



CityFit Club Terms and Conditions valid from 10 January 2024

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. Kolisty 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, in Siedlce at ul. Piłsudskiego 74;
- 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 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. 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;
 - 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 (via one of the following channels: by phone, e-mail, in person, in writing or via the Customer Zone) and will enable payment to be made. After the expiry of the Agreement concluded for a definite period, the membership will be forfeited and the Club Member is obliged to pay all outstanding fees.
- 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, 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 part of the fee corresponding to CityFit's previous activities, and if the termination took place without a valid reason, the Club Member should also repair the damage. The above fee is payable at the time of submission 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.
- 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
- 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. 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 pass for a fixed period, excluding Club Members who have made a one-time payment for the pass in advance, may freeze their membership by logging in to the Customer Zone in exchange for a monthly fee to CityFit. The freezing is effective from the first day after the end of the settlement period during which the Club Member placed the freezing order. Freezing does not interrupt the duration of the Fixed-Term Agreement.



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 damage compensation payments are paid using the following payment methods:
 - 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, 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
- 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
- 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.
 - 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. (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 yo+D15u 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 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.

RULES REGULATING SAFE USE OF THE CLUB AND EQUIPMENT IN CITYFIT

In the interests of your safety and other club members, we kindly ask you to follow the recommendations below.

1. There can be a limited number of people in each club and room at the same time, you will find information at the entrance to the club or room.
2. Stay home if you notice signs of an infectious disease, only healthy people are allowed to be in the club. If you have any medical symptoms, do not come to the gym.
3. Do not rearrange the equipment that has been set up in accordance with safety rules and should remain in place at all times.
4. Sanitize your hands. Dispensers with sanitizer are in every club zone and in the locker rooms.
5. After completing the exercise, wipe the machine using disinfectant and a paper towel. Remember to apply the product to paper, not directly to the equipment. Disinfect your locker before and after training. You will find the necessary tools in every club zone and in the locker room.
6. The club staff shall make technical breaks for the purposes of disinfection, therefore please listen to the club announcements.
7. During the technical break it is possible to enter the club. A technical break does not mean that entrance portals are out of service.
8. Keep a safe distance of 2 m from other people throughout the club.
9. Train in sports footwear.
10. When exercising, always put the towel on the equipment so as to limit direct contact of your body with the surface of the device.
11. Do not drink directly from drinking fountains with filtered water. Pour water for training into a bottle.
12. Please do not enter the manager's office. Our employee will come out to you and answer all your questions.
13. If you are over 60 years old or you suffer from chronic diseases, consider deciding to use the club during the least popular hours.
14. Do not use the equipment that has been out of service, including hand dryers.
15. Persons not complying with safety rules may be asked to leave the facility.
16. Failure to comply with the instructions of club's manager / Staff as well as with the provisions of these Regulations may result in the loss of CityFit membership on the general principles of the Regulations located on the CityFit website at <https://cityfit.pl/en/terms-and-conditions/>

We will keep you updated on all changes to the operating rules of the club.

CityFit Group Privacy Policy

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Maintaining transparency in the processing of your personal data is extremely important to us. Therefore, we would like to inform you about how we protect your privacy in connection with your use of CityFit Group services. This policy comprehensively describes your rights and how our Group Companies process your personal data. It explains the issues described in Articles 13, 14 and 26 of the General Data Protection Regulation (EU) 2016/679 (hereinafter "GDPR").

If you have any concerns regarding this policy, please feel free to contact us by email at iod@cityfit.pl.

Which companies the Policy applies to?

The joint controllers or controllers of your personal data are the CityFit group companies listed in Appendix 1. These companies may be Controllers or Joint Controllers in selected processing operations - depending on whether they jointly or separately determine the purposes and means of processing your data. The table in the section For what purposes and for how long is your data processed? and the section Main content of the arrangements between the Joint Controllers indicate the Companies' areas of responsibility.

Contact with the Data Protection Officer

In matters related to personal data protection, you may contact the Data Protection Officer (Jacek Grabowski), the Deputy Data Protection Officers, or the person responsible for personal data protection at the e-mail address indicated in Appendix 1. If you wish to contact a specific data controller, you may use Appendix 1. However, we recommend that you use the contact point indicated in the section Contact point for data subjects.

To whom the Policy applies?

This Privacy Policy is addressed to individuals who:

1. wish to register and become members of CityFit Group fitness clubs or are members,
2. use the cityfit.pl website and CityFit application,
3. are patients of CityFit Med sp. z o.o;
4. contact CityFit Group companies in order to send them an enquiry, a complaint or a request,
5. enter CityFit clubs.

What is the relationship of the Privacy Policy to the Terms and Conditions and other documents?

This Policy is in addition to the Terms and Conditions of CityFit Club and other rules and regulations regarding services provided by CityFit Group. In these regulations, when we write about Privacy Policy we mean this document. This means that, in matters relating to the processing of personal data, the provisions of this Policy shall apply before the provisions contained in the service regulations.

We also have a second type of document - detailed privacy policies for our specific activities. For example, we have described detailed rules on data processing on the website and in the application in the appendices, including the use of cookies and profiling for online marketing purposes. The appendices describe the processing in the areas indicated in greater detail and therefore they have precedence over this Policy.

For what purposes and for how long is your data processed?

Purpose	Description	Legal basis	Processing period
Provision of services in fitness clubs as described in the terms and conditions	Creating a profile, purchasing membership and personal training, managing payments, history of visits to the Club	Performance of the contract (Art. 6(1)(b) GDPR)	6 years from the end of the year in which the contract expired or was terminated or, in the case of an uncompleted registration (no registration fee), 30 days from the cessation of the registration process
Fulfilment of a legal obligation	Compliance with legal obligations, such as the need to issue invoices or send data at the request of the relevant authorities	Fulfilment of a legal obligation (Article 6(1)(c) GDPR)	In accordance with the periods required by law, as a rule 6 years from the end of a calendar year, starting from the next year in which the event giving rise to the legal obligation occurred

Communication related to purchased or terminating services	Enabling the Joint Controllers to remind of appointments, services purchased or running out of time, information about competitions and contests and their organization	Legitimate interests of the Joint Controllers (Article 6(1)(f) GDPR)	Until the objection is accepted and no longer than 6 years after the purpose for which the data was collected has ceased to exist
Maintaining good relations with the Club members	Making it possible for Co-administrators to maintain good relations with the Club members, i.e. by giving wishes by phone, by email, by app or by mail, sending incentives, gift on the occasion of birthdays, holidays, anniversaries and other events (such as sports achievements or wins in competitions).	Legitimate interests of the Joint Controllers (Article 6(1)(f) GDPR)	Until the objection is raised
Handling complaints and enquiries	Handling complaints on matters related to the provision and charging of services, the functioning of the website and applications, as well as handling other requests, queries and communications e.g. on social media	The legitimate interests of the Joint Controllers (Article 6(1)(f) GDPR) or the performance of the contract by the Joint Controllers (Article 6(1)(b) GDPR)	Until the statute of limitations for claims, i.e. in principle no longer than 6 years
Satisfaction survey	Determining the quality of service and the level of satisfaction of the Joint Controllers' customers with the products and services offered	Legitimate interests of the Joint Controllers (Article 6(1)(f) GDPR)	6 years from the date of the satisfaction survey or until an objection is received
Monitoring	Ensuring security of persons and property in CityFit clubs	The legitimate interests of the Joint Controllers (Article 6(1)(f) GDPR)	No longer than 3 months from the date of registration of the event
Statistical analysis of web and	Conducting analysis on how the	The legitimate interests of the Joint	Storage periods for cookies and similar technologies are

application users behaviour	website/application is used and making corrections or improvements	Controllers (Article 6(1)(f) of the GDPR) in relation to the consent given pursuant to Article 173 of the Telecommunications Act	indicated in the appendices to the website and applications
Profiling for online marketing purposes	Enabling the Joint Controllers to tailor the marketing offer to the member's profile	The legitimate interests of the Joint Controllers (Article 6(1)(f) of the GDPR) in relation to the consent given pursuant to Article 173 of the Telecommunications Act	Storage periods for cookies and similar technologies are indicated in the appendices to the website and applications
Pursuit or defence of claims	Determining, pursuing and defending against civil law claims in the course of the business activity by the Joint Controllers, handling insurance-related processes, ensuring the security of IT systems	The legitimate interests of the Joint Controllers (Article 6(1)(f) of the GDPR)	Until the statute of limitations for claims, i.e. in principle no longer than 6 years
Marketing	Marketing may be carried out through e.g. a newsletter sent to an email address, notifications on the phone and in the application (also through systems that transmit marketing messages automatically) and may concern the services of the Joint Controllers or of a specific Controller. Marketing may use geolocation data	Consent (Article 6(1)(a) GDPR)	Until the consent is withdrawn
Profiling for marketing purposes	Combining information about your behaviour and preferences to	Consent (Article 6(1)(a) GDPR)	Until the consent is withdrawn

	personalise marketing messages		
Traditional marketing	Sending marketing messages by post	The legitimate interests of the Joint Controllers (Article 6(1)(f) of the GDPR)	Until an objection is raised
Internal administrative purposes, including statistical purposes.	To compile statistics based on the collected personal data, to develop and improve the services of the Joint Controllers	The legitimate interests of the Joint Controllers (Article 6(1)(f) of the GDPR)	The period for which the Joint Controllers process personal data for any other purpose, for no longer than 6 years after the purpose for which it was collected has ceased
Provision of physiotherapy services	The services are provided by Zakład Lecznicy "Centrum Rehabilitacji", which is operated by CityFit Med sp. z o.o., and with regard to these services CityFit Med sp. z o.o. is a separate data controller.	Fulfilment of a legal obligation (Article 6(1)(c) of the GDPR and Article 9(2)(h) of the GDPR) - in connection with Article 3(1) of the Act on Medical Activity and Article 24 of the Act on Patients' Rights and Patients' Ombudsman	Period of retention of medical records prescribed by law (generally: 20 years after the last entry)
Provision of physiotherapy services - archiving of records	Fulfilment of obligations regarding the archiving of medical records (CityFit Med sp. z o.o. is a separate data controller)	Fulfilment of a legal obligation (Article 6(1)(c) of the GDPR and Article 9(2)(h) of the GDPR) - in connection with Article 3(1) of the Act on Medical Activity and Article 24 of the Act on Patients' Rights and Patients' Ombudsman	Period of retention of medical records prescribed by law (generally: 20 years after the last entry)

Are special categories of data collected by CityFit Group?

