

LP	what it concerns	previous version	it should be
1	Membership 10)	<p>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 contacting CityFit by sending an email to bok@cityfit.pl.</p> <p>52) The Personal Data Controller:</p> <p>a) If the Club Members who concluded the Agreement before 31 August 2018 at 11:59 and interested persons (statutory representatives of the Club Members who concluded the Agreement before 31 August 2018 at 11:59 or the persons wishing to enter into an agreement with CityFit sp. z o.o.) in the case of CityFit Plaza Rzeszów, CityFit Rondo ONZ, CityFit Targówek, CityFit Lublin, CityFit Bielsko-Biała, CityFit Gdańsk, CityFit Katowice, CityFit Bydgoszcz, CityFit Wrocław is CityFit sp. z o.o.;</p> <p>b) If the Club Members and interested persons (statutory representatives of the Club Members or persons wishing to enter into an agreement with CityFit 24/7 sp. z o.o.) in the case of CityFit Walbrzych is CityFit 24/7 Sp. z o.o.;</p> <p>c) If the Club members and interested persons (statutory representatives of the Club Members or persons wishing to enter into an agreement with CityFit Membership sp. z o.o.) in the case of the following Clubs: CityFit Wrocławia, CityFit Białystok Zielone Wzgórze, CityFit Chorzów AKS, CityFit Kraków Principio, CityFit Warszawa Rondo Wiatraczna, CityFit Poznań Pestka, CityFit Warszawa Wola Plaza, CityFit Warszawa Reduta, CityFit Toruń Plaza, CityFit Warszawa Sadyba Best Mail, in Gliwice at ul. Zwycięstwa 52A, in Lublin at ul. Lipowa 13, in Gdańsk at ul. Targ Słenny 7 and by 31 August 2018 at 12:00 in the case of CityFit Plaza Rzeszów, CityFit Rondo ONZ, CityFit Targówek, CityFit Lublin, CityFit Bielsko-Biała, CityFit Gdańsk, CityFit Katowice, CityFit Bydgoszcz, CityFit Wrocław is CityFit Membership Sp. z o.o.;</p> <p>CityFit sp. z o.o. is also the Controller of the data of persons visiting www.cityfit.pl (for details see the website's Privacy Policy) and the personal data of mobile application users (for details see the Privacy Policy of the application).</p> <p>The Data Controller has appointed the Data Protection Officer (Jacek Grabowski), with whom a Club Member or other interested persons may contact in electronic form (by sending an e-mail) at the following address lod@cityfit.pl</p> <p>53) Medcover is the data controller of the personal data related to the performance of the agreement within the Medical Services Package offered for sale via CityFit. Detailed information on the protection of personal data and Medcover's privacy policy is available at www.medcover.pl and in Appendix No. 1.</p> <p>54) The supervisory authority competent in matters concerning personal data is the President of the Office for the Protection of Personal Data in Poland. The Club member or other interested persons have the right to lodge a complaint with the supervisory authority</p> <ul style="list-style-type: none"> • by mail to the address: Urząd Ochrony Danych Osobowych [Office for Personal Data Protection], ul. Stawki 2, 00-183 Warszawa • via the electronic mailbox available at: https://www.uodo.gov.pl/p/kontakt • by e-mail: kancelaria@uodo.gov.pl • by phone: (22) 531 03 00 <p>55) The Data Controller processes personal data for the following purposes:</p> <p>a. to provide the services described in the Terms and Conditions.</p> <p>In order to fulfil this purpose, the Data Controller processes even the data necessary to create a profile in the Customer Zone, manage payments, handle queries and complaints or track the history of visits to the Club. The Data Controller's Services may to some extent be provided through the CityFit mobile application.</p> <p>Failure to submit the data will prevent the Administrator from providing services.</p> <p>b. for marketing purposes that include:</p> <ul style="list-style-type: none"> i. sending newsletters, information about events, competitions, promotions, commercial offers of the personal training service, marketing communications regarding services and products, including electronic or telephone communication devices assigned to a Club Member, including through systems that automatically transmit such information, ii. location of electronic communication devices to transmit commercial information, iii. linking the Club Member's data with information about his or her characteristics, behaviour, or preferences to match commercial information to the known or anticipated needs or expectations of the Club Member (so-called profiling), iv. maintaining, displaying or communicating through web pages and the CityFit mobile application. <p>c. to exercise the legitimate interests of the Data Controller, including:</p> <ul style="list-style-type: none"> i. ensuring security in the Club (especially for Club Members but also for employees) by means of monitoring, ii. developing and improving the Data Controller's services, including the CityFit mobile application made available to Club Members and interested parties, iii. contacting and interacting with a Club Member or an interested person (e.g., by phone, e-mail, letter or by responding to social media posts addressed to the Data Controller), iv. managing promotions and competitions in which a Club Member or an interested person takes part, v. asserting or defending legal claims or rights of the Data Controller or the entry represented by the Data Controller, vi. fulfilment of legal obligations, including the orders of authorities and courts binding for the Data Controller. <p>56) The Data Controller will not take decisions based solely on the automated processing of the personal data made available to it.