

# GENERAL TERMS AND CONDITIONS

## Article I - RECITALS

1. The subject of these Terms and Conditions (hereinafter referred to as the “**GTC**”) is the regulation of mutual rights and obligations between H.O.L.S. d.o.o., with the registered office at Ulica Josipa Marohnića 3, Zagreb, entered into the register of Commercial Court in Zagreb under registration No. 080049755, PIN: 23971298808 (hereinafter referred to as the “**Company**”) operating a network of fitness clubs, the list of which is set out in Annex 1 to these GTC (multiple clubs collectively hereinafter referred to as the “**Clubs**” and individually as a “**Club**”), and the natural person using the Services (as defined below) in the Club(s) (hereinafter referred to as the “**Member**”). The Company is entitled to unilaterally change the list of the Clubs from time to time. The Company also operates an Online Training service on a separate online platform (hereinafter referred to as the “**Online Club**”), the terms of which are defined in the Specific Terms and Conditions of Online Services.
2. A Member’s membership in the Club (and Online Club) is governed by the Service and Membership Agreement concluded between the Company and the Member or a special Service and Membership Agreement (hereinafter referred to as the “**Agreement**”) when the Member visits the Club in person or electronically, these GTC including the Price List, and further rules issued by the Company and by generally binding legislation. In case of any discrepancies between the provisions of the Agreement, Visiting Rules and /or the GTC, they shall apply in the following order: 1) Agreement, 2) GTC, 3) Visiting Rules..
3. The Services provided by the Company or available in a Club, will generally consist in the provision of access to the Online Club via the website, to the premises of the Club(s) and their facilities for the purpose of exercise, holding various types of classes and other sporting activities, including (as the case may be) with the guidance of an instructor, providing relaxation services (as the case may be) and, where applicable, providing other paid services such as personal training, massage, revitalization and beauty services, etc. (hereinafter referred to as the “**Services**”). The above list of Services is not exhaustive and is subject to change from time to time; the full list of Services is at the sole discretion of the Company. The Company may unilaterally change the list of Services from time to time. The scope of the Services may vary between the Clubs. Services in each Club are subject to current availability and capacity. A Member is not entitled to the exclusive use of any particular machine or equipment in the Club. The Company will be entitled at any time, at its sole discretion, to temporarily or permanently change the scope of the Services provided or the location/address of the Club, without prejudice to the other terms and conditions of existing Memberships. In case of permanent change of the location/address of the Club, the Member shall be entitled to terminate the Agreement in accordance with the procedure envisaged in Article VII. 6 of these GTC.
4. Price List means the Price List of the Services, additional services and other fees.
5. These GTC also apply to Members who have obtained membership status pursuant to a “Third Party Membership Agreement” concluded between the Company and a third party (hereinafter referred to as the “**Payer**”) for their benefit. All financial obligations under such agreement for the relevant Member will be borne by the Payer, including the obligation to pay contractual fines and other penalties of the relevant Member.

## ARTICLE II - TYPES OF MEMBERSHIPS

1. The Company provides different types of membership based on three criteria (hereinafter collectively referred to as the “**Membership**”):

A) number of Clubs the Member is entitled to visit (1 Club and Multiclub Membership),

B) term of the Agreement

- Fixed Term,
- Flexi Membership,
- Entry Membership,
- Single Pass,

C) whether the Member is entitled to a reduction in the Membership Fee by proving eligibility for a reduced price or other special offer.

### **A. 1 club and Multiclub membership**

1. 1 Club membership entitles the Member to use the Services of one selected Club throughout its opening hours in accordance with the Visiting Rules of that Club.

2. Multiclub membership entitles the Member to use the Services of all Clubs throughout their opening hours in accordance with the Visiting Rules of the particular Club.

### **B. Fixed term, Flexi membership, Single pass and Entry membership**

1. Fixed Term Membership > A Member who enters into a written Agreement for a specified number of months as defined in the Price List will be entitled to use the Services for the period commencing on the date agreed in the Agreement, provided that the Member has paid the Membership Fee for the entire term of the Membership. The Agreement ends on the last day of the agreed Membership term.

2. Flexi Membership > A Member who enters into a written Agreement will have the right to use the Services for an indefinite period of time; the Agreement may be terminated no earlier than 1 full month after the start of the Membership. Membership will commence on the date specified in the Agreement if the Member has paid (i) the pro rata Membership Fee if the Membership does not commence on the first day of a calendar month, and (ii) the Membership Fee for the first full calendar month of Membership.

