

General business terms and conditions of Fitness Place s.r.o.

I. Definitions

1. **„Company“** – Fitness Place s.r.o., with registered seat at Mánesova 881/27, Vinohrady, 120 00 Praha 2, Identification number: 028 62 786, registered in the Company Register kept by the city Court in Prague, Section C, File 256450.
2. **„Club“** – sports and recreational area operated by the Company; a list of the Clubs is available on the Company website www.formfactory.cz.
3. **„Multiclub“** – system enabling a Club member to use all sports and recreational areas operated by the Company and permitted within the frame of the Multiclub system.
4. **„Contract on using Club services“** and also **„Contract“** – contract based on which the customer receives the Club member status.
5. **„Club member“** – a fully sui juris major or a person who was granted written approval of membership in the Club by its legal representative.
6. **„Free-pass service“** – unpaid, one-day or multiple-day possibility of using the services provided by the Company. The free-pass service contains solely the services included in the price for the Voucher.
7. **„Collection“** – non-cash payment service through which the Club member is entitled to pay the monthly fee for membership in the Club. Each transaction is carried out on the basis of a written approval by the Club member through a payment card via the Elavon platform. When using this method of payment of the monthly fee for membership in the Club the Club member is obligated to ensure that as at the day of maturity of the appropriate amount the Club member's account has sufficient financial means.
8. **„Voucher“** – entry card through which the Club member proves his/her membership in the Club; individual types of Vouchers are specified in more detail in article V. of these VOP.
9. **„Regulations“** – regulations for using the Company services, which are available at www.formfactory.cz and at the reception desk of individual Clubs.
10. **„Instalments“** – individual receivables of the Company from the Club member, which originate by entering into the Contract for an indefinite period of time and further by the beginning of each following month of the period of duration of the Contract. The amount due as at the day of entering into the Contract can only be paid in cash or using a payment card.
11. **„VOP“** – the General business terms and conditions hereof.
12. **„Personal data“** – personal data communicated by the Club member upon entering into the Contract, i.e. namely name, surname, date of birth, e-mail address, telephone, photograph.

II. Principles of Club membership

1. Membership in the Club originates based on the Contract.
2. Membership in the Club and the right to use the Company services is proven via the Voucher.

3. Each person interested in membership in the Club is obligated to be familiar with the Regulations and VOP prior to purchasing a Voucher.
4. The Club member can based on his/her choice acquire one of the vouchers offered by the Company, or the Multiclub voucher, which entitles the Club member to use all Company's Clubs. The Company reserves the right to exclude a specific Club from the Multiclub System on its own accord without providing any reason.
5. The Voucher is issued on the day of entering into the Contract and is valid throughout the period of duration of the Contract. Upon issue of the Voucher, a photograph of the Club member will be taken, i.e. for the purpose of verifying identity upon use of the Company services, while the Club member approves of the aforesaid without any further reservations. Should a person whose photographs are taken is a minor or is not legally qualified to sign this approval, such an approval is signed by the person's legal representatives.
6. Any person not fully sui iuris is entitled to enter into the Contract solely based on a written approval issued by his/her legal representative. Such a written approval must be issued in a form stipulated by the Company; the form is available at www.formfactory.cz.
7. The Contract may be entered for a period of twelve months or for an indefinite period.
8. In case a Contract for an indefinite period is entered into, each of the parties is entitled to withdraw from the Contract with a one-month notice period, which starts on the first day of the calendar month following delivery of the notice. Notice served in relation o the Contract must be made in writing.
9. A Voucher issued in accordance with the Contract is issued to a specific name without any possibility of transferring such a Voucher to any third party. Copying and any other processing of Vouchers is prohibited.
10. Each Club member is entitled to transfer the rights and obligations following from the contract to a designated third party solely on the basis of a written approval by the Company and such a third party or based on entering into an amendment to the Contract. The Company charges the amount of CZK 600,- for transfer or rights and obligations following from this Contract to a third party. The Company is entitled, based on its own unilateral decision, to decrease or not claim payment of such an administrative fee.
11. The third party to whom the rights and obligations following from the Contract are transferred is obligated to observe the Regulations and confirm its obligation to observe this through its signature.
12. The Company reserves the right to claim from a person entering the Club based on a Voucher an identity card or another card including a photograph of such a person, which this person shall use to prove that he/she is an authorised holder of the Voucher.
13. The Company reserves the right to reject entrance in the Club premises for the below-stated reasons:
 - a) If a person fails to produce a valid Voucher or produces a valid Voucher, which, however, is not issued in his/her name or if the person rejects producing an identity card or another card with a photograph as per article II. section 12 VOP.