One of the companies - CityFit Med sp. z o.o. collects and processes health-related data contained in medical records. It operates in this area independently of the other Joint Controllers.

It may also be the case that, in order to comply with health-related legislation, CityFit Group may start collecting data, for example, on the date of vaccination against various diseases or similar. If this is necessary, we will ensure the security of this data and the compliance of its processing. We will the n also update this policy.

Some persons, in order to enter or leave the CityFit Club, leave a fingerprint map (they may alternatively use QR code from the application), data in this respect is collected by CityFit sp. z o.o., CityFit Membership sp. z o.o. or CityFit 24/7 sp. z o.o. The aforementioned entities act in this respect as independent entities from the other Joint Controllers. Furthermore, we point out that the system determines the characteristic

points of the fingerprint, connects them with lines and thus creates a fingerprint map and does not process the real fingerprint. This security feature does not allow the data to be used by third parties.

To whom may personal data be made available?

In connection with the activities of the Joint Controllers, your personal data may be entrusted to and made available to the following entities:

1. entities that help provide the Joint Controllers' services to you, including organising competitions and promotional activities;
2. to third parties that perform audit or inspection activities for the Joint Controllers;
3. providers of information systems and analytical and hosting services;
4. providers of credit card payment and debt collection services;
5. companies conducting satisfaction surveys,
6. providers of advertising services connected with cookies and similar technologies - in accordance with the appendices to this Policy;
7. companies providing additional medical insurance, such as Medicovert;
8. companies providing CityFit services in their own packages such as Medicovert Sport, Benefit, PZU Sport etc.
9. courier and postal companies,
10. companies providing legal and other services to ensure your safety in CityFit Clubs;
11. in the field of physiotherapy services within the medical record systems - the National Chamber of Physiotherapists and NFZ.

Consent revocability

When we process data on the basis of your consent, then any consent given may be withdrawn at any time. Please note that withdrawal of consent is only effective for the future and does not affect the lawfulness of the processing carried out on the basis of consent before its withdrawal. If you withdraw your consent to the processing of your personal data for direct marketing purposes, your data will be deleted without undue delay.

Rights of data subjects

You have the right to:

1. request access to the content of your personal data,
2. request data rectification,
3. request data deletion,
4. request the restriction of data processing
5. request data portability,
6. object to the processing of your data,
7. withdraw consent for processing at any time without affecting the legality of processing performed on the basis of consent before its withdrawal.

You have the right to lodge a complaint with the President of the Personal Data Protection Office (to the address of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warsaw, more contact information at <https://uodo.gov.pl/pl/p/kontakt>), if you consider that the processing of personal data concerning you violates the provisions of the GDPR.

Main content of the arrangement between the Joint Controllers

The membership contract is concluded with CityFit Membership sp. z o.o., CityFit sp. z o.o. or CityFit 24/7 sp. z o.o. The Group-wide website and interface for the provision of services to you is operated by CityFit sp. z o.o. CityFit Membership sp. z o.o., CityFit sp. z o.o. and CityFit 24/7 sp. z o.o. are responsible for marketing. The CityFit Management sp. z o.o. is responsible for contacting you and responding to your requests and notifications. Physiotherapy medical services are provided by CityFit Med. sp. z o.o. Legal, administrative and accounting matters are handled by Keen Property Management sp. z o.o.

If you are interested in the other main content of the arrangements between the Joint Controllers, we provide this kind of information upon your request. You are welcome to contact us in accordance with the section "[Contact point for data subjects](#)".

Contact point for data subjects

The Joint Controllers have agreed that the point of contact for the protection of your personal data is **CityFit Management sp. z o.o.** You may exercise the above rights by writing to the following address:

CityFit Management sp. z o.o.

al. Jana Pawła II 27

00-867 Warszawa

marked „do Inspektora Ochrony Danych” ("to the Data Protection Officer"),

or by sending an e-mail to CityFit Group Data Protection Officer: iod@cityfit.com

Information on data provision requirements

Providing your personal data collected by the Joint Collectors is

1. with regard to medical and financial records - required by statutory provisions, and failure to provide data may result in the inability to provide you with services. Data necessary to be provided are marked as required.
2. with regard to concluding a contract - required in order to conclude and perform the contract connecting you with one of the CityFit Group companies. Without providing the data it will not be possible to provide the services covered by the given contract. Data necessary to be provided are marked as required.
3. with regard to marketing purposes - voluntary, but the provision of such data is subject to its processing for marketing purposes.

Change of Policy

We want to ensure that the Privacy Policy complies at all times with current legal requirements, new guidelines from data protection authorities and reflects the current data processing processes at CityFit Group. Technologies and data processing requirements in new technologies may also change. This means that we may, and sometimes will, need to modify this Privacy Policy in the future. If we introduce new services or change our current services, we will also update this Policy.

With each change, a new version of the Privacy Policy will be posted on our websites with an appropriate notice. We will endeavour to ensure that the manner in which changes are communicated is transparent.

The notice may take the form of an information box or, especially if the changes are more substantial, it may be sent by e-mail. The amended Policy will apply in its new wording from the date of notification of the change.

Appendix 1 CityFit Group companies and contact to the DPO

LP	Nazwa spółki	Adres spółki	Kontakt do Inspektora Ochrony Danych lub osoby odpowiedzialnej za ochronę danych
1.	CityFit Membership sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
2.	CRM Resources sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
3.	CityFit Management sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
4.	CityFit Gym and Fitness sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
5.	CityFit Company sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
6.	CityFit Fitness sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
7.	CityFit Gym sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
8.	CityFit South sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
9.	CityFit 24/7 sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
10.	CityFit Health and Fitness sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
11.	CityFit 24 Hours sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
12.	CityFit North sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
13.	CityFit Low-Cost sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
14.	CityFit Polska sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
15.	CityFit sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
16.	CityFit MED sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
17.	CityFit Holdings sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
18.	Keen Property Management sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
19.	CityFit Polska sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
20.	CityFit Corporation sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl

Appendix 2 Privacy Policy [www](http://www.cityfit.pl)

Appendix 3 Privacy Policy application



CITYFIT WEBSITE PRIVACY POLICY

OUTLINE

What is it about?

We invite you to read the below Policy to understand how using the www.cityfit.pl website affects your privacy, how we monitor our website user's behaviour, how we make use of the data collected and, finally, what the user rights are.

About us

We are a **CityFit Group company** which administers the www.cityfit.pl website and processes data, including user personal data, as an entity determining the handling of such data. According to the statutory terminology, we are a Personal Data Controller. This means that we are responsible for making use of and protecting the personal data of our users.

Which data?

As of 25 May 2018, Poland and other European Union countries apply the General Data Protection Regulation (GDPR). Its entry into force changed the previous rules of qualifying information as personal data. The information we automatically collect when you use our website [such as IP address, domain name, browser type or operating system type] may, in particular circumstances, constitute personal data, hence it is subject to GDPR requirements. On the other hand, some of the information we collect will remain regular non-personal data. This Policy explains how we process both categories of website-related data.

Why do we process data?

Processing the data of the users of our website enables us to manage the website, make it more user-friendly and intuitive. At the same time, making use of the data enables us to answer user questions, ensure smooth registration and adapt the content displayed on the website to user preferences, if they wish so. Regardless of the above, processing of a certain part of data stems not from our decisions but from technical requirements of website developers.

Can we process them?

We can process the data of users of our www.cityfit.pl website for a number of reasons which have been directly regulated by law. Primarily, there is the need to process them to ensure the functioning of the very website; however, the possibility of replying to user questions is equally important; finally, there is the execution of an agreement accepted by the user at the time of registration. Still, regardless of the reason for processing, we always act in accordance with and within the law.



Do we make the data available to anyone?

We will make the website user data available to our cooperating service providers, both CityFit Group companies and external partners with whom we have concluded agreements. These partners may reside both in and outside the European Union. Notwithstanding the above, we may share the data with judicial authorities or other state bodies within their powers under the law.

User rights

Users have the right to access, rectify or erase their personal data. In some cases they may also object to the use or portability of their personal data. In the case of regular data not qualifying as personal data, the user has a fundamental right to information, which we seek to fully implement by presenting this Policy.

Absence of user consent

When a user visits our website without changing web browser settings to disable the cookies, despite becoming familiar with the information laid out in the Policy, we consider that the user agrees to having cookies placed on their device and automatic data collection. Users may change their web browser settings at any time to disable cookies and block automatic data collection.

Contact details

You can always contact us on Policy matters by writing to: iod@cityfit.pl.

