.A., active Plus and Senior cards hereinafter referred to as "Multisport" cards;
  - b) VanityStyle Sp. z o.o. active FitProfit cards, hereinafter collectively referred to as "Cards"
- 19) The holder of the Card, based on this card and identity document, is admitted to the Club by the Club service;
- 20) The intercom located in the club lobby is used to call the Club service;
- 21) Registration of a visit to the Club can only take place just before the use of the service by the Member of the Club and requires the presentation of the Card or verification of the customer's entitlement to use the service;
- 22) You can enter the Club by showing the Club staff your Card and identity document (a document based on which you can identify the customer using the Card, containing your name and photo, issued by a public administration authority (in particular, ID card, passport, residence card, driving license), professional self-government body (service cards) or universities (ID card). Business identifiers are not identity cards. For the purposes of the Regulations, the client's identity may be also presented on the screen of the client's mobile device containing the client's personal data displayed using the mTożsamość (mIdentity) function available in the mObywatel (mCitizen) application. In the absence of an identity document, entry to the Club is not possible;
- 23) A Club Member using the Card in the event of a terminal failure is required to leave a signature on the visit report presented to him/her or leave the initials on the display of a terminal device that has this function, immediately after registering the visit to the terminal. The Club Member will be able to access the Club using the entrance portal only after registering the visit as described in the previous sentence. In the event that the client refuses to leave his/her signature or initials, in the case of terminal devices provided with this function, the client will not be able to enter the Club using the entrance portal.
- 24) The holder of the active Card is entitled to enter the Club:
- a) from Monday to Friday only between 6.00 and 22.00;



- b) on Saturdays and Sundays only from 8:00 to 20:00;
- c) on public holidays only at the times indicated in the Club;
- 25) A holder of an active card may attend classes offered by the Club if a booking is made as described in section 15a above.

#### AGREEMENTS CONCLUDED FOR A SPECIFIC TIME

- 26) CityFit offers special Agreements for a specified period for which a regular monthly fee is charged. CityFit also allows the possibility for a one-time payment for an Agreement for a specified period of time to be made in advance.
- 27) In the case of outstanding membership fee payments, CityFit has the right to cancel membership in accordance with the provisions of clause 6b above.
- 28) In the event of non-payment of the membership fee when due, in the case of Agreements for a specified period, the Customer Service department issues a payment request. The overdue amount may be paid via the "Przelewy24" option active in the Customer Zone.
- 29) After the expiry of the Agreement for a specified period, its duration is extended for an unspecified period of time, subject to one month's notice effective at the end of the period, unless, during the term of the Agreement for a specified period, the Club Member makes a declaration of lack of willingness to continue the Agreement after the period for which it was concluded expires. The above sentence shall not apply to Agreements for a specified period in the case of which on the last day of the Agreement term there is outstanding membership fee.
- 30) In the event that the first monthly fee of the Agreement concluded for a specified period is not paid by the membership start date, CityFit has the right to terminate the Agreement with immediate effect.
- 31) A Club Member who has purchased a fixed-term pass or have purchased a pass with a single advance payment, may freeze their membership by logging in to the Customer Zone against payment of a monthly fee to CityFit. The freezing shall take effect from the first day after the end of the Settlement Period during which the Club Member submitted the freeze request and shall result in interruption of the duration of the Agreement for a specified period, which shall start to run anew from the moment the membership is unfrozen.