3. Single Pass > A user of the Services of a particular Club is entitled, on the basis of the Agreement and upon payment of the Membership Fee, to one entry into that particular Club and to use the Services in that Club during that one entry.

4. Entry Membership > A user of the Multiclub Services is entitled to visit one or more Clubs and to use the Services in the Club within individual entries, based on the Agreement and upon payment of the Membership Fee, up to the maximum number defined for the Service in the Price List. The Agreement is concluded for a definite period of time as specified in the Price List and starts on the first day specified in the Agreement. Any unused entries after the expiry of the Agreement will be forfeited.

5. Online Club > A Member who enters into a written Agreement has the right to use the Online Club electronic Services on the Company’s website for an agreed period of time from the date specified in the Agreement, provided that the Membership Fee has been paid.

6. Other time-limited Membership: a Member who enters into a written Agreement for any time-limited Membership offered by the Company as defined in the Price List will have the right to use the Services for the term and subject to the conditions set forth in the time limited Membership.

### **C. Discounted membership**

1. Off-Peak Membership > This membership grants access to the club during specific time periods. Specifically designed for accessing services outlined in the Price List, this membership category allows the member access to one or all of the clubs during off-peak hours.

### **ARTICLE III - COMMENCEMENT AND TERMINATION OF MEMBERSHIP IN THE CLUB, SUSPENSION OF MEMBERSHIP**

1. Membership will commence upon execution of the Agreement and full payment of the Membership Fee for the corresponding term.

2. The Agreement will be in writing (electronic form is possible), including any amendments, except for the Single Pass. The written Agreement will expressly state the method of conclusion. The Agreement can be concluded using the below methods:

a) In the case of electronic conclusion, by signature or other demonstrable acceptance of the Agreement by the Member (e.g. via the designated Company app or the Company's website). The Agreement will be effective on the Membership starting date as defined and specified in the Agreement, but not earlier than the first payment of the Membership Fee in the amount and on the date specified in the Agreement. The fee will be deemed paid once the first payment for the Membership is credited to the Company's account, or upon receipt of the confirmation from the payment gateway when paid online by a payment card, by credit card or once paid in cash at the Club.

b) If concluded in a non-electronic form, the Agreement will be signed by both Parties. The Agreement is effective on the Membership Commencement Date specified in the Agreement.

c) In the case of a Single Pass, the Agreement will be concluded verbally, unless concluded electronically, whereas in such a case the rules in (a) above will apply.

3. Membership and the rights arising therefrom will apply solely to the Member, will not be transferable to third parties without the prior written consent of the Company and will not pass to the Member's successors in title. An application for transfer of Membership must be made using the form (available on the Company's website or at the reception desk of each Club) either online or at the reception desk of any Club.

4. The Member can only be a person of at least 18 years of age and fully legally capable; exceptions to this rule are children aged 16 and older, provided that they are represented by their legal representatives (parents or guardians).

5. The Agreement can be terminated by the Parties by mutual agreement.

6. Fixed Term Membership (Agreement) (including Off-peak Membership) terminates on the last day of the term for which the Membership was agreed.

7. Flexi Membership (Agreement) (including Off-peak Membership) will also terminate by the Member giving one month's notice, commencing on the first day of the month following delivery of written notice to the Company.

8. Single Pass or Entry Membership (Agreement) terminates, or one entry is deducted once the Member enters the selected Club, i.e. the moment the Member leaves the Club after the visit. Entry Membership is valid for the period defined in the applicable Price List. Unused entries for the Entry Membership will be forfeited upon expiry of the Membership period as defined in the Agreement / Price List.

9. The Member has the right to withdraw from the Agreement concluded by means of distance communication (online) or off-premises by written notice of withdrawal delivered to the Company within 14 days from the date of conclusion of the Agreement. The withdrawal notice form is available on the Company's website and at the reception desk of each Club. In such case, the Company will refund to the Member all payments (including the Membership Fee) made under the Agreement. If the Member has used the Services before the Company receives the notice of withdrawal, only a pro rata portion of the Membership Fee will be refunded.

10. The Company reserves the right to terminate the Agreement with immediate effect if the Member repeatedly or materially breaches the Agreement, these GTC or the Club's Visiting Rules or repeatedly fails to follow the instructions of the management or Company employees responsible for the Club's operation and safety. This rule is without prejudice to the Company's right to full compensation for damages. The Membership may be renewed or a new Agreement may be concluded only if the Member has no outstanding obligations towards the Company. In the event of a breach of the Club's Visiting Rules, or if the Member's behavior towards the Company's staff or other Members is unacceptable, the Company may permanently ban such Member from entering its premises; such Membership will not be renewed.