MORE DETAILS

I. Controller

1. This Privacy Policy of the Cityfit website (hereinafter referred to as “Policy”) concerns the www.cityfit.pl website and addresses its users. Its aim is to explain the type, scope and applications of data and personal data collected automatically by the Controller to the users. Moreover, it describes user rights.
2. CityFit sp. z o.o. with its registered office in Warsaw, at al. Jana Pawła II 27, registered by the Regional Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under number KRS 0000489476, NIP 5252574364, REGON 147005970.

II. Data

1. Data is collected when users visit the website. Some part of them is collected automatically, e.g. connection data, geolocation data, IP address, domain name, browser type, operating system type. The other part is shared



with us by the user when entering data in dedicated fields, e.g. e-mail or name and surname. CityFit Terms and Conditions contain detailed information on the processing of personal data provided to us by the user.

2. Automatically collected data are obtained by placing cookies on user's device.

III. Cookie

1. A cookie is a small text file saved by the website on user's computer, phone or other devices. This file contains data on user's usage of that website. A cookie is a basic way of storing information by the website, although a browser space called "Local storage" may also be used for that purpose. The provisions on cookies in this Policy also refer to Local storage.
2. Web browsers enable saving and storing cookies on users' devices by default. Users are, however, entitled to change their browser settings at any time and disable the Controller's access to data collected with the aid of cookies.
3. Saving cookies on user's device and collecting data by the data Controller changes neither the configuration of user's device nor the software installed on the device.

IV. Why do we need cookies?

1. The data collected using cookies allow us to ensure appropriate functioning of the website, help to remember user preferences (language, country) when a user visits the website and in the future, an allows for website improvement thanks to estimates of statistics and usage models. Regardless, specific cookies enable us to obtain information on trends in user behaviour, which improves advertising by adjusting it to user preferences.
2. When using cookies, we do not store sensitive personal data, such as address, password, credit or debit card details.

V. Making data available

1. The Controller uses the data they collect. Moreover, in the case of third-party cookies used and managed by external entities, we make the data available to our partners. The purpose is for us to be provided with services we require to improve our services and user experience of browsing our website. Acquiring statistics on activity and enabling the operation of the website chat are the main services which include "third-party cookies".
2. In order to raise the efficiency of Services offered, some of our Partners have their registered seats in countries located outside of the European Economic Area, where the level of personal data protection may not be on par with the standards of the European Union (United States of America). However, in such cases we sign appropriate agreements with our partners which feature Standard Contractual Clauses approved by the European Commission: https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en and for the purpose of protecting your rights and freedoms, we may apply additional safeguards laid down in the guidelines which are applicable to such transfer of data.

VI. Cookie types

1. Strictly necessary cookies – help to make the website useful by enabling basic features such as navigating the website. Without those cookies, the website cannot work correctly.
2. Third-party cookies – cookies of external entities with whom the Controller cooperates, who place their own cookies to provide services for the benefit of the Controller. Regardless of the above, the Controller points out that third parties may register user information if they click "Add" or "Like" icons typical for the particular



third party when visiting Controller’s website. The Controller controls neither third party websites nor their actions, and encourages to become familiar with the terms of use and privacy policy of such websites.

3. Persistent cookies are cookies often stored for a specific period, also after closing the browser and terminating the session. This means that a user returning to the website will be recognised.
4. Session cookies are deleted upon closing the browser and allow the website to monitor user activity during one session.

VII. Right to delete

1. A user may restrict, disable or delete cookies at any time by changing browser configuration. For more information on cookies configuration in your browser, see the “Help” menu of your browser.

VIII. Cookies used by the website

<i>The list below is updated as soon as possible, although the table may temporarily be missing certain cookies.</i>			
Cookie	Type	Purpose	Time
__oauth_redirect_detector	HTTP	Enables the website to manage the chat in order to adjust content to the user.	1 day
_icl_visitor_lang_js	HTTP	Enables the website to remember user’s preferred language.	1 day
CASID	HTTP	Enables the website to optimise chat functioning.	Session
wpml_browser_redirect_test	HTTP	Enables the website to remember user’s preferred language.	Session
__lc_cid	HTTP	Strictly necessary cookie. Enables chat operation on the website.	3 years
__lc_cst	HTTP	Strictly necessary cookie. Enables chat operation on the website.	3 years
rc::a	HTML	Strictly necessary cookie. Enables distinguishing user-generated activity from boot-generated activity. Allows for compiling reliable statistics on the website.	Persistent



rc::b	HTML	Strictly necessary cookie. Enables distinguishing user-generated activity from boot-generated activity. Allows for compiling reliable statistics on the website.	Session
rc::c	HTML	Strictly necessary cookie. Enables distinguishing user-generated activity from boot-generated activity. Allows for compiling reliable statistics on the website.	Session
__lc2_cid	HTTP	Enables the website to remember information that changes it depending on user preferences. Dedicated to the chat operating on the website.	3 years
__lc2_cst	HTTP	Enables the website to remember information that changes it depending on user preferences. Dedicated to the chat operating on the website.	3 years
__livechat	HTTP	Enables chat personalisation on the website.	3 years
_ga	HTTP	Assigns an ID which enables compiling statistics on user activity on the website.	2 years
_gat	HTTP	Enables compiling statistics on the website.	1 day
_gid	HTTP	Assigns an ID which enables compiling statistics on user activity on the website.	1 day
_hjid	HTTP	Assigns an ID for the duration of the session. Enables compiling statistics on users' activity on the website.	1 year
_fbp _fr	HTTP	Marketing cookies are to track visitors on websites. Their purpose is to show appropriate advertisements and engage an individual user, making it more valuable for the publishers and external advertisers. Used by Facebook to provide advertisers' advertisements.	3 months
_gcl_au	HTTP	Advertising cookie. Used by Google AdSense to provide advertising products.	3 months



NID	HTTP	Advertising cookie. Assigns an ID used to identify devices returning to the website.	6 months
test_cookie	HTTP	Cookies verifying browser settings related to placing text files on user's device.	1 day



Privacy Policy in the CityFit application

In force from: 26.05.2021

IMPORTANT INFORMATION

Our mission at CityFit is to create as many avenues as possible for our club members to pursue their passion for sport. That is why we launched the CityFit mobile application, which gives our club members access to such features as managing their membership, buying subscriptions, registering for fitness classes and sessions with a personal trainer, purchasing additional products, including a Medcover package, and taking advantage of loyalty schemes or discounts (hereinafter jointly referred to as “**Services**”). As we offer you our Services, we remain mindful of protecting your privacy, which prompted us to present you with the following Privacy Policy that describes how we collect and process personal data via our application.

We encourage you to become acquainted with this Privacy Policy, as well as our Terms and Conditions [<https://cityfit.pl/regulamin/>] (hereinafter referred to as “**Terms and Conditions**”).

DOWNLOADING, INSTALLING AND USING THE APPLICATION IS TANTAMOUNT TO YOUR CONSENT FOR YOUR PERSONAL DATA TO BE COLLECTED, USED AND TRANSMITTED FOR THE PURPOSE OF PROCESSING IN A WAY DESCRIBED IN THIS PRIVACY POLICY. Should you decide not to share your personal data with us, you will not be able to take full advantage of our Services.

About us

We are CityFit sp. z o.o. with the registered office in Warsaw at ul. Jana Pawła II 27, 00-867, a company that is part of the CityFit Group. We offer Services using a mobile application linked to our website www.cityfit.pl (“**mobile application**”). In addition, the application is capable of referring users to other websites dedicated to ongoing competitions, promotional campaigns or events.

Information on your personal data



This Privacy Policy extends to the personal data related to you, your devices and your interactions with our Services.

“Personal data” are data that can be used to identify you, directly or indirectly, on their own or combined with other information. This usually applies to such information as name and surname, e-mail address, telephone number, exact location, device identifiers, certain cookies and network identifiers, contact data, data on physical aptitude and search history.

CityFit collects, uses and processes personal data in accordance with this Privacy Policy for the purpose of delivering, maintaining and improving the Services, which includes offering innovative services related to physical aptitude, for advertising and marketing purposes and in order to allow you to participate in competitions and promotional events, as well as purchase certain products from third parties, in accordance with the description featured in this Privacy Policy. Regardless, information on how CityFit processes personal data without the mobile application is available in our Terms and Conditions.

In the course of offering you Services, we are able to generate personal data, which are then anonymised by excluding certain data enabling identification (such as name and surname, e-mail address or a related identifier that allows monitoring), or by using other anonymisation techniques. Our use of anonymised data is not subject to this Privacy Policy.

How do we collect and use personal data?

We collect your personal data in various ways and for various purposes, including:

1. When you register an account or interact with our Services.
2. When you input data concerning your physical aptitude in our Services or when you use the Services which collect or infer such data using sensors placed in your mobile devices.
3. When you use or interact with a wearable device or other connected device.
4. When you agree to location data collection when using the functionality of your device.
5. When you communicate with us or register to receive promotional materials.
6. When you participate in special classes, offers or programmes.



7. When you interact with our online communities on internet portals (Facebook) or through an advertisement we display to you.
8. When you gain access to products and services of third parties.
9. When you connect with us via social media (logging in using third party accounts).
10. When we use cookies, device identifiers, QR codes, your location, data collected from the operating environment of your devices.
11. When we monitor your activity in the CityFit shop.
12. When you make use of the functionality of the mobile application and connect with your friends on various third party platforms, send information to your friends using the mobile application.
13. When we provide you with occasional rewards for specific activities in CityFit clubs.
14. When we abide by the requirements imposed on us by relevant legal provisions (obligations related to taxation, archiving, laws imposed by judicial authorities, etc.).