#### PAYMENTS

- 32) The following rules apply to Payments:
  - a) CityFit applies a non-cash payment scheme only, except for clubs located in Puławy at ul. Lubelska 2 and in Bydgoszcz at ul. Skarżyńskiego 10, where payments may be made in cash or by card without setting up recurring payments, as these clubs also carry out in-store sales





- b) The first payment made outside the club's premises or online may be made either by payment card (Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro) or by przelewy24 transfer, depending on the payment option as defined;;
- c) Membership fees for subsequent periods and payments for reparation of damage in the amount of PLN 50 for each full month, starting from the month following the termination of the Agreement until the end of the period for which the Agreement was concluded are paid using two methods of payment:
- i) by credit/debit card with an online payment function that entitles CityFit to debit the Club Member's bank account with the full amount of the monthly membership fee due in the relevant settlement period and in any subsequent settlement period during which the Customer remains a Club Member as well as payments for reparation of damage in the amount of PLN 50 for each full month, starting from the month following the termination of the Agreement until the end of the period for which the Agreement was concluded, without prior notice to the Club Member, or
  - ii) by direct debit, this applies to Club Members who have concluded an Agreement before September 1, 2019, authorizing CityFit to debit the Club Member's bank account with the full amount due from the monthly membership fee in a given settlement period and in each subsequent settlement period of remaining a Club Member, without the necessity of notifying the Club Member about this fact, with the proviso that if the Club Member does not set up a payment order within the required deadline, CityFit will block access to the Club in accordance with point 6 above on the day the payment is due and will enable the option of making payments via "przelewy 24" or
  - iii) in cash at the cash desk in the club located in Puławy at ul. Lubelska 2 and in Bydgoszcz at ul. Skarżyńskiego 10;
- d) If it is not possible to withdraw funds from the Club Member's account, CityFit will attempt to debit the Club Member's account several times. In case of unsuccessful attempts to debit the card, CityFit has the right to temporarily suspend the Club Member's right to use the club or to cancel his/her membership in accordance with clause 6 of these Terms and Conditions;
- e) If the payment date falls on a day that is not a business day, direct debit orders will be processed on the next business day after the payment date;
- f) The Club Member is obliged to provide funds on the bank account, so that on the payment date the necessary amount to pay (by debit/credit card or direct debit) for membership is kept on his/her account;
- g) The Club Member is obliged to provide the same signature or signatures on the direct debit form (in the case of a co-owner of the account holder account) in accordance with the specimens deposited in the bank;
- h) The Club Member is obliged to inform CityFit and determine another method of payment implementation in the event that:
- i) he/she previously revoked the consent to debit the account, which had been granted at his/her bank,
  - ii) funds on the customer's bank account are not sufficient to cover the full amount of the direct debit transaction,
  - iii) the Club member's account has been closed,
  - iv) submitted an instruction to his bank to cancel an unrealized direct debit,
  - v) has changed the data in his/her bank, in particular personal data necessary for CityFit to execute the direct debit;
- i) The direct debit service may involve costs incurred by the client towards his/her bank, which are not reimbursed by CityFit;
- j) Before using a direct debit, a Club member is obliged to verify that the bank account is kept by a bank that supports direct debit;
- k) Club members are obliged to inform their bank about the cancellation of a direct debit in order to avoid any fees charged by the bank for establishing a direct debit;
- l) The Freeze Fee shall be charged on the next due date taking into account the following:
- i) if the Customer freezes the membership by 23:59 hours on the last day of its validity, the freeze fee shall be charged from the next settlement period,



- ii) the freezing of membership after 23:59 hours on the last day of its validity is tantamount to the start of a new settlement period for which full membership fee will be required, and the freeze fee will be charged only from the first day of the following month;
- m) CityFit reserves the right to provide customers with discounts in relation to: Entry Fee or Membership Fees;
- n) The discount will be granted in the form of a discount code generated by the computer system;
- o) The discount code referred to above may be granted to the customer by a CityFit employee or a person cooperating with CityFit on a different basis, including but not limited to personal trainers who are not CityFit employees;
- p) The customer receives a discount code from the person referred to above in electronic (e.g., e-mail) or paper form;
- q) The discount code granted to the customer is not for sale;
- r) CityFit stipulates that the decision to establish a discount and the criteria for granting the discount are at the discretion of CityFit.

