

General Terms and Conditions of Membership in the I'M FIT Wellness Fitness Club

1. Membership

- 1.1. A natural person who has reached 18 years of age, enjoys legal capacity, executes the Agreement on Club Membership (hereinafter the "Membership Agreement"), including these General Terms and Conditions of Membership, pays the one-off registration fee for a club member and pays the membership fees may become a member of I'M FIT Wellness Fitness (hereinafter the "Club"). A person under 18 years of age may become a Club member only with the written consent of the responsible representative, who assumes liability for any potential damage within the legal representation. A person under 15 years of age may visit the facility only when accompanied by a Club Member over 18 years of age.
- 1.2. Club membership may not be suspended during the term of the Agreement.

2. Membership Card

- 2.1. Each Club Member shall receive a Membership Card corresponding to the selected type of membership. Club Members shall be obliged to return their Membership Card without delay after termination of their membership.
- 2.2. A Membership Card is personal and non-transferable and, without its submission, the Club Management shall not be obliged to allow a Club Member to enter the Club. Club Members shall be obliged to protect their Membership Card against damage and misuse.
- 2.3. Club Members shall be obliged to notify the Club without delay of any potential damage to or loss of their Membership Card. A replacement Membership Card shall be issued subject to payment of an administrative fee according to the applicable price list.

3. Registration Fee, Membership Fees and Payments for Services

- 3.1. Upon execution of the Membership Agreement, each Club Member shall pay a one-off registration fee and monthly membership fees according to the selected type of membership, either in cash or by credit card. If the one-off registration fee and monthly membership fees are paid by a bank transfer, the person interested in membership shall deposit a non-refundable part of the registration fee in the amount of CZK 1,000.00 at the front desk of the Club. The amount of the bank transfer shall then be decreased by this amount.
- 3.2. Regular monthly installments on the membership fee for use of the Club's facilities and use of the Club's services provided within the selected type of membership may be agreed with a Club Member. The Club Member shall pay these installments exclusively by a permanent bank order, which shall always be payable not later than by the 20th day of the month preceding the month to which the payment pertains.
- 3.3. Each Club Member shall pay for food and drinks and for use of the Club's supplementary services that are not included in his/her membership (e.g. *personal lessons, massages, solarium, consultancy, etc.*), either by direct payment (*in cash or by credit card*) or by deducting the relevant amount from a deposit provided previously by the Club Member. If the Club is visited by a Guest (*Art. 8 hereof*), the payments for the Club's services and payments for food and drinks during the stay in the Club shall be added to the Guest's account, which the Guest shall be obliged to pay before leaving the Club's premises at its front desk either in cash or by credit card.
- 3.4. If the Club Member is in delay in payment of a monthly installment on the membership fees or performance of other payment duties following from the Membership Agreement by more than 10 days of their due date, the Club Management may prevent the Club Member from entering the Club and thus suspend the use of services by the Club Member. If the Club Member fails to pay the debt even within a grace period of 21 days of the due date of the monthly installment on the membership fees set by the Club Management, this constitutes material breach of the Membership Agreement and the Club Management shall be entitled to unilaterally withdraw from the Membership Agreement.
- 3.5. The membership entitles the Club Member to enter the facilities and use the Club's services at times corresponding to the type of acquired membership, to unlimited number of visits to the fitness and cardio zones, to unlimited number of visits to the scheduled lessons in aerobic and relaxation exercises and spinning, to free access to the pool and the relaxation zone, including saunas, steam room and whirlpool.
- 3.6. Payment of monthly installments on the membership fees cannot be suspended during the term of the Agreement.
- 3.7. In case of extension of a valid Membership Agreement, the Club Member shall not again pay the registration fee.
- 3.8. The amount of the annual membership fees may change in relation to the growth of the inflation rate or the Club's financial policy.