Identifiers

Our mobile application and Services can provide us with device identifiers, location data. Device identifiers include identifiers related to carriers of mobile devices, such as IMEI numbers, identifiers specific to a given platform, such as Android ID, Google AID or Apple's IDFA, as well as identifiers that are part of the device, such as MAC WiFi address and serial number. The exact information on which device identifiers are transmitted may depend on the platform of your mobile device and version of the operating system. Location data can be obtained from GPS services, based on the cell tower triangulation or a known location of nearby WiFi access points. In addition, we use alphanumeric two-dimensional graphic codes (QR Codes) for allowing entrance to our clubs.

We can use identifiers for purposes that are strictly necessary: to maintain Services, to improve our Application and carry out analyses and to display advertisements relevant to your interests.

How do we share your personal data?

We may share your personal data for the purposes described above with the following entities:



1. Our companies from CityFit Group.
2. Third parties with whom we cooperate to offer you Services, such as providers of technical infrastructure, application administrators, providers of marketing services or Medcover offering you its packages.
3. Administrators of social media portals, such as Facebook Inc.
4. Other natural persons, as per your request, when you share e.g. the results of your aptitude tests.
5. Entities in charge of displaying advertisements in the mobile application, including advertisements relevant to your interests.
6. Entities that provide tools for analysing your interaction with the mobile application.
7. State authorities in order to ensure compliance with the law, enforcement of legal provisions and acting in the interest of public security.

In order to raise the efficiency of Services offered, some of our Partners have their registered seats in countries located outside of the European Economic Area, where the level of personal data protection may not be on par with the standards of the European Union (United States of America). However, in such cases we sign appropriate agreements with our partners which feature Standard Contractual Clauses approved by the European Commission: https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en and for the purpose of protecting your rights and freedoms, we may apply additional safeguards laid down in the guidelines which are applicable to such transfer of data.

Legal basis for data processing

For the purposes of applicable personal data protection law CityFit sp. z o.o. is the controller of personal data that you share with us when using the mobile application (“**Data Controller**”). In our capacity as Data Controller, we process your stored personal data in accordance with this Privacy Policy and the relevant legal provisions. Should you have any questions or doubts regarding the processing of personal data or questions concerning this Privacy Policy, please contact our Data Protection Officer Ms Małgorzata Jankowska at e-mail iod@cityfit.pl.



We process your personal data for various purposes specified in this Privacy Policy, often based on grounds other than a separate consent. When your consent is necessary, you will be asked to grant it in the mobile application itself, at www.cityfit.pl website or otherwise. In other cases the legal grounds for the processing of your personal data include:

1. Execution of Services (execution of the Agreement concluded with you).
2. Execution of legal obligations.
3. Our legitimate interest.

Details in the context of GDPR requirements:

In the case of account registration or interaction with our Services, such processing is necessary for us to offer you our Services (Article 6(1)(b) of the GDPR).

After you input data concerning your physical aptitude as part of our Services, if they are sensitive personal data (including data concerning health and biometric data) specified in the GDPR, we process those data based on your prior consent (Article 9(2)(a) of the GDPR).

In the case of non-sensitive personal data that we require for the execution of Services (QR codes, e-mail address, etc.), such processing is necessary (Article 6(1)(b) of the GDPR).

With regard to other non-sensitive personal data, we process such data based on our legitimate interest (Article 6(1)(f) of the GDPR), which is to constantly improve the Services we provide.

In the course of collecting the exact location data after obtaining your consent, we process such data based on your prior consent (Article 6(1)(a) of the GDPR).

In the case of you contacting us or registering in order to gain access to promotional materials, we process such data based on our legitimate interest (Article 6(1)(f) of the GDPR), which is to communicate our promotional content to you.



In the case of marketing that makes use of direct communication devices, and transferring unsolicited commercial information, as well as profiled advertisements, the legal basis is your consent (Article 6(1)(a) of the GDPR).

In the case of use and/or collection of cookies, device IDs, data from the environment and other tracking technologies, we process such data on the basis of your prior consent (Article 6(1)(a) of the GDPR) and based on our legitimate interest (Article 6(1)(f) of the GDPR), in which case we do not obtain your consent and our legitimate interest is to offer you better Services or marketing.

As we monitor your purchases in our shop, we process such data based on our legitimate interest (Article 6(1)(f) of the GDPR), which is to constantly improve your shopping experience, as well as prevent losses or crimes.

When we disclose Personal data to affiliated entities, partners, service providers and sellers: if in this case, your consent is required by law, we process such data pursuant to your previous consent (Article 6(1)(a) of the GDPR). If there is no legal obligation to obtain your consent, then, in this case, such processing is required for the provision of our Services (Article 6(1)(b) of the GDPR) or we process such data based on our legitimate interest (Article 6(1)(f) of the GDPR), and our legitimate interest is to provide you with better Services and marketing.

When we comply with our legal obligations, we process data based on existing legal provisions (Article 6(1)(c) of the GDPR).

Consent

We may ask for your consent to verify your location, for marketing activities targeting you through means of direct communication, in the case of gaining access to sensitive personal data (data concerning health), profiling content that is displayed to you, sending you commercial information.

You can withdraw your consent at any moment, effective for the future and without impact on the legality of processing of your personal data based on the consent granted prior to its withdrawal, by contacting us at: iod@cityfit.pl.



Your rights

You have the following rights:

Right of access to your personal data (Article 15 of the GDPR): You have the right to obtain our confirmation as to whether or not we process your personal data and to access your personal data and related information on their processing (e.g. the purposes of the processing or the categories of personal data).

Right to change your personal data (Article 16 of the GDPR): You have the right to rectify your personal data, pursuant to legal provisions.

Right to erasure (Article 17 of the GDPR): You have the right to demand that we erase your personal data, pursuant to legal provisions. Grounds for executing this right may extend to the following cases: (i) when your personal data are no longer necessary for the purposes for which they were collected or otherwise processed; (ii) when you withdraw your consent on which the processing of data is based, according to Article 6(1)(a) or Article 9(2)(a) of the GDPR, and where there is no other legal ground for the processing; (iii) when you object to the processing of data pursuant to Article 21(1) of the GDPR and there are no overriding legitimate grounds for the processing or when you object to the processing of data pursuant to Article 21(2) of the GDPR; or (iv) when your personal data have been unlawfully processed.

Right to restriction of processing (Article 18 of the GDPR): You have the right to obtain restriction of our processing of data under limited circumstances, including: when you contest the accuracy of your personal data; when the processing of data is unlawful and you oppose the erasure of your personal data and request the restriction of their use instead; or when you object to the processing of data pursuant to Article 21(1) of the GDPR pending the verification whether the legitimate grounds override your interest.

Right to data portability (Article 20 of the GDPR): You have the right to receive the personal data you have provided to us in a structured, commonly used and machine-readable format, and the right to transmit this information to another



controller, including direct transmission, provided that it is technically feasible. The first copy of the data is provided free of charge.

Right to object (Article 21 of the GDPR): You have the right to object to the processing of your personal data, pursuant to legal provisions. This right is limited to the processing of data based on Article 6(1)(e) or (f) of the GDPR and extends to profiling on the basis of these provisions and the processing of data for direct marketing purposes. After this time we will no longer process your personal data, unless we are able to demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms or for the establishment, exercise or defence of legal claims.

You also have the right to contact a supervising authority competent for matters concerning personal data, which in Poland is the President of the Personal Data Protection Office. You have the right to lodge a complaint with the supervising authority.

Processing time

We will store your personal data for as long as you continue to use the application and/or maintain a club member account or for as long as is necessary to offer you Services. We will also store your personal data in case we need to meet our legal obligations, settle disputes and execute our binding agreements with you.

When we no longer have to process your personal data for the purposes specified in this Privacy Policy, we will erase your personal data from our systems.

Where it is allowed, we will also erase your personal data at your request. Such a request may be submitted by contacting us at iod@cityfit.pl.

You can find further details regarding processing time in our Terms and Conditions.



Security

We are implementing appropriate technical and organisational safeguards in order to protect against unauthorised and/or unlawful processing of personal data and against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to personal data.

We note that this Privacy Policy is not applicable to the actions of enterprises that do not fall under our control, nor to persons that are employed or supervised by us. Our Services may feature links or otherwise provide access to websites of external entities. These links are made available exclusively for your convenience. Our Privacy Policy is not applicable to websites of external entities and all data that you share on websites of external entities are shared at your own risk. We encourage you to become acquainted with the privacy policies of all external entity websites that you interact with.

Children

We purposely do not collect personal data of children under the age of 14. Should you become aware of the fact that a child has shared their personal data with us without parental consent, please contact us. Should we find out that a child under the age of thirteen has shared their personal data with us without parental consent, we will take steps towards erasing the data and cancelling the child's account.

How to contact us?

Should you have any questions, comments or doubts concerning the way in which we process your personal data, please contact us by sending an e-mail to iod@cityfit.pl.

RULES REGULATING SAFE USE OF THE CLUB AND EQUIPMENT IN CITYFIT

In the interests of your safety and other club members, we kindly ask you to follow the recommendations below.