#### RIGHT OF WITHDRAWAL

- 33) The conclusion of the Agreement by the customer via the Internet (on-line) or via the Kiosk is treated as the conclusion of a distance agreement within the meaning of the Act of 24 June 2014 on Consumer Rights (Journal of Laws, item 827),
- 34) The Customer who concluded the Agreement in one of the ways referred to in clause 25 above shall have the right to withdraw from the Agreement, which should take place within 14 (fourteen) days from the date of concluding the Agreement.
- 35) The right to withdraw from the Agreement is exercised by submitting a written statement of withdrawal from the Agreement by the Club Member. The written statement should contain at least the following elements:
  - a. the CityFit designation;
  - b. the designation of the Club Member;
  - c. the date;
  - d. a statement of withdrawal with the following content: "I (full name) hereby give notice of my withdrawal from the fitness club agreement (name, address) concluded on (date)" - or an equivalent content;
- 36) In case of effective exercise of the right to withdraw from the Agreement indicated in clause 27 above, the Club Member shall be entitled to:
  - a) if he/she did not submit the statement referred to in item 3b above to CityFit within 14 (in words: fourteen) days of receipt of the statement on withdrawal from the Agreement, CityFit shall return the fee paid by the Customer during the conclusion of the Agreement to the bank account from which the fee was paid, using the same payment method as used by the Customer when making the payment.
  - b) if he/she submitted the statement referred to in clause 3b above to CityFit within 14 (in words: fourteen) days of receipt of the statement on withdrawal from the Agreement, CityFit shall reimburse the fee paid by the Customer during the conclusion of the Agreement to the bank account from which the fee was paid, using the same payment method as used by the Customer when making the payment after deducting the fee for using the Club for the period from the date of acquisition of membership to the date of submission of the withdrawal statement to CityFit, the remuneration due to CityFit is equal to the part of all fees paid by the Club Member



proportionate to the number of days from the date of acquisition of membership to the date of receipt by CityFit of the withdrawal statement, in relation to the number 30.

## USE OF THE CLUB

37) The following Rules for the Use of the Club are hereby established:

- a. For each Club there are individual Club Terms and Conditions or functional zone regulations, which contain in particular provisions on the proper use of the Club, the equipment contained therein and respect for the rights of other Club Members. Each Club Member is obliged to read the Terms and Conditions and comply with them;
- b. The Club Member is obliged to use the Club's premises, facilities and equipment in a manner consistent with their intended use. The Club Member is financially responsible for damage or destruction of the Club's premises, facilities or equipment;
- c. Entry and exit from the Club are allowed only by using the entrance portals, after scanning the fingerprint in the case of Club Members who have registered before December 1, 2019 at 23:59 or downloading the QR Code from the Application and applying the downloaded code to the reader in the entrance portals. Club members are obliged to use the portals individually; simultaneous presence in the cabin of two or more persons and allowing other persons to enter and leave the Club by opening the portal with a Member's fingerprint or with generated QR Code from the Application installed on your smartphone is prohibited. Behaviour contrary to the above will be considered a violation of the rules of the Club. CityFit has the right to terminate the Club Member's right to membership with immediate effect, in which case the Club Member indicated above is obliged to pay CityFit, within 7 days from the date of forfeiting the membership, a contractual penalty of PLN 100 (say: one hundred zlotys), which will be deducted from the claim for the return of unused funds from the paid membership. CityFit has the right to claim damages on a general basis that exceed the amount of the penalty stipulated above. CityFit also reserves the right to impose a lifetime ban on entry to its clubs;
- d. The Club Member undertakes to comply with fire regulations and instructions for use of individual rooms, devices and equipment belonging to the Club, in particular the instructions provided by instructors and other Club staff;
- e. The Club Member undertakes to observe and maintain cleanliness and to comply with generally accepted standards of conduct when using the Club's services. Obstructing or preventing other members from using the Club, or any form of insult or threat to them are unacceptable, including the use of words commonly accepted as insulting in the Club despite appropriate requests from the Club's staff. Behaviour offensive to the dignity of other members of the Club, including vulgar and obscene behaviour, as well as manifesting racism, harassment or discrimination on account of race, religion or gender are unacceptable;