- b) If a person represents a potential risk to health or life of other Club members or Company's staff, especially if such a person is under influence of alcohol, narcotics or psychotropic substances.
 - c) If a person has any overdue unpaid payables to the Company;
 - d) If a Club member suffers from an infectious disease or has other complications, which may influence life, health and/or Company staff comfort and or that of other customers of the Company.
14. In case a loss or theft of a Voucher is reported and an identity card of the holder of such a Voucher is submitted as well as a confirmation of purchase of such a Voucher (invoice, receipt, contract, account statement), such a Voucher shall be blocked by the Company. Issue of a new Voucher is subject to a charge of CZK 100,-.
 15. In case a Contract is entered into for a fixed period, the Company is entitled, if a Club or multiple Clubs are closed down, to serve a written notice with a one-month notice period, which starts on the first day of the calendar month following delivery of the notice.
 16. Each person interested in using the Company services may be offered by the Company a one-off use of such services without any charge for a period of one day within the frame of the Free-pass Service. The person using the Free-pass Service is obligated to observe all Regulations and become acquainted with the Regulations prior to starting use of the services. The person using a Free-pass service is obligated to sign a statement on health qualification and on information about the Regulations.
 17. Each person interested in using any services provided by the Company is obligated to fulfil the following requirements:
 - a) Get acquainted with the Regulations and confirm the obligation to observe these through his/her signature;
 - b) Sign a statement on health qualification;
 - c) Pay the price following from the Contract in the manner stated in the Regulations and in the Contract (unless Free-pass Service is concerned).
 18. Club members can only be persons whose health conditions enable participation in exercise taking place in the Club.
 19. The Company is not liable for deterioration of the Club member's health that occurred as a result of excessive load during exercise. Club members are obligated to accommodate intensity and type of exercise to their health condition and current physical status.
 20. The Club member uses the Company services on his/her own responsibility and is not entitled to blame the Company for detriment to his/her health in relation to use of the Company's services. That does not apply if detriment to health occurred as a result of direct fault by the company and/or its staff.
 21. The Company is not liable for detriment to health or assets of the Club member caused by other Club members or other persons present on the Club premises.

22. Entry in the Club is possible based on signing the Contract and further based on paying for the Voucher in accordance with the Contract and the principles stipulated in the Regulations, which concern namely form of payment (unless a Free-pass service is concerned).
23. In case the Contract is entered into for a fixed period, the Club member is obligated to make payment in a single transaction for the entire period of duration of the Contract or monthly collection based on the Elavon platform.
24. In case the Contract is entered into for an indefinite period, the Club member is obligated to make the monthly payments at the amount specified in the contract in one of the following manners: in cash, through a payment card, by wire transfer to a bank account or through collection on the basis of the Elavon platform.
25. In case of payment via collection, individual instalments shall be collected by the Company as at the maturity day of such instalments in accordance with the Contract. Maturity of individual instalments is always the first day of the appropriate month of duration of the Contract, while such a day must be identical with the first day of the calendar month. The first day of contract duration is the day the contract is entered into. The first day of the month is then each following day, which by its number is identical with the first day of contract duration, while if there is no such day in the month the first day in the month is the last day of the calendar month, in which the instalment has not been paid yet.
26. The Company is not obligated to inform the Club member about each payment collected for the Voucher.
27. If the payment method selected is collection based on the Elavon platform, the Company is entitled to change the instalment amount and adjust the standard price in the price list stated in the Contract for reasons independent of the Company, especially in the following cases:
 - a) on the maturity date of a given instalment the Club member's bank account lacks sufficient financial means to pay the instalment for the given month and the Company is thus unable to collect the instalment;
 - b) the Club member does not allow collection based on the Elavon platform or cancels collection permit based on the Elavon platform.
28. If the Club member makes instalment payments via a payment card or collection, the Company is not responsible for any fees or commissions for the bank, which keeps the bank account from which payments are to be made.
29. In case the Club member is in default, the Company is entitled to legally stipulated late charges as per the current legislative regulations.
30. If the Club member makes monthly instalment payments in cash, via a payment card or through bank account transfer (in case of contracts entered for an indefinite period of time), the Club member is obligated to make such monthly payments to the maturity dates, while the maturity date is always the first day of the given month. The Parties agreed that the day of making the payment is considered the day as at which the given financial means are credited to the Company's bank account.