1. There can be a limited number of people in each club and room at the same time, you will find information at the entrance to the club or room.
2. Stay home if you notice signs of an infectious disease, only healthy people are allowed to be in the club. If you have any medical symptoms, do not come to the gym.
3. Do not rearrange the equipment that has been set up in accordance with safety rules and should remain in place at all times.
4. Sanitize your hands. Dispensers with sanitizer are in every club zone and in the locker rooms.
5. After completing the exercise, wipe the machine using disinfectant and a paper towel. Remember to apply the product to paper, not directly to the equipment. Disinfect your locker before and after training. You will find the necessary tools in every club zone and in the locker room.
6. The club staff shall make technical breaks for the purposes of disinfection, therefore please listen to the club announcements.
7. During the technical break it is possible to enter the club. A technical break does not mean that entrance portals are out of service.
8. Keep a safe distance of 2 m from other people throughout the club.
9. Train in sports footwear.
10. When exercising, always put the towel on the equipment so as to limit direct contact of your body with the surface of the device.
11. Do not drink directly from drinking fountains with filtered water. Pour water for training into a bottle.
12. Please do not enter the manager's office. Our employee will come out to you and answer all your questions.
13. If you are over 60 years old or you suffer from chronic diseases, consider deciding to use the club during the least popular hours.
14. Do not use the equipment that has been out of service, including hand dryers.
15. Persons not complying with safety rules may be asked to leave the facility.
16. Failure to comply with the instructions of club's manager / Staff as well as with the provisions of these Regulations may result in the loss of CityFit membership on the general principles of the Regulations located on the CityFit website at <https://cityfit.pl/en/terms-and-conditions/>

We will keep you updated on all changes to the operating rules of the club.

CityFit Group Privacy Policy

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Maintaining transparency in the processing of your personal data is extremely important to us. Therefore, we would like to inform you about how we protect your privacy in connection with your use of CityFit Group services. This policy comprehensively describes your rights and how our Group Companies process your personal data. It explains the issues described in Articles 13, 14 and 26 of the General Data Protection Regulation (EU) 2016/679 (hereinafter "GDPR").

If you have any concerns regarding this policy, please feel free to contact us by email at iod@cityfit.pl.

Which companies the Policy applies to?

The joint controllers or controllers of your personal data are the CityFit group companies listed in Appendix 1. These companies may be Controllers or Joint Controllers in selected processing operations - depending on whether they jointly or separately determine the purposes and means of processing your data. The table in the section For what purposes and for how long is your data processed? and the section Main content of the arrangements between the Joint Controllers indicate the Companies' areas of responsibility.

Contact with the Data Protection Officer

In matters related to personal data protection, you may contact the Data Protection Officer (Jacek Grabowski), the Deputy Data Protection Officers, or the person responsible for personal data protection at the e-mail address indicated in Appendix 1. If you wish to contact a specific data controller, you may use Appendix 1. However, we recommend that you use the contact point indicated in the section Contact point for data subjects.

To whom the Policy applies?

This Privacy Policy is addressed to individuals who:

1. wish to register and become members of CityFit Group fitness clubs or are members,
2. use the cityfit.pl website and CityFit application,
3. are patients of CityFit Med sp. z o.o;
4. contact CityFit Group companies in order to send them an enquiry, a complaint or a request,
5. enter CityFit clubs.

What is the relationship of the Privacy Policy to the Terms and Conditions and other documents?

This Policy is in addition to the Terms and Conditions of CityFit Club and other rules and regulations regarding services provided by CityFit Group. In these regulations, when we write about Privacy Policy we mean this document. This means that, in matters relating to the processing of personal data, the provisions of this Policy shall apply before the provisions contained in the service regulations.

We also have a second type of document - detailed privacy policies for our specific activities. For example, we have described detailed rules on data processing on the website and in the application in the appendices, including the use of cookies and profiling for online marketing purposes. The appendices describe the processing in the areas indicated in greater detail and therefore they have precedence over this Policy.

For what purposes and for how long is your data processed?

Purpose	Description	Legal basis	Processing period
Provision of services in fitness clubs as described in the terms and conditions	Creating a profile, purchasing membership and personal training, managing payments, history of visits to the Club	Performance of the contract (Art. 6(1)(b) GDPR)	6 years from the end of the year in which the contract expired or was terminated or, in the case of an uncompleted registration (no registration fee), 30 days from the cessation of the registration process
Fulfilment of a legal obligation	Compliance with legal obligations, such as the need to issue invoices or send data at the request of the relevant authorities	Fulfilment of a legal obligation (Article 6(1)(c) GDPR)	In accordance with the periods required by law, as a rule 6 years from the end of a calendar year, starting from the next year in which the event giving rise to the legal obligation occurred

Communication related to purchased or terminating services	Enabling the Joint Controllers to remind of appointments, services purchased or running out of time, information about competitions and contests and their organization	Legitimate interests of the Joint Controllers (Article 6(1)(f) GDPR)	Until the objection is accepted and no longer than 6 years after the purpose for which the data was collected has ceased to exist
Maintaining good relations with the Club members	Making it possible for Co-administrators to maintain good relations with the Club members, i.e. by giving wishes by phone, by email, by app or by mail, sending incentives, gift on the occasion of birthdays, holidays, anniversaries and other events (such as sports achievements or wins in competitions).	Legitimate interests of the Joint Controllers (Article 6(1)(f) GDPR)	Until the objection is raised
Handling complaints and enquiries	Handling complaints on matters related to the provision and charging of services, the functioning of the website and applications, as well as handling other requests, queries and communications e.g. on social media	The legitimate interests of the Joint Controllers (Article 6(1)(f) GDPR) or the performance of the contract by the Joint Controllers (Article 6(1)(b) GDPR)	Until the statute of limitations for claims, i.e. in principle no longer than 6 years
Satisfaction survey	Determining the quality of service and the level of satisfaction of the Joint Controllers' customers with the products and services offered	Legitimate interests of the Joint Controllers (Article 6(1)(f) GDPR)	6 years from the date of the satisfaction survey or until an objection is received
Monitoring	Ensuring security of persons and property in CityFit clubs	The legitimate interests of the Joint Controllers (Article 6(1)(f) GDPR)	No longer than 3 months from the date of registration of the event
Statistical analysis of web and	Conducting analysis on how the	The legitimate interests of the Joint	Storage periods for cookies and similar technologies are

application users behaviour	website/application is used and making corrections or improvements	Controllers (Article 6(1)(f) of the GDPR) in relation to the consent given pursuant to Article 173 of the Telecommunications Act	indicated in the appendices to the website and applications
Profiling for online marketing purposes	Enabling the Joint Controllers to tailor the marketing offer to the member's profile	The legitimate interests of the Joint Controllers (Article 6(1)(f) of the GDPR) in relation to the consent given pursuant to Article 173 of the Telecommunications Act	Storage periods for cookies and similar technologies are indicated in the appendices to the website and applications
Pursuit or defence of claims	Determining, pursuing and defending against civil law claims in the course of the business activity by the Joint Controllers, handling insurance-related processes, ensuring the security of IT systems	The legitimate interests of the Joint Controllers (Article 6(1)(f) of the GDPR)	Until the statute of limitations for claims, i.e. in principle no longer than 6 years
Marketing	Marketing may be carried out through e.g. a newsletter sent to an email address, notifications on the phone and in the application (also through systems that transmit marketing messages automatically) and may concern the services of the Joint Controllers or of a specific Controller. Marketing may use geolocation data	Consent (Article 6(1)(a) GDPR)	Until the consent is withdrawn
Profiling for marketing purposes	Combining information about your behaviour and preferences to	Consent (Article 6(1)(a) GDPR)	Until the consent is withdrawn

	personalise marketing messages		
Traditional marketing	Sending marketing messages by post	The legitimate interests of the Joint Controllers (Article 6(1)(f) of the GDPR)	Until an objection is raised
Internal administrative purposes, including statistical purposes.	To compile statistics based on the collected personal data, to develop and improve the services of the Joint Controllers	The legitimate interests of the Joint Controllers (Article 6(1)(f) of the GDPR)	The period for which the Joint Controllers process personal data for any other purpose, for no longer than 6 years after the purpose for which it was collected has ceased
Provision of physiotherapy services	The services are provided by Zakład Lecznicy "Centrum Rehabilitacji", which is operated by CityFit Med sp. z o.o., and with regard to these services CityFit Med sp. z o.o. is a separate data controller.	Fulfilment of a legal obligation (Article 6(1)(c) of the GDPR and Article 9(2)(h) of the GDPR) - in connection with Article 3(1) of the Act on Medical Activity and Article 24 of the Act on Patients' Rights and Patients' Ombudsman	Period of retention of medical records prescribed by law (generally: 20 years after the last entry)
Provision of physiotherapy services - archiving of records	Fulfilment of obligations regarding the archiving of medical records (CityFit Med sp. z o.o. is a separate data controller)	Fulfilment of a legal obligation (Article 6(1)(c) of the GDPR and Article 9(2)(h) of the GDPR) - in connection with Article 3(1) of the Act on Medical Activity and Article 24 of the Act on Patients' Rights and Patients' Ombudsman	Period of retention of medical records prescribed by law (generally: 20 years after the last entry)

Are special categories of data collected by CityFit Group?

One of the companies - CityFit Med sp. z o.o. collects and processes health-related data contained in medical records. It operates in this area independently of the other Joint Controllers.

It may also be the case that, in order to comply with health-related legislation, CityFit Group may start collecting data, for example, on the date of vaccination against various diseases or similar. If this is necessary, we will ensure the security of this data and the compliance of its processing. We will then also update this policy.