- f. The consumption of alcohol or other intoxicants and smoking in the Club area is prohibited. Members of the Club who are under influence of alcohol or other intoxicants will not be admitted to the Club area. Such Club Members are obliged to pay CityFit, within 7 days from the date of forfeiting the membership, a contractual penalty of PLN 100 (say: one hundred zlotys), which will be deducted from the claim for the return of unused funds from the paid membership. CityFit has the right to claim damages on a general basis that exceed the amount of the penalty stipulated above.
- g. Filming and photographing for commercial purposes without CityFit's consent is prohibited in the Club area. CityFit may make the permission to film and photograph subject to payment of a fee. Contact regarding such permission: [wspolpraca@cityfit.pl](mailto:wspolpraca@cityfit.pl)
- h. A Club Member is obliged to wear replacement, covered sports footwear in the Club area, however, in rooms such as bathrooms and shower rooms, bathing footwear on rubber, non-slip soles is required;
- i. The Club Member is obliged to have and use a personal towel on the Club premises for hygiene reasons and should be equipped with a padlock to ensure the safety of the items left in his/her locker;
- j. Before starting the training, a Club Member is obliged to prepare the place for exercises so that the exercises can take place in a safe way for him/her and the environment and to check if there are no other obstacles preventing the performance of exercises.
- k. CityFit enables Club members to become familiar with the basic principles of safe use of machines in the Club by conducting free induction classes;
- l. CityFit and its instructors are not responsible for any accidents or injuries occurring on the Club premises as a result of the Club Members' failure to comply with these Terms and Conditions;
- m. The Club Member is obliged to leave things in the lockers designated for this purpose. Cabinets must be locked with a padlock to prevent their opening by unauthorised persons. CityFit does not take responsibility for items left in the Club area, in places not designated for this purpose;
- n. Cabinets in the Club are emptied and cleaned every day between 2:00-4:00 a.m. during the general cleaning of the changing rooms. Items left in lockers will be deposited at the Club and can be collected at the Club within 3 days from the date of deposit. After that date, they are considered abandoned in accordance with Article 180 of the Civil Code and will be thrown away, disposed of or donated to charity;
- o. It is forbidden to leave things in cabinets for a period exceeding the time of the training during which the cabinets should be closed. After the training is finished, the customer is obliged to collect things from the lockers when leaving the Club.
- p. In situations not regulated by these Terms and Conditions, the Club Manager has the right to make arbitrary decisions concerning the functioning of the Club.
- q. It is forbidden to carry out any gainful activity in the Club area without CityFit's permission, in particular commercial, marketing and service activities, including training, workshops and trainings.
- r. Only trainers who have purchased a Club membership for personal training sessions called Trainer's Pass are eligible to conduct personal training at CityFit. "Personal Training" is hereby defined as:
  - physical activities aimed at assisting in the performance of training exercises,