11. Upon the written request of a Member with a Fixed Term Membership or Flexi Membership, the Company may suspend the Membership without giving any reason for a maximum period of 1 calendar month. Such suspension may be granted free of charge only once in any 12-calendar month period of the Agreement. Subsequent suspension of Membership will be subject to a fee in accordance with the applicable Price List or the Specific Terms and Conditions of the Service.

12. Memberships not listed in Article III 11 of these GTC cannot be suspended.

13. A request to suspend Membership must be submitted to the Company via a form (available on the Company's website and at the reception desks of the Clubs) online or at the reception desk of any Club so that it is received by the Company by the 20<sup>th</sup> day of the calendar month preceding the calendar month when suspension should commence. The Member must have no outstanding debts payable to the Company prior to the request.

14. During the period of suspension of Membership, the Member will not have the right to use the Services. In the case of a Fixed Term Membership or a Multiclub Fixed Term Membership and a Off-peak Fixed Term Membership paid at the same time, the Membership will be extended by the respective period of suspension on the terms as set out in the above provisions.

#### **ARTICLE IV - MEMBER CARD**

1. The Member will receive a member card upon payment of the Membership Fee (or the appropriate pro rata portion thereof). The Member card is proof of Membership and entitles the Member to use the Services, subject to the applicable terms and conditions. The Member card may also be issued as a virtual/electronic card.

2. The card is personal and non-transferable. It is forbidden to lend the member card to other persons. Members must immediately report the loss or theft of the member card to the Company at the reception of any Club or in any other appropriate manner. To obtain a new card, the Member will be required to pay an administration fee in the amount specified in the current Price List.

3. A Member (who has already been issued a member card) must use his/her member card to prove his/her entitlement to enter the Club and use the Services before each visit to the Club. In case of doubt as to the Member's identity or if the Member has a virtual/electronic card or in case the Member has forgotten the member card, he/she is obliged to present a valid ID card, passport or other official

document with a photograph or other means acceptable to the Club at the request of the Company's staff. If the Member fails to present his/her member card or, at the request of the Club staff, the identity document acceptable to the Club, he/she will not be allowed to use the Services and the Company will be entitled to deny him/her entry to the Club.

#### **ARTICLE V - MEMBERSHIP FEES, TERMS OF PAYMENT**

1. For the Services rendered, the Member is obliged to pay to the Company the membership fee in the amount specified in the Price List for a given billing period (hereinafter referred to as the "**Membership Fee**").
2. The billing period for a Fixed Term Membership is (depending on the Member's request) either 1 calendar month or multiple calendar months. The billing period for a Flexi Membership is 1 calendar month. The billing period for a Single Pass Membership is one visit. The billing period for Entry Membership is the validity period set out in the Price List. The Membership Fee is paid in advance.
3. The Membership Fee for the entire billing period for Fixed Term Membership is payable upon execution of the Agreement. The Membership Fee for Flexi Membership is paid in monthly instalments payable no later than the last day of the preceding month ("payable" refers to the crediting of the corresponding payment to the Company's bank account).
4. The term "pro rata" means the proportionate part of the Membership Fee if the Membership begins on a day other than the first day of a calendar month. It will be calculated as a percentage of the monthly Membership Fee corresponding to the number of days remaining on the Membership Commencement Date and the number of days in the month in which the Membership commenced.
5. If the Member defaults on payment of the Membership Fee (or any part thereof) or any other payment due to the Company, the Company will have the right to deny the Member access to the Clubs until the Member has paid the amount due in full and to unilaterally suspend the provision of the Services to the Member in the meantime.
6. Failure to use a Service of the Club will not relieve the Member from the obligation to pay the Membership Fees. Subject to the exceptions set out in these GTC, the Company will not provide refunds or returns of Membership Fees payable during the term of the Agreement.
7. The Company also reserves the right to increase the Membership Fee at the beginning of each calendar year by a percentage rate corresponding to the average annual inflation rate in the Republic of Croatia for the preceding calendar year, as expressed by the increase in the average annual consumer price index published by the Croatian Bureau of Statistics. This increase will apply to all Membership Fees from the publication of the increase in the Club premises and on the Company's website. Provisions of Article VII. 5 apply.
8. Depending on the type of Membership, Membership Fees may be paid using methods expressly permitted by the Company. The specific method of payment of the Membership Fees will be communicated to the Member by the relevant Club or the Company at conclusion of the Agreement.
9. The Company may assign any claim towards a Member for payment of Membership Fees or other amounts due to a third party.