4. Termination of Membership

- 4.1. The membership shall terminate upon expiry of the term agreed in the Membership Agreement. Prior to expiry of this term, the Club Management shall notify the Club Member of the approaching date of termination of the Agreement.
- 4.2. The Club membership may be terminated by a due written notice given by the Club Member with effect as of the last day of the calendar month following after the date of delivery of the notice to the Club Management.
- 4.3. The membership terminates by withdrawal from the Membership Agreement by the Club Management by a written notice on the grounds of failure of the Club Member to pay monthly installments on the membership fees in two consecutive calendar months or on the grounds of an outstanding payment for drinks and food and the Club's supplementary services in an amount exceeding twice the monthly membership fee.
- 4.4. The membership terminates by withdrawal from the Membership Agreement by the Club Management by a written notice on the grounds of material or repeated breach of the Club Rules by a Club Member, which must be complied with by the Club Member, or intentional misuse of the membership card, or any behaviour of a Club Member vis-à-vis some other Club Member that is at variance with good morals.
- 4.5. The withdrawal shall become effective at the end of the calendar month during which the notice of withdrawal is delivered to the Club Member and shall not relieve the Club Member of the obligation to pay the relevant fees and payments until the Membership Agreement ceases to be effective.
- 4.6. In none of the above-specified cases shall the Club Member incur entitlement to any compensation, refund of the registration fee or waiver of monthly fees until the date of effect of the withdrawal. Analogously, the fact that a Club Member does not use the services or facilities of the Club shall not relieve him/her of the obligation to pay monthly fees until the termination of the Membership Agreement becomes effective.
- 4.7. If the Club Member fails to collect, within 60 days of termination of the Membership Agreement, any remaining deposit in his/her Club Member serving for payment for food and drinks and paid services, the Club Management shall transfer this deposit to the account of the former Club Member.
- 4.8. The membership shall terminate upon death of the Club Member.

5. Transfer of Membership

- 5.1. A Club Member may transfer his/her membership (*i.e. all the rights and obligations of the Club Member following from the Membership Agreement*) to a third party that is not a Club member only with the consent of the Club Management. This is possible only if the transferring Club Member has paid all the debts to the Club. The new Club Member shall not pay the registration fee and shall pay only an administrative fee for the transfer, for a new Membership Card, for the initial diagnostics and for the initial lesson with the personal instructor and, subsequently, the membership fees according to the applicable price list. The transfer of the membership shall become effective on the date of approval of the transfer of the membership by the Club Management.

6. Substitute Membership

- 6.1. In exceptional cases (e.g. *pregnancy, serious disease or injury, long-term stay abroad*), a Club Member may temporarily transfer his/her membership to a third party that is not yet a Club Member. The temporary transfer may be carried out only through an agreement between the former and the substitute Club Member which is approved by the Club Management and which also stipulates the term of the Substitute Membership. The Club Management reserves the right to reject the third party in justified cases. The

substitute membership shall become effective on the date of approval of the substitute membership by the Club Management. The return of the membership to the former Club Member shall become effective automatically upon expiry of the term for which the Substitute Membership was agreed.

- 6.2. Substitute Membership may be undertaken for a term of at least one month and not exceeding 6 months. Individual exemptions shall be possible only with the consent of the Club Management. Assignment of the membership to the Substitute Member shall be subject to an administrative fee and other payments analogously as in case of Transfer of Membership (*Art. 5.1 hereof*). The return of the membership to the former Club Member shall not be subject to a fee.

7. Obligations of Club Member

Club Members shall be obliged to adhere to the Club Rules; in particular, they shall be obliged to:

- 7.1. behave politely and respectfully in relation to the other Club Members; to maintain order; not to interfere with peaceful operation of the Club; and not to limit the rights of other Club Members;
- 7.2. handle the Club's facilities carefully so as to prevent their damage or destruction;
- 7.3. respect instructions of the Club Management and Club's employees;
- 7.4. adhere to these General Terms and Conditions and the Club Rules, which are visibly displayed in the Club, on the website and, at request, at the Club's front desk.

8. Guests

- 8.1. A Club Guest is every visitor to the Club who is not its member, submits an entry voucher or pays one-off admission or is allowed to enter with a Club Member within the latter's valid type of membership.
- 8.2. Admission for Guests is subject to a fee pursuant to the valid price list of supplementary services.
- 8.3. Upon entering the Club, the Guest shall be obliged to fill-in the Guest Card, produce a valid identity card at the front desk, allow for entering his/her photograph in the information system and adhere to the General Terms and Conditions, the Club Rules and instructions of the Club Employees and Management. In case of breach of these terms by a Guest of a Club Member, the Club Member shall be liable as if (s)he committed such breach himself/herself. The Club Member shall be obliged to acquaint his/her Guest with these rules in due time. The Club Member shall be obliged to ensure that his/her Guest leaves the Club with him/her or earlier.
- 8.4. The Club Management reserves the right to refuse entry by a Guest to the Club.