- motivating customers to exercise and supervising and coordinating their training,
  - precise instructing customers in each of the exercises,
  - preparing a set of repeated exercises for customers,
  - as well as providing physical exercise instructions for one or more persons (organised groups).
- s. Selling or conducting trainings by other people is prohibited. In the event of a breach of the provisions of this clause or in the event of a Club Member's behaviour contrary to the principles of social conduct or morality, CityFit has the right to terminate the Club Member's membership with immediate effect. Such Club Members are obliged to pay CityFit, within 7 days from the date of losing membership, a contractual penalty of PLN 100 (say: one hundred zlotys), which will be deducted from the claim for the return of unused funds from the paid membership. CityFit has the right to claim damages on a general basis that exceed the amount of the penalty stipulated above.
- t. It is forbidden to wear clothing with clear marking of the following words on the club premises: "trainer", "personal trainer", "accredited trainer", "instructor". These names are reserved exclusively for trainers who work with CityFit and not for trainers who have purchased a trainer's pass. Persons who do not comply with this rule may be asked to leave the club by the manager. If the ban is not respected, CityFit has the right to revoke the club membership status.
- u. Only the persons who have previously booked a room and then paid the relevant fee are entitled to conduct other types of CityFit sports activities, including stage posing classes. Rooms can be booked by contacting: [wspolpraca@cityfit.pl](mailto:wspolpraca@cityfit.pl)
- v. Organized classes
- i. Organized classes are all classes conducted in groups of at least 2 persons.
  - ii. Organized classes must be agreed with CityFit in advance and are held according to the rules agreed with a CityFit representative. Contact to discuss details [wspolpraca@cityfit.pl](mailto:wspolpraca@cityfit.pl).
  - iii. One person can conduct a class for a maximum of 15 people in a group.
  - iv. An organized group stays in the Club under the supervision of a person conducting organized classes.
  - v. If the participants enter an organized class together with a guardian, the guardian is obliged to remain with the group at all times. In such a situation, the guardian's duties also include:
    - acquainting the participants of the organized classes before entering the Club with the terms and conditions in force in the Club,
    - arranging in the manager's office all the formalities related to the entry and exit of participants to the organized classes,
    - controlling the behaviour of participants at organized classes during their stay in the Club, maintaining discipline among participants and preventing the destruction of property or equipment in the Club.
  - vi. The group's guardian is responsible for the group members' failure to comply with the applicable terms and conditions and for any damage caused by the group members during their stay in the CityFit Club.
  - w. The Club indicates that the subject of the service is access to the Club and the use of equipment located within the Club. Classes in the Club are technical activities based on a specific technique or technical elements of a sporting nature.



- x. The Club does not offer activities with music and multimedia tracks during the classes, in the gym, or in the private classes on the Club premises. The presence or absence of music and/or multimedia tracks is not in any way part of the service, and the Club Member declares that the music and/or multimedia tracks or their absence does not affect the decision to purchase the membership, and that the Club Member has been informed, that some Club service providers play music or/and multimedia tracks to lift their mood. The Club member shall make such a declaration by reading and accepting the contents of these Terms and Conditions.
- y. Club service providers run technical activities on the Club premises. All rhythmic classes are based on rhythm and timing being clapped out and enumerated, or on voice commands. Any music and/or multimedia tracks played in the background, if any, are only used by the entities in a private manner, in order to make the time between learning the individual moves, sequences of moves or sport and recreational combinations more enjoyable. This is also a way for many entities to soothe the stress when making a presentation before the group.
- z. CityFit indicates that the premises are under video surveillance for safety reasons. The video recording may be used as evidence in the event of any legal dispute.
- aa. The Club premises are fully private and are not a public space with open access. Specific people that meet certain criteria under these Terms and Conditions and at specific times may be present on the Club premises. It is not permitted for third parties to move freely within the Club, regardless of the entity represented. Any attempt to disrupt the operation of service providers within the Club or the Administration shall result in the call of appropriate services to report disruption of the Club operation and harassment. A penalty shall also be imposed each time on any third party disrupting the Club operation in an hourly rate in relation to daily turnover in the Club as compensation for the loss of the proper operation of the Club and the inability to provide services to the Club Members.

#### MEDICAL SERVICES PACKAGE

38) To 51) intentionally deleted

#### PROTECTION OF PERSONAL DATA AND PRIVACY POLICY

52) As of 14.10.2021, the data processing processes are described in the CityFit Group Privacy Policy published at [www.cityfit.pl](http://www.cityfit.pl). (The previous sections 53 to 66 of the Terms and Conditions have been deliberately removed and replaced by the above Policy).