Some persons, in order to enter or leave the CityFit Club, leave a fingerprint map (they may alternatively use QR code from the application), data in this respect is collected by CityFit sp. z o.o., CityFit Membership sp. z o.o. or CityFit 24/7 sp. z o.o. The aforementioned entities act in this respect as independent entities from the other Joint Controllers. Furthermore, we point out that the system determines the characteristic

points of the fingerprint, connects them with lines and thus creates a fingerprint map and does not process the real fingerprint. This security feature does not allow the data to be used by third parties.

To whom may personal data be made available?

In connection with the activities of the Joint Controllers, your personal data may be entrusted to and made available to the following entities:

1. entities that help provide the Joint Controllers' services to you, including organising competitions and promotional activities;
2. to third parties that perform audit or inspection activities for the Joint Controllers;
3. providers of information systems and analytical and hosting services;
4. providers of credit card payment and debt collection services;
5. companies conducting satisfaction surveys,
6. providers of advertising services connected with cookies and similar technologies - in accordance with the appendices to this Policy;
7. companies providing additional medical insurance, such as Medicovert;
8. companies providing CityFit services in their own packages such as Medicovert Sport, Benefit, PZU Sport etc.
9. courier and postal companies,
10. companies providing legal and other services to ensure your safety in CityFit Clubs;
11. in the field of physiotherapy services within the medical record systems - the National Chamber of Physiotherapists and NFZ.

Consent revocability

When we process data on the basis of your consent, then any consent given may be withdrawn at any time. Please note that withdrawal of consent is only effective for the future and does not affect the lawfulness of the processing carried out on the basis of consent before its withdrawal. If you withdraw your consent to the processing of your personal data for direct marketing purposes, your data will be deleted without undue delay.

Rights of data subjects

You have the right to:

1. request access to the content of your personal data,
2. request data rectification,
3. request data deletion,
4. request the restriction of data processing
5. request data portability,
6. object to the processing of your data,
7. withdraw consent for processing at any time without affecting the legality of processing performed on the basis of consent before its withdrawal.

You have the right to lodge a complaint with the President of the Personal Data Protection Office (to the address of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warsaw, more contact information at <https://uodo.gov.pl/pl/p/kontakt>), if you consider that the processing of personal data concerning you violates the provisions of the GDPR.

Main content of the arrangement between the Joint Controllers

The membership contract is concluded with CityFit Membership sp. z o.o., CityFit sp. z o.o. or CityFit 24/7 sp. z o.o. The Group-wide website and interface for the provision of services to you is operated by CityFit sp. z o.o. CityFit Membership sp. z o.o., CityFit sp. z o.o. and CityFit 24/7 sp. z o.o. are responsible for marketing. The CityFit Management sp. z o.o. is responsible for contacting you and responding to your requests and notifications. Physiotherapy medical services are provided by CityFit Med. sp. z o.o. Legal, administrative and accounting matters are handled by Keen Property Management sp. z o.o.

If you are interested in the other main content of the arrangements between the Joint Controllers, we provide this kind of information upon your request. You are welcome to contact us in accordance with the section "[Contact point for data subjects](#)".

Contact point for data subjects

The Joint Controllers have agreed that the point of contact for the protection of your personal data is **CityFit Management sp. z o.o.** You may exercise the above rights by writing to the following address:

CityFit Management sp. z o.o.

al. Jana Pawła II 27

00-867 Warszawa

marked „do Inspektora Ochrony Danych” ("to the Data Protection Officer"),

or by sending an e-mail to CityFit Group Data Protection Officer: iod@cityfit.com

Information on data provision requirements

Providing your personal data collected by the Joint Collectors is

1. with regard to medical and financial records - required by statutory provisions, and failure to provide data may result in the inability to provide you with services. Data necessary to be provided are marked as required.
2. with regard to concluding a contract - required in order to conclude and perform the contract connecting you with one of the CityFit Group companies. Without providing the data it will not be possible to provide the services covered by the given contract. Data necessary to be provided are marked as required.
3. with regard to marketing purposes - voluntary, but the provision of such data is subject to its processing for marketing purposes.

Change of Policy

We want to ensure that the Privacy Policy complies at all times with current legal requirements, new guidelines from data protection authorities and reflects the current data processing processes at CityFit Group. Technologies and data processing requirements in new technologies may also change. This means that we may, and sometimes will, need to modify this Privacy Policy in the future. If we introduce new services or change our current services, we will also update this Policy.

With each change, a new version of the Privacy Policy will be posted on our websites with an appropriate notice. We will endeavour to ensure that the manner in which changes are communicated is transparent.

The notice may take the form of an information box or, especially if the changes are more substantial, it may be sent by e-mail. The amended Policy will apply in its new wording from the date of notification of the change.

Appendix 1 CityFit Group companies and contact to the DPO

LP	Nazwa spółki	Adres spółki	Kontakt do Inspektora Ochrony Danych lub osoby odpowiedzialnej za ochronę danych
1.	CityFit Membership sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
2.	CRM Resources sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
3.	CityFit Management sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
4.	CityFit Gym and Fitness sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
5.	CityFit Company sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
6.	CityFit Fitness sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
7.	CityFit Gym sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
8.	CityFit South sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
9.	CityFit 24/7 sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
10.	CityFit Health and Fitness sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
11.	CityFit 24 Hours sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
12.	CityFit North sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
13.	CityFit Low-Cost sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
14.	CityFit Polska sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
15.	CityFit sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
16.	CityFit MED sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
17.	CityFit Holdings sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
18.	Keen Property Management sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
19.	CityFit Polska sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl
20.	CityFit Corporation sp. z o.o.	al. Jana Pawła II 27, 00-867 Warszawa	iod@cityfit.pl

Appendix 2 Privacy Policy [www](http://www.cityfit.pl)

Appendix 3 Privacy Policy application



CITYFIT WEBSITE PRIVACY POLICY

OUTLINE

What is it about?

We invite you to read the below Policy to understand how using the www.cityfit.pl website affects your privacy, how we monitor our website user's behaviour, how we make use of the data collected and, finally, what the user rights are.

About us

We are a **CityFit Group company** which administers the www.cityfit.pl website and processes data, including user personal data, as an entity determining the handling of such data. According to the statutory terminology, we are a Personal Data Controller. This means that we are responsible for making use of and protecting the personal data of our users.

Which data?

As of 25 May 2018, Poland and other European Union countries apply the General Data Protection Regulation (GDPR). Its entry into force changed the previous rules of qualifying information as personal data. The information we automatically collect when you use our website [such as IP address, domain name, browser type or operating system type] may, in particular circumstances, constitute personal data, hence it is subject to GDPR requirements. On the other hand, some of the information we collect will remain regular non-personal data. This Policy explains how we process both categories of website-related data.

Why do we process data?

Processing the data of the users of our website enables us to manage the website, make it more user-friendly and intuitive. At the same time, making use of the data enables us to answer user questions, ensure smooth registration and adapt the content displayed on the website to user preferences, if they wish so. Regardless of the above, processing of a certain part of data stems not from our decisions but from technical requirements of website developers.

Can we process them?

We can process the data of users of our www.cityfit.pl website for a number of reasons which have been directly regulated by law. Primarily, there is the need to process them to ensure the functioning of the very website; however, the possibility of replying to user questions is equally important; finally, there is the execution of an agreement accepted by the user at the time of registration. Still, regardless of the reason for processing, we always act in accordance with and within the law.



Do we make the data available to anyone?

We will make the website user data available to our cooperating service providers, both CityFit Group companies and external partners with whom we have concluded agreements. These partners may reside both in and outside the European Union. Notwithstanding the above, we may share the data with judicial authorities or other state bodies within their powers under the law.

User rights

Users have the right to access, correct or delete their personal data. In some cases, they may also object to the use of their personal data or to its transfer. In the case of ordinary data that does not meet the criteria of personal data, the user's basic right is the right to information and by presenting this Policy, we want to fully implement it..

User consent

In certain situations specified by law, the processing of personal data, including cookies, requires the user's explicit and active consent. This happens, for example, when these files are processed for the purposes of broadcasting advertisements or adapting advertisements to user preferences. When you use our website, we ask you to make a decision and consent (or not) to specific purposes of data processing. This consent is granted through an appropriate information banner. Users can change their settings and consents at any time. You can also disable cookies in your web browser at any time. Please note, however, that completely disabling cookies may prevent you from using some features of the website.

Contact details

You can always contact us on Policy matters by writing to: iod@cityfit.pl.



MORE DETAILS

I. Controller

1. This Privacy Policy of the Cityfit website (hereinafter referred to as “Policy”) concerns the www.cityfit.pl website and addresses its users. Its aim is to explain the type, scope and applications of data and personal data collected automatically by the Controller to the users. Moreover, it describes user rights.
2. CityFit sp. z o.o. with its registered office in Warsaw, at al. Jana Pawła II 27, registered by the Regional Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under number KRS 0000489476, NIP 5252574364, REGON 147005970.

II. Data

1. Data is collected when users visit the website. Some part of them is collected automatically, e.g. connection data, geolocation data, IP address, domain name, browser type, operating system type. The other part is shared with us by the user when entering data in dedicated fields, e.g. e-mail or name and surname. CityFit Terms and Conditions contain detailed information on the processing of personal data provided to us by the user.
2. Automatically collected data are obtained by placing cookies on user’s device.