31. In case the Club member fails to pay the price for the Voucher or make other payments in the Club area, the Company reserves the right not to enable such a Club member enter the Club area and/or order such a Club member out of the Club area and at the same time withdraw from the Contract with immediate validity. The Company is entitled to immediate withdrawal from the Contract also in other cases of infringing the Regulations, namely in cases as per article II. section 32 VOP below.
32. The Company is entitled to withdraw from the Contract with immediate validity provided continuation of the Contract duration may compromise the reputation and/or interests of any of the Clubs or the Company itself, especially when a Club member commits any act of aggressive and/or threatening behaviour, vandalism and/or other kinds of behaviour, which do not comply with principles of customer co-existence and/or the Regulations.
33. The Company is entitled to take photographs of the Club premises for the purpose of advertising and promotion of itself and/or its partners and for use on the Company products. The Club member is aware and agrees that he/she may be captured on such photographs and grants his/her approval thereof and of the fact that he/she is not entitled to claim any compensation for use of such photographs. The Company undertakes in relation to such photographs not to disturb in any manner the rights or freedom of Club members and at the same time to inform the Club members in advance of its intention as well as date of taking such photographs.
34. The Company may cede and/or transfer the rights and obligations following from the Contract to any third party and allow any third party execution of the rights and obligations following from the Contract. The Club member expresses his/her approval of cession of any Company's receivable from the Club member to a third party namely due to a default on the part of the Club member.
35. The Club member is obligated to pay for the Voucher based on entering into the Contract, regardless of whether or not using the Company services. The obligation to make the monthly instalments lasts throughout the duration of the Contract.

III. Scope of services provided by the Club

1. Services included in the price for the Voucher or additionally paid services are stated on the Company's website www.formfactory.cz.
2. The Company reserves the right to change the scope of services provided any time, which the Club member hereby approves of. Upon fulfilling the Contract, the Company shall enable the Club member to use also new services, which shall be launched in the future and are included in the Voucher price.

IV. Order and organisational regulations

1. Opening hours of individual Clubs are provided on the Company website www.formfactory.cz.
2. The Company reserves the right to change the opening hours.
3. The Company services can be used to the extent complying with the type of Voucher (including potential changes to the scope of services provided), during opening hours of the Club, with any frequency and for any period of time, except for a situation when the given Club's capacity is fully occupied. The Club member is entitled, in accordance with the preceding clause, to use the

equipment, machines and other accessories, which are not currently being used by another Club member.