53) To 66) intentionally deleted



## MISCELLANEOUS

- 67) CityFit has the right to temporarily refuse to provide services and close the Club facility or any part thereof, in order to carry out maintenance, repair or other activities that prove necessary for the proper functioning of the Club and to provide services of the highest standard.
- 68) CityFit has the right to change, delete content and functions provided on websites including the Customer Zone and to make new content and functions available or to close the website completely at any time. CityFit, taking into account the interests of its Members, will give Members appropriate advance notice of any such major change, in particular any long-term closure of the website. If you have any questions or if you would like to take any action at the time of closing the website, please contact our customer service team via the contact form on <https://cityfit.pl/kontakt/>.
- 69) Before starting to use the Club services for the first time, the customer is obliged to read and comply with these Terms and Conditions, including the Individual Terms and Conditions of the Club. CityFit stipulates that it is not permitted to bring bicycles, scooters etc. into the Club area.
- 70) If the provisions of these Terms and Conditions are violated or the Club Member behaves contrary to the principles of social conduct or morality, CityFit has the right to terminate the Club Member's right to membership with immediate effect. The Club Member indicated above is obliged to pay CityFit, within 7 days from the date of losing membership, a contractual penalty of PLN 100 (say: one hundred zlotys), which will be deducted from the claim for the return of unused funds from the paid membership. CityFit has the right to claim damages on a general basis that exceed the amount of the penalty stipulated above.
- 71) In case of any remarks concerning the functioning of the Club, questions, complaints, complaints or motions, please contact us via the contact form on the website <https://cityfit.pl/kontakt/>. CityFit undertakes to respond to any suggestions you may have within a maximum of 20 working days
- 72) CityFit is entitled to issue a corrective invoice (agreement on the conditions for reducing the tax base) in the event that access to the Club is blocked and the membership fee or the fee referred to in points 6b or 7d. The corrective invoice will be made available in the Customer Zone and will be sent to the address indicated in the registration process.
- 73) These Terms and Conditions shall enter into force on the day of their publication.
- 74) These Terms and Conditions are subject to change. Each Club Member will be informed of the content of changes to the Terms and Conditions by CityFit posting on its website [www.cityfit.pl](http://www.cityfit.pl) a notice of changes to the Terms and Conditions, including a list of changes to the Terms and Conditions and maintaining this information on this website for at least 7 consecutive calendar days, while Club Members will be additionally notified by CityFit by sending a notice of changes to the Terms and Conditions to the e-mail address indicated by the Club Members. A Club Member has the right to resign from membership within 7 days from the moment of publication.
- 75) Changes to the Terms and Conditions resulting from changes in generally binding legal regulations do not require publication of the changed Terms and Conditions.



## **Appendix No. 2 - removed**

## **Appendix No. 3 - Individual Club Terms and Conditions**

1. Only Club Members who have paid for their membership are allowed to stay in the CityFit Club area.
2. One person can pass through a portal door at a time, authorizing his/her entry with a fingerprint.
3. Each Club Member is obliged to have a current medical examination allowing them to practice physical exercises. CityFit is not responsible for any accidents that occur in the Club area resulting from ill health.
4. The Club is not responsible for accidents resulting from non-compliance with the terms and conditions and recommendations of the staff.
5. In the Club you can practice only in sportswear and sports footwear.
6. Club Members are obliged to use towels while using the equipment and to put the weight on the place after the end of the exercise.
7. Smoking, alcohol and illegal substances are strictly prohibited in the Club area, as well as trade and distribution of the above mentioned substances.
8. There is an absolute ban on introducing animals into the Club area and staying in the Club area for purposes other than the purpose of the Club.
9. Club Members are obliged to maintain order, take care of the condition of the devices and sports equipment provided by the Club. Any damage should be reported to the Club staff.
10. It is recommended that Club members follow the voice instructions broadcast by the Club speakers.
11. Thefts and vandalism will be reported immediately to the police.
12. The Club is not responsible for items left in the locker room. We recommend securing the cabinets with a padlock.
13. It is strictly forbidden to leave any personal items in cabinets during night cleaning (cabinets are emptied every night by the cleaning team).
14. Each Club Member is obliged to familiarize himself/herself with the binding terms and conditions.
15. Please report any comments on the activity to the Club Manager or the staff present in the facility.