III. Cookie

1. A cookie is a small text file saved by a website on the user's computer, telephone or other device. This file contains data about the User's use of this website. Cookie is the basic way of storing information by a website, however, a space in the browser called "Local storage" is also used for the same purposes. In this Policy, the provisions regarding cookies also apply to Local storage. A cookie is a small piece of data (text file) that a website, when visited by a user, asks the user's browser to save on their device in order to remember information about the user, such as their preferred language or login details. These cookies are set by the Administrator and are called first-party cookies (first-party cookies). For advertising and marketing purposes, the Administrator also uses third-party cookies - which come from a domain other than the domain of the website being visited.
2. Web browsers allow users to manage and decide which cookies are saved and stored on their device. The User may change his browser settings at any time and, as a result, prevent the Administrator from accessing the data collected using cookies.
3. The user can manage his/her consent through the functionalities of the banner informing about cookies, which is shown to the user, for example during his/her first visit to the website.
4. Saving a cookie on the user's device and collecting data by the Administrator does not change the configuration of the user's device or the software installed on this device.

IV. Why do we need cookies?

1. Strictly necessary cookies - these cookies are necessary for the functioning of the website and cannot be disabled in the Administrator's systems. They are typically only set in response to actions you take that amount to a service request, such as setting your privacy preferences, logging in, chatting or filling out forms. You can set your browser to block or warn you about these cookies, but some parts of the site will not work.
2. Performance cookies (statistical) - These cookies enable the Administrator to count visits and traffic sources so that he can measure and improve the performance of the website. They help you determine which pages are most and least popular and see how visitors move around the site. All information collected by these cookies is aggregated and therefore anonymous. If the user does not allow the use of these cookies, the Administrator will not know when the user visited the website.
3. Cookies related to advertisements and their recipients - these cookies may be set by advertising partners via the Administrator's website. They may be used by these companies to build a profile of your interests and display relevant advertising on other sites. They do not directly store personal data, but rely on the unique identification of your browser and internet hardware. If you do not allow these cookies, you will see fewer ads tailored to your preferences.

When you visit the site for the first time, you can set your cookie preferences in the cookie banner. You can adjust your choices at any time in the cookie manager available at the bottom of the website.



V. Making data available

1. The Controller uses the data they collect. Moreover, in the case of third-party cookies used and managed by external entities, we make the data available to our partners. The purpose is for us to be provided with services we require to improve our services and user experience of browsing our website. Acquiring statistics on activity and enabling the operation of the website chat are the main services which include “third-party cookies”.
2. In order to raise the efficiency of Services offered, some of our Partners have their registered seats in countries located outside of the European Economic Area, where the level of personal data protection may not be on par with the standards of the European Union (United States of America). However, in such cases we sign appropriate agreements with our partners which feature Standard Contractual Clauses approved by the European Commission:https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en and for the purpose of protecting your rights and freedoms, we may apply additional safeguards laid down in the guidelines which are applicable to such transfer of data.

VI. Cookie types

1. Internet browsers use so-called cookies. first party cookies and third party cookies.
2. First party cookies are set by the website the user is currently visiting. They help make a website usable by enabling basic functions such as page navigation, remembering user settings, shopping carts, login sessions, etc. Often, a website cannot function properly without these cookies.
3. Third party cookies are set by external websites or services that are embedded in the website you are visiting. They belong to external entities with which the Administrator cooperates and which issue their own cookies in order to provide services to the Administrator. They may sometimes be used by advertisers or analysts to monitor user activity across websites, for example to display personalized advertisements or perform statistical analyses.
Independently, the Administrator indicates that third parties may record information about the user when he clicks on the "Add" or "Like" icons specific to a given third party while on the Administrator's website. The Administrator recommends reading the terms of use and privacy policy of such websites.
4. Persistent cookies are cookies that are stored for a specified period of time even after closing the browser and ending the session. This means that the user returning to the website will be recognized by it. The durability of cookies is indicated in the table in the "Cookies used by the website" section.
5. Session cookies are deleted when you close your browser and allow the website to monitor your traffic during a single session.

VII. Right to delete

You can restrict, block or delete cookies at any time by changing your browser configuration. For more information on how to configure cookies in your browser, please see the "Help" menu in the browser itself. Additionally, you can change your selection in the cookie manager available at the bottom of the website.



VIII. Cookies used by the website

The list below is updated as soon as possible, although the table may temporarily be missing certain cookies.

Cookie	Type	Purpose	Time
__oauth_redirect_detector	HTTP	Enables the website to manage the chat in order to adjust content to the user.	1 day
_icl_visitor_lang_js	HTTP	Enables the website to remember user's preferred language.	1 day
CASID	HTTP	Enables the website to optimise chat functioning.	Session
wpml_browser_redirect_test	HTTP	Enables the website to remember user's preferred language.	Session
__lc_cid	HTTP	Strictly necessary cookie. Enables chat operation on the website.	3 years
__lc_cst	HTTP	Strictly necessary cookie. Enables chat operation on the website.	3 years
rc::a	HTML	Strictly necessary cookie. Enables distinguishing user-generated activity from boot-generated activity. Allows for compiling reliable statistics on the website.	Persistent



rc::b	HTML	Strictly necessary cookie. Enables distinguishing user-generated activity from boot-generated activity. Allows for compiling reliable statistics on the website.	Session
rc::c	HTML	Strictly necessary cookie. Enables distinguishing user-generated activity from boot-generated activity. Allows for compiling reliable statistics on the website.	Session
__lc2_cid	HTTP	Enables the website to remember information that changes it depending on user preferences. Dedicated to the chat operating on the website.	3 years
__lc2_cst	HTTP	Enables the website to remember information that changes it depending on user preferences. Dedicated to the chat operating on the website.	3 years
__livechat	HTTP	Enables chat personalisation on the website.	3 years
_ga	HTTP	Assigns an ID which enables compiling statistics on user activity on the website.	2 years
_gat	HTTP	Enables compiling statistics on the website.	1 day
_gid	HTTP	Assigns an ID which enables compiling statistics on user activity on the website.	1 day
_hjid	HTTP	Assigns an ID for the duration of the session. Enables compiling statistics on users' activity on the website.	1 year
_fbp _fr	HTTP	Marketing cookies are to track visitors on websites. Their purpose is to show appropriate advertisements and engage an individual user, making it more valuable for the publishers and external advertisers. Used by Facebook to provide advertisers' advertisements.	3 months
_gcl_au	HTTP	Advertising cookie. Used by Google AdSense to provide advertising products.	3 months



NID	HTTP	Advertising cookie. Assigns an ID used to identify devices returning to the website.	6 months
test_cookie	HTTP	Cookies verifying browser settings related to placing text files on user's device.	1 day



Privacy Policy in the CityFit application

In force from: 26.05.2021

IMPORTANT INFORMATION

Our mission at CityFit is to create as many avenues as possible for our club members to pursue their passion for sport. That is why we launched the CityFit mobile application, which gives our club members access to such features as managing their membership, buying subscriptions, registering for fitness classes and sessions with a personal trainer, purchasing additional products, including a Medicovert package, and taking advantage of loyalty schemes or discounts (hereinafter jointly referred to as “**Services**”). As we offer you our Services, we remain mindful of protecting your privacy, which prompted us to present you with the following Privacy Policy that describes how we collect and process personal data via our application.

We encourage you to become acquainted with this Privacy Policy, as well as our Terms and Conditions [<https://cityfit.pl/regulamin/>] (hereinafter referred to as “**Terms and Conditions**”).

DOWNLOADING, INSTALLING AND USING THE APPLICATION IS TANTAMOUNT TO YOUR CONSENT FOR YOUR PERSONAL DATA TO BE COLLECTED, USED AND TRANSMITTED FOR THE PURPOSE OF PROCESSING IN A WAY DESCRIBED IN THIS PRIVACY POLICY. Should you decide not to share your personal data with us, you will not be able to take full advantage of our Services.

About us

We are CityFit sp. z o.o. with the registered office in Warsaw at ul. Jana Pawła II 27, 00-867, a company that is part of the CityFit Group. We offer Services using a mobile application linked to our website www.cityfit.pl (“**mobile application**”). In addition, the application is capable of referring users to other websites dedicated to ongoing competitions, promotional campaigns or events.

Information on your personal data



This Privacy Policy extends to the personal data related to you, your devices and your interactions with our Services.

“Personal data” are data that can be used to identify you, directly or indirectly, on their own or combined with other information. This usually applies to such information as name and surname, e-mail address, telephone number, exact location, device identifiers, certain cookies and network identifiers, contact data, data on physical aptitude and search history.

CityFit collects, uses and processes personal data in accordance with this Privacy Policy for the purpose of delivering, maintaining and improving the Services, which includes offering innovative services related to physical aptitude, for advertising and marketing purposes and in order to allow you to participate in competitions and promotional events, as well as purchase certain products from third parties, in accordance with the description featured in this Privacy Policy. Regardless, information on how CityFit processes personal data without the mobile application is available in our Terms and Conditions.

In the course of offering you Services, we are able to generate personal data, which are then anonymised by excluding certain data enabling identification (such as name and surname, e-mail address or a related identifier that allows monitoring), or by using other anonymisation techniques. Our use of anonymised data is not subject to this Privacy Policy.

How do we collect and use personal data?

We collect your personal data in various ways and for various purposes, including:

1. When you register an account or interact with our Services.
2. When you input data concerning your physical aptitude in our Services or when you use the Services which collect or infer such data using sensors placed in your mobile devices.
3. When you use or interact with a wearable device or other connected device.
4. When you agree to location data collection when using the functionality of your device.
5. When you communicate with us or register to receive promotional materials.
6. When you participate in special classes, offers or programmes.