9. Guarantee

- 9.1. The Club shall be liable to the Club Members for any damage caused to things left at a place intended for this purpose (*the locker*) unless the damage is also caused otherwise. The Club shall be liable for jewelry, money and other valuables only if these were placed in a safety deposit box in the area of the Club's front desk, up to the maximum amount of CZK 5,000 (*five thousand Czech crowns*).

10. Force Majeure

- 10.1. The Club reserves the right to interrupt its operation or shorten the operating hours in justified cases, particularly for the reason of the necessary modifications and repairs that cannot be carried out during normal operation and also in case of an event of force majeure. If the Club is closed for a period exceeding 48 hours, the term of membership shall be extended by the period of interruption of operation.
- 10.2. If the operation of the Club is interrupted independently of the Club's will and the operation of the Club is prevented by an obstacle that cannot be avoided or overcome (*summer outage of hot water for the operation of the pool, etc.*), the Club Member shall not thereby incur the entitlement to refund of the registration fee or any other compensation.
- 10.3. The Club Management shall notify the Club Members of the facts set out in Art. 10.1 and 10.2 by e-mail and by posting a notice on the information board.

11. Term of the Agreement

- 11.1. The Membership Agreement is concluded for a fixed term with force and effect from the date of execution by both Parties. At the latest 30 days prior to expiry of this term, the Club Management shall notify the Club Member of the approaching date of termination of the Agreement and shall offer him/her the possibility of extending the Membership Agreement by a fixed term according to up-to-date applicable General Terms and Conditions.
- 11.2. Invalidity of any part of the Membership Agreement or any potential gap in its contents shall not prejudice the validity of the remaining parts of the Agreement. If any provision of the Agreement becomes ineffective, this fact shall in no way prejudice the remaining provisions of the Agreement.

12. General Provisions

- 12.1. The applicable list and price list of supplementary services and sale of goods is available at the Club's front desk.
- 12.2. If the user fails to use a booked supplementary service within the agreed scope and at the agreed time and fails to notify the Club of this fact at least 12 hours in advance, the Club Management shall be entitled to request the payment of the full price of the agreed supplementary service.
- 12.3. Club Members shall be entitled to book a guaranteed place in lessons organized in the spinning and aerobic zones. This booking is free of charge. If the booked place is not used, the Club shall be entitled to deduct a fee of CZK 100.00 (*in words: one hundred crowns*) from the client's account.
- 12.4. Requests of Club Members shall be approved exclusively by the Club Management.

13. Representations

- 13.1. The Club Member represents that (s)he participates in activities in the Club at his/her own risk, that (s)he is healthy and both physically and mentally prepared to undertake these activities.
- 13.2. The Club Member consents to inclusion of all his/her personal data set out in the Membership Agreement (*hereinafter the "data"*) in the database of the Club Management and their subsequent processing, including sending of information on organized events by electronic means within the meaning of Act No. 480/2004 Coll., for a term until the consent is revoked, where other data, particularly on the health condition of the Club Member and data from the camera surveillance system (*maintained for a period not exceeding 30 days*) acquired for the purpose of protection of safety, health and property of the Club Members and the Club, may also be attributed to the aforementioned data during the term of the Agreement. The granting of this consent is not a precondition for conclusion of the Membership Agreement. The Club Member acknowledges his/her rights within the meaning of Sections 11, 12 and 21 of Act No. 101/2000 Coll. Furthermore, the Club Member is aware of the fact that (s)he grants his/her consent voluntarily, (s)he may revoke it at any time, free of charge, at the address of the Club Management, (s)he has the right to correction of the data, blocking of incorrect data, their liquidation, etc. In case of any doubt as to adherence to the rights of data subjects by the Club Management, (s)he may address either the Club Management or directly the Office for Personal Data Protection. The Club Member simultaneously authorizes the Club Management to include his photograph in the mentioned database. By his/her signature, the Club Member confirms that (s)he has become acquainted to the full extent with the terms and conditions set out in this Membership Agreement and the Club Rules drawn up by the Club.
- 13.3. I agree with the General Terms and Conditions of Membership in the Club and the Club Rules and agree to respect them.

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Signature