</p> <p>57) The Data Controller processes, for the purposes specified above, personal data that has been made available or collected by the Club Member or an interested party during the interaction with the Club Member or an interested party.</p> <p>58) Such data includes:</p> <ul style="list-style-type: none"> a. Data provided during the creation of a profile in the Customer Zone, including: name, surname, address, e-mail, PESEL, passport number in case of foreigners, (optional) company data, contact telephone number, date of birth, credit card data, b. Other data related to the provision of services to the Club Member, e.g., fingerprint enabling entry to the Club, QR Code generated for the person interested and enabling entry to the Club, data concerning training sessions, visit history, data concerning the complaints submitted, data provided for the purposes of competitions, image, information on a user's device or browser, including location, c. Data on the use of the website stored in cookies, such as the history of clicks, navigation or browsing, as detailed in the website's Privacy Policy, as well as data on the use of the mobile application, as detailed in the Privacy Policy of the application, d. Data concerning preferences or behaviour – provided by a Club Member or an interested person during browsing the website, competitions, promotional campaigns and events organized in the Clubs, e. Multivisual data - recordings related to the protection of property or assets, recording of conversations for security or evidentiary purposes. <p>59) The legal basis for the processing of personal data by the Data Controller:</p> <ul style="list-style-type: none"> a. Consent of the data subject. The consent is voluntary. b. Legitimate interest of the Data Controller. c. Necessity of processing to perform the agreement (provision of services by the Data Controller). d. The legal obligation incumbent on the Administrator. <p>60) The Data Controller may transfer personal data to other entities with which it has concluded appropriate agreements. These include:</p> <ul style="list-style-type: none"> a. Companies from the Capital Group of the Data Controller. <p>They perform certain functions on behalf of the Data Controller, helping it to provide services to Club members, organize promotional campaigns or manage IT systems used to operate the clubs. They shall process only such data that is necessary for the performance of their functions and in accordance with the concluded contracts.</p> <ul style="list-style-type: none"> b. CityFit Membership sp. z o.o. <p>In the scope of personal training services ("Personal Training").</p> <ul style="list-style-type: none"> c. Medcover <p>In the scope of medical services, non-medical services (in particular the choice of glasses and corrective lenses).</p> <ul style="list-style-type: none"> d. OK System Polska S.A. ("OK"). <p>In the scope of providing sports and leisure services, CityFit provides OK with the following personal data: phone number. For more information on how OK processes personal data, go to their Privacy Policy available at www.oksystem.pl</p> <ul style="list-style-type: none"> e. Trusted Partners. <p>These are entities with which the Data Controller has business agreements and which provide services to the Data Controller, such as suppliers of:</p> <ul style="list-style-type: none"> i. Services related to technology (e.g. support for web pages, applications and other business systems the Data Controller uses to provide services), ii. Services related to the storage, merging and analysis of data, iii. Services related to the processing of credit card payments, iv. Courier services, v. Legal services and other specialized services, such as security services for Club Members. <p>61) The transfer of data does not entitle the data importer to use it for any purposes, but only to use it for purposes clearly indicated by law or the Data Controller. In any case, the transfer of data does not release the Data Controller from responsibility for its processing.</p> <p>62) Data may also be transferred to public authorities if they are authorised to do so by the applicable legislation and if they submit a request to that effect.