4. The Company is entitled to close the Club at the time of church, state and/or other holidays. Topical information about opening hours shall also be posted at the Club reception desk or another accessible place.
5. The Club may be closed for a period required for completion of necessary changes, reconstructions and/or sanitary measures, as well as based on decisions by authorised bodies and/or due to force majeure. In case of a planned closing of the Club the Company shall notify Club members about such a situation 7 days in advance or as soon as it learns about the necessity of closing the Club. Such a notification shall be placed at an accessible point where similar information concerning Club operation is posted. In such a case, the Contract shall be extended by the number of days for which the Club was closed.
6. Club members are obligated to keep personal items in lockers available at the Club.
7. The Club member is obligated to refrain from bringing any items or high value into the Club, such as for example cash exceeding CZK 500,- or items or valuables, the value of which exceeds the said amount, and the bringing in of which into the sports area is not usual; the Company is not liable for damage and/or loss of any item of high value. All valuables brought in by the Club member into the Club despite the above-stated recommendation, including documents, jewellery and/or keys must be locked by the Club member in the locker for valuables located at the reception desk. If an item was stored in accordance with this section and such an item was damaged, the Club member is obligated to claim his/her right or damage compensation without any unnecessary delay, however, no later than fifteen (15) days from the day he/she must have learned about the damage.
8. The lockers in the Club changing rooms are locked using padlocks. Each Club member is obligated to use his/her own padlock. If a Club member has no padlock, he/she can buy it in the customer service department. The Club member is obligated, after finishing use of the Company services, to remove from the locker his/her padlock. If on a given day after the Club's opening hours are finished there is any padlock left locked on any locker, such a lock shall be removed immediately. The content of such a locker shall be kept for the period of thirty (30) days in the Club at the customer care department, i.e. at the expense and risk of the Club member. After expiration of the period of thirty (30) days the content of the locker shall be liquidated at the expense of the Club member. The Company is not liable for the content of the of the Club members' lockers from which padlocks were removed.
9. The premises and equipment of the Company must be used by the Club member in accordance with their purpose and method, which were communicated to him/her by the Club staff or that implies from staff instructions.
10. Club members bear full responsibility for all damage he/she caused on the Club premises.
11. Immediately after arriving at the Club, the Club member is obligated to change his/her shoes and clothing in the changing room. Clothing is kept in a locker in the Club's changing room.

12. In the areas designated for exercise the Club member is obligated to wear appropriate shoes and sports clothing, i.e. a T-shirt, shorts or long sports trousers and sports shoes.
13. On the Club premises it is strictly prohibited to smoke cigarettes, consume alcohol, opiates and/or narcotic substances, bring in alcohol, opiates and/or narcotic substances, or enter under the influence of alcohol or opiates and/or narcotic substances.
14. The Club member is obligated not to disturb peace or order in the Club or otherwise disable other Club members in any way the possibility of using the Company services. The Club member is obligated to refrain from visiting the Club if he/she suffers from an infectious disease and/or has other complications, which may have impact on life, health, and/or comfort of the Company staff and/or other Company customers.
15. The Club member is obligated to behave on the Club premises properly and stay calm, refrain from using vulgarities, making loud comments and tossing dumbbells or other strengthening equipment on the floor.
16. When exercising on strengthening machines, the Club member is obligated to use his/her own towel, wipe such cardio machinery using single-use paper towels once they finish their exercise and put strengthening items to designated places.
17. The Club member is obligated to refrain from bringing any glass and/or open vessels, backpacks or sports bags into the area for strengthening and conditioning, aerobics or other glazed premises.
18. Club members are prohibited to bring in the Club premises any hazardous items or other items, which may complicate use of the Club services to other persons, and/or may contribute to damage to assets, and/or may endanger safety of persons in the Club, their lives and/or health.
19. It is strictly prohibited to bring any animals into the Club premises.
20. The Company reserves the right to prevent Club members from accessing certain equipment and/or machinery in the Club for a certain period due to a necessity of carrying out necessary repairs and/or maintenance of such equipment and/or machinery.
21. The Company reserves the right to cancel the activity of aerobic, spinning or another group activity if the number of persons interested does not exceed three, i.e. immediately before starting such a group activity.
22. In case of participation in group activities with an instructor the Club member is obligated to arrive at group activities in time. Arrival at group activities (aerobic, spinning or other group activities) after the given activities started is not possible.
23. In case of group activities with an instructor the Company requires a prior booking by persons interested in the given activities. Booking can be performed via telephone or at the Club reception desk.
24. The Club member who intends to discontinue a group activity is obligated to cancel his/her booking no later than 24 hours before the beginning of the given exercise. If the Club member fails to fulfil his/her obligations in relation to a group activity stated above three times, the Company is entitled to disable registration of such Club member for individual group activities for 3 months.

25. Consumption of foodstuffs is only permitted at the Club's bar.
26. The Club member is obligated to leave the premises designated for exercise no later than 15 minutes prior to the end of the opening hours of the Club. Changing rooms are open till the end of the Club's opening hours.
27. If the Company has the possibility of sharing free parking places, principles of their use are clearly stipulated by the Regulations available on information boards at the Club's reception desk.
28. The Club member is not entitled to operate within the Club premises any coaching activities, not even in case the Club member possesses a coaching licence. The Club member is allowed to use only the coaching services provided by the Company's coaches.
29. The Company is entitled to take Club photographs for advertising and promotion purposes, i.e. also in situations when unintentional capture of the Club member's person takes place; however, the Company is obligated to inform the Club member in advance about photographing planned in the Club.