7. When you interact with our online communities on internet portals (Facebook) or through an advertisement we display to you.
8. When you gain access to products and services of third parties.
9. When you connect with us via social media (logging in using third party accounts).
10. When we use cookies, device identifiers, QR codes, your location, data collected from the operating environment of your devices.
11. When we monitor your activity in the CityFit shop.
12. When you make use of the functionality of the mobile application and connect with your friends on various third party platforms, send information to your friends using the mobile application.
13. When we provide you with occasional rewards for specific activities in CityFit clubs.
14. When we abide by the requirements imposed on us by relevant legal provisions (obligations related to taxation, archiving, laws imposed by judicial authorities, etc.).

Identifiers

Our mobile application and Services can provide us with device identifiers, location data. Device identifiers include identifiers related to carriers of mobile devices, such as IMEI numbers, identifiers specific to a given platform, such as Android ID, Google AID or Apple's IDFA, as well as identifiers that are part of the device, such as MAC WiFi address and serial number. The exact information on which device identifiers are transmitted may depend on the platform of your mobile device and version of the operating system. Location data can be obtained from GPS services, based on the cell tower triangulation or a known location of nearby WiFi access points. In addition, we use alphanumeric two-dimensional graphic codes (QR Codes) for allowing entrance to our clubs.

We can use identifiers for purposes that are strictly necessary: to maintain Services, to improve our Application and carry out analyses and to display advertisements relevant to your interests.

How do we share your personal data?

We may share your personal data for the purposes described above with the following entities:



1. Our companies from CityFit Group.
2. Third parties with whom we cooperate to offer you Services, such as providers of technical infrastructure, application administrators, providers of marketing services or Medcover offering you its packages.
3. Administrators of social media portals, such as Facebook Inc.
4. Other natural persons, as per your request, when you share e.g. the results of your aptitude tests.
5. Entities in charge of displaying advertisements in the mobile application, including advertisements relevant to your interests.
6. Entities that provide tools for analysing your interaction with the mobile application.
7. State authorities in order to ensure compliance with the law, enforcement of legal provisions and acting in the interest of public security.

In order to raise the efficiency of Services offered, some of our Partners have their registered seats in countries located outside of the European Economic Area, where the level of personal data protection may not be on par with the standards of the European Union (United States of America). However, in such cases we sign appropriate agreements with our partners which feature Standard Contractual Clauses approved by the European Commission:https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en and for the purpose of protecting your rights and freedoms, we may apply additional safeguards laid down in the guidelines which are applicable to such transfer of data.

Legal basis for data processing

For the purposes of applicable personal data protection law CityFit sp. z o.o. is the controller of personal data that you share with us when using the mobile application (“**Data Controller**”). In our capacity as Data Controller, we process your stored personal data in accordance with this Privacy Policy and the relevant legal provisions. Should you have any questions or doubts regarding the processing of personal data or questions concerning this Privacy Policy, please contact our Data Protection Officer Ms Małgorzata Jankowska at e-mail iod@cityfit.pl.



We process your personal data for various purposes specified in this Privacy Policy, often based on grounds other than a separate consent. When your consent is necessary, you will be asked to grant it in the mobile application itself, at www.cityfit.pl website or otherwise. In other cases the legal grounds for the processing of your personal data include:

1. Execution of Services (execution of the Agreement concluded with you).
2. Execution of legal obligations.
3. Our legitimate interest.

Details in the context of GDPR requirements:

In the case of account registration or interaction with our Services, such processing is necessary for us to offer you our Services (Article 6(1)(b) of the GDPR).

After you input data concerning your physical aptitude as part of our Services, if they are sensitive personal data (including data concerning health and biometric data) specified in the GDPR, we process those data based on your prior consent (Article 9(2)(a) of the GDPR).

In the case of non-sensitive personal data that we require for the execution of Services (QR codes, e-mail address, etc.), such processing is necessary (Article 6(1)(b) of the GDPR).

With regard to other non-sensitive personal data, we process such data based on our legitimate interest (Article 6(1)(f) of the GDPR), which is to constantly improve the Services we provide.

In the course of collecting the exact location data after obtaining your consent, we process such data based on your prior consent (Article 6(1)(a) of the GDPR).

In the case of you contacting us or registering in order to gain access to promotional materials, we process such data based on our legitimate interest (Article 6(1)(f) of the GDPR), which is to communicate our promotional content to you.



In the case of marketing that makes use of direct communication devices, and transferring unsolicited commercial information, as well as profiled advertisements, the legal basis is your consent (Article 6(1)(a) of the GDPR).

In the case of use and/or collection of cookies, device IDs, data from the environment and other tracking technologies, we process such data on the basis of your prior consent (Article 6(1)(a) of the GDPR) and based on our legitimate interest (Article 6(1)(f) of the GDPR), in which case we do not obtain your consent and our legitimate interest is to offer you better Services or marketing.

As we monitor your purchases in our shop, we process such data based on our legitimate interest (Article 6(1)(f) of the GDPR), which is to constantly improve your shopping experience, as well as prevent losses or crimes.

When we disclose Personal data to affiliated entities, partners, service providers and sellers: if in this case, your consent is required by law, we process such data pursuant to your previous consent (Article 6(1)(a) of the GDPR). If there is no legal obligation to obtain your consent, then, in this case, such processing is required for the provision of our Services (Article 6(1)(b) of the GDPR) or we process such data based on our legitimate interest (Article 6(1)(f) of the GDPR), and our legitimate interest is to provide you with better Services and marketing.

When we comply with our legal obligations, we process data based on existing legal provisions (Article 6(1)(c) of the GDPR).

Consent

We may ask for your consent to verify your location, for marketing activities targeting you through means of direct communication, in the case of gaining access to sensitive personal data (data concerning health), profiling content that is displayed to you, sending you commercial information.

You can withdraw your consent at any moment, effective for the future and without impact on the legality of processing of your personal data based on the consent granted prior to its withdrawal, by contacting us at: iod@cityfit.pl.



Your rights

You have the following rights:

Right of access to your personal data (Article 15 of the GDPR): You have the right to obtain our confirmation as to whether or not we process your personal data and to access your personal data and related information on their processing (e.g. the purposes of the processing or the categories of personal data).

Right to change your personal data (Article 16 of the GDPR): You have the right to rectify your personal data, pursuant to legal provisions.

Right to erasure (Article 17 of the GDPR): You have the right to demand that we erase your personal data, pursuant to legal provisions. Grounds for executing this right may extend to the following cases: (i) when your personal data are no longer necessary for the purposes for which they were collected or otherwise processed; (ii) when you withdraw your consent on which the processing of data is based, according to Article 6(1)(a) or Article 9(2)(a) of the GDPR, and where there is no other legal ground for the processing; (iii) when you object to the processing of data pursuant to Article 21(1) of the GDPR and there are no overriding legitimate grounds for the processing or when you object to the processing of data pursuant to Article 21(2) of the GDPR; or (iv) when your personal data have been unlawfully processed.

Right to restriction of processing (Article 18 of the GDPR): You have the right to obtain restriction of our processing of data under limited circumstances, including: when you contest the accuracy of your personal data; when the processing of data is unlawful and you oppose the erasure of your personal data and request the restriction of their use instead; or when you object to the processing of data pursuant to Article 21(1) of the GDPR pending the verification whether the legitimate grounds override your interest.

Right to data portability (Article 20 of the GDPR): You have the right to receive the personal data you have provided to us in a structured, commonly used and machine-readable format, and the right to transmit this information to another



controller, including direct transmission, provided that it is technically feasible. The first copy of the data is provided free of charge.

Right to object (Article 21 of the GDPR): You have the right to object to the processing of your personal data, pursuant to legal provisions. This right is limited to the processing of data based on Article 6(1)(e) or (f) of the GDPR and extends to profiling on the basis of these provisions and the processing of data for direct marketing purposes. After this time we will no longer process your personal data, unless we are able to demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms or for the establishment, exercise or defence of legal claims.

You also have the right to contact a supervising authority competent for matters concerning personal data, which in Poland is the President of the Personal Data Protection Office. You have the right to lodge a complaint with the supervising authority.

Processing time

We will store your personal data for as long as you continue to use the application and/or maintain a club member account or for as long as is necessary to offer you Services. We will also store your personal data in case we need to meet our legal obligations, settle disputes and execute our binding agreements with you.

When we no longer have to process your personal data for the purposes specified in this Privacy Policy, we will erase your personal data from our systems.

Where it is allowed, we will also erase your personal data at your request. Such a request may be submitted by contacting us at iod@cityfit.pl.

You can find further details regarding processing time in our Terms and Conditions.



Security

We are implementing appropriate technical and organisational safeguards in order to protect against unauthorised and/or unlawful processing of personal data and against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to personal data.

We note that this Privacy Policy is not applicable to the actions of enterprises that do not fall under our control, nor to persons that are employed or supervised by us. Our Services may feature links or otherwise provide access to websites of external entities. These links are made available exclusively for your convenience. Our Privacy Policy is not applicable to websites of external entities and all data that you share on websites of external entities are shared at your own risk. We encourage you to become acquainted with the privacy policies of all external entity websites that you interact with.

Children

We purposely do not collect personal data of children under the age of 14. Should you become aware of the fact that a child has shared their personal data with us without parental consent, please contact us. Should we find out that a child under the age of thirteen has shared their personal data with us without parental consent, we will take steps towards erasing the data and cancelling the child's account.

How to contact us?

Should you have any questions, comments or doubts concerning the way in which we process your personal data, please contact us by sending an e-mail to iod@cityfit.pl.