</p> <p>63) The period of data processing depends on the purpose for which the data were or are processed, the laws governing the obligations of the Data Controller and the existence of grounds for their processing. This shall mean that:</p> <ul style="list-style-type: none"> a) the data necessary for the Data Controller to provide services will be processed during the term of the Agreement – this applies in particular to the data provided when creating a profile in the Customer Zone, such as name, surname, address, PESEL number, passport number in case of foreigners, (optional) company data, phone number, date of birth, credit card data, as well as training history or payment data; b) upon the expiry of the Agreement, that is after the termination of the provision of services, the personal data of Customers and data concerning their use of services are processed to a limited extent for periods resulting from the tax and accounting obligations incumbent on the Data Controller, that is for another 6 years from the end of the calendar year in which the Agreement expired – this applies in particular to the data contained in accounting documents. In any case, in order to protect the Data Controller's rights and assert claims in connection with the relevant laws governing the periods of limitation applicable to liabilities, the Customers' personal data may be processed to the necessary extent for a period of 6 years from the end of the calendar year in which the Agreement expired. If a dispute, legal process or other proceedings (especially criminal) are already underway, the archiving period will be counted from the date on which the dispute has been legally concluded, and in the case of a number of proceedings – from the date the last proceeding has been legally concluded, regardless of how it was concluded, unless the law provides for a longer period of storing data; c) the data constituting the fingerprint map in the event of consent being granted until it is revoked or, as appropriate, restricted or other actions taken by the person granting consent, which will be deleted after the Agreement term; d) the data processed in the context of a legitimate interest will be processed until an objection is submitted and in any case for no longer than 6 years after the purpose for which they were collected ceases to apply; e) the data processed for marketing purposes in the case consent is granted until its withdrawal or, as appropriate, restriction or other actions taken by the person granting consent, and in any case not longer than for a period of 1 year from the date on which the purpose for which the data were collected ceases to apply – this applies in particular to the email address and telephone number. <p>Data may be processed separately according to the different purposes and based on legal grounds, e.g. a specific consent to the processing of data for</p>	<p>10) CityFit provides its members with a so-called Money-Back Guarantee in the event that a Club Member terminates 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 contacts CityFit via the contact form on the website https://cityfit.pl/kontakt/.</p> <p>52) As of 14.10.2021, the data processing processes are described in the CityFit Group Privacy Policy published at www.cityfit.pl. (The previous sections 53 to 66 of the Terms and Conditions have been deliberately removed and replaced by the above Policy.)</p> <p>53) to 66) intentionally deleted</p>
2	Protection of personal data 52-66)	<p>52) As of 14.10.2021, the data processing processes are described in the CityFit Group Privacy Policy published at www.cityfit.pl. (The previous sections 53 to 66 of the Terms and Conditions have been deliberately removed and replaced by the above Policy.)</p> <p>53) to 66) intentionally deleted</p>	<p>52) As of 14.10.2021, the data processing processes are described in the CityFit Group Privacy Policy published at www.cityfit.pl. (The previous sections 53 to 66 of the Terms and Conditions have been deliberately removed and replaced by the above Policy.)</p> <p>53) to 66) intentionally deleted</p>
3	Other provisions 68)	<p>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 at bok@cityfit.pl</p>	<p>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/.</p>
4	Other provisions 69)	<p>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</p>	<p>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.</p>
5	Other provisions 71)	<p>71) In case of any remarks concerning the functioning of the Club, questions, complaints, complaints or motions, please contact us at bok@cityfit.pl. CityFit undertakes to respond to any suggestions you may have within a maximum of 20 working days</p>	<p>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</p>
6	Other provisions 72)	N/A	<p>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.</p>