V. Types of vouchers

1. The Company offers the following types of Vouchers:
 - a. Multiclub Voucher – enables unlimited entry in all sports and recreational areas operated by the Company, which belong in the Multiclub system, i.e. during the opening hours of such areas;
 - b. Voucher for one of the selected Company clubs – enables entry in one of the sports and recreational areas operated by the Company.

VI. Personal data

1. Pursuant to the Act No. 101/2000 Coll., on personal data protection and on change to certain acts, as amended (hereafter referred to as the „Act on personal data protection“) the Club member agrees to processing, collecting, and storing his/her Personal data by the Company as administrator of Personal data.
2. Personal data is collected and processed solely for the purpose of:
 - a) Identification of Club member upon provision of Company services for the Club member;
 - b) For marketing purposes of the Company, i.e. namely offering products and services (either own or of other entities), distribution of information regarding events organise, products, services and other activities, contacting the Club member for the purpose of market research and for the purpose of marketing research when the Club member is contacted via electronic mail or telephone, as well as sending commercial information through electronic means as per the Act No. 480/2004 Coll., on some services of an information company, as amended, whether or not such marketing purposes are implemented by the Company or other entities, which are entrusted by the Company to carry out such marketing activities;
 - c) Analysing Personal data of the Club member enabling namely direct addressing of specific Club members and certain groups of Club members (so-called direct mailing);
 - d) Safety of Club members, Club staff and Company assets as well as Club members' assets;

- e) Organising, holding, and assessing various types of contests, polls and other events, which are not consumer lotteries, be these or not with a possibility of the Club member receiving a material and/or financial prize, while such contests, polls or other events may be organised both by the Company and entities that are entrusted by the Company to organise, hold and/or assess various types of contests.
3. The Club member hereby grants his/her approval of the above-stated purposes of processing Personal data.
4. Personal data is processed by the Company as the administrator and processor as per the Act on personal data protection and the VOP hereof, in an electronic manner, to an extent necessary for fulfilling the purpose of processing, only in accordance with the purposes of processing and for a period reasonable for their fulfilment. Personal data shall not be made accessible to any third parties.
5. The Club member is aware that he/she provided his/her Personal data for the Provider free of charge and on his/her own accord.
6. The Club member is further aware that he/she is entitled to the rights as per the provisions of § 11 and § 21 of the Act on personal data protection, i.e. namely:
 - a) Right to access Personal data;
 - b) Right to claim repair of Personal data; and
 - c) right to revoke his/her approval of processing Personal data anytime, free of charge.
7. If a Club member finds or believes that the Company processes Personal data in contradiction to protection of privacy and his/her personal life or in contradiction to the law, especially if Personal data is inexact with regard to the purpose of processing, the Club member is entitled to:
 - a) Ask the Company for explanation;
 - b) Require that the Company rectify such a situation. This may namely entail blockage, repair, and/or amendment and/or liquidation of Personal data.
8. The Club member is entitled to revoke his/her approval anytime through a written application sent to the Company's address.

VII. Final provisions

1. The Club member is obligated to inform the Company about all changes to the address of his/her place of residence and mailing address, electronic communication address and mobile phone numbers. Letters sent by the Company to the address provided by the Club member and not collected in due term or that are returned to the Company as undelivered are considered delivered as at the last possible day of their collection.
2. In cases not stipulated by the Contract, VOP or the Regulations, applicable provisions of the Act No. 89/2012 Coll., of the Civil Code, as amended by appropriate regulations, shall apply.
3. The Company is entitled to change the current Regulations and VOP, i.e. namely in relation to a change in the opening hours of the Club, change in services provided within the frame of the Club or other changes, while the Club member grants his/her approval of the aforesaid.
4. VOP represent an integral part of the Contract.

5. Each of the Club members is obligated to closely study the Regulations and is entitled to receive their current, updated version anytime on their request made at a Club reception desk.
6. Current, updated VOP and Regulations are publicly accessible at the website of www.formfactory.cz.