#### **ARTICLE VI - LIABILITY OF PARTIES**

1. The Company will be liable for injury to the property or health of Members (for the purposes of this Article, authorized users of the Services who are not Members are also deemed Members) if caused by

the direct and clear fault (whether willfully or due to grossly negligence) of the Company or its employees.

2. The Member will be liable to the Company for damages inflicted to the Company or its subcontractors by the Member's breach of his/her legal or contractual obligations under applicable legislation, the Agreement, these GTC or the Club's Visiting Rules.

3. Lockers are available for storage of Members' belongings (except money and other valuables). Members must securely lock their lockers. Failure to do so will relieve the Company from the duty to compensate for damage to the items stored in the locker. Money and other valuables are stored in safety deposit boxes in the Club; in the event of loss, damage or destruction of money or other valuables stored in a locker, the Company will not be liable to provide compensation.

4. Prior to using the Services, the Member is obliged to familiarize himself/herself in detail with the Club's Visiting Rules, which are available in each Club. When using the Services, the Member will comply with the Club's Visiting Rules and the instructions of the Company and its employees or other persons providing Services to Members on behalf of the Company (including instructors and trainers).

5. The Company will not be obliged to compensate for injury to health or property incurred by a Member as a result of failure to comply with the obligations set out in the relevant legislation, the Agreement, these GTC or the Club's Visiting Rules or as a result of failure to observe the instructions of the Company, its employees, instructors or trainers. The Company will not be mandated to compensate injury to health or property caused by intentional, negligent or reckless overestimation by a Member of his/her physical condition.

6. If a Member discovers that his/her health condition does not allow him/her to continue using the Club Services or Online Club for an extended period of time, or that further use of the Club Services could endanger his/her health condition, he/she is obliged to immediately notify the Company and provide credible evidence of this predicament (e.g. by a doctor's certificate). Long-term inability to continue to use the Services for health reasons is defined as at least 6 months. If the conditions set out in this paragraph arise and provided that, no later than the date of giving notice, the Member has paid all Membership Fees or other fees as at the termination of the Agreement, the Member may terminate the Agreement upon 7 days notice.

7. All content on the Company's website is protected by copyright under applicable law. The Member may not copy, store, distribute, make available to third parties or commercially use any part of the content in any way without the prior express written consent of the Company. For more information about possible commercial uses, please contact the Company at the Company's email address provided on the Company's website.

## **ARTICLE VII - FINAL PROVISIONS**

1. The Member will notify the Company of any change to the personal and contact details set out in the Agreement without undue delay after such change has occurred.

2. The Company will send all documents to the Member by registered mail to the address set out in the Agreement or the last address provided by the Member or electronically to the email address set out in the Agreement or the last email address communicated by the Member. If in doubt, a document sent by registered post will be deemed to have been delivered once the postal license holder delivers the document to a place where the Member can collect it (i.e. including deposit at the relevant Member's post office), and the email will be deemed to have been delivered once delivery is made to the Member's email address.

3. The Company will process the Member's personal data that is specified in the Agreement or disclosed by the Member for the purposes of entering into and performing the Agreement, to perform its legal obligations or to send commercial communications with the Member's consent, or for any other purpose for which the Member has given consent. Personal data will be processed in accordance with Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and related Croatian legislation and in accordance with the Company's Privacy Policy, which governs treatment by the Company of the Member's personal data, the scope of member's information stored by the Company, the manner of use of and the recipients of such information. The Privacy Policy, which is available on the: website [www.thefitness.hr](http://www.thefitness.hr) also provides all of the Member's rights in relation to the processing of personal data, in particular the right to information, rectification, restriction, erasure, data portability or the right to withdraw consent to processing at any time. These rights can be executed either by sending an email to: [privacy@thefitness.hr](mailto:privacy@thefitness.hr) or by post to the address of the Company. In connection with the processing of personal data, the Company declares that (i) it processes personal data in accordance with the requirements set out in the legislation, (ii) it has ensured that the persons authorized to process personal data are bound by a duty of confidentiality or are subject to a statutory duty of confidentiality, (iii) it has implemented appropriate technical and organizational measures to ensure the necessary level of security of personal data, and (iv) in the event of a data breach, posing a risk to the rights and freedom of natural persons, the Company undertakes to inform the supervisory authority or the data subjects, as appropriate.

4. The Company will be entitled to temporarily or permanently change the scope of the Services provided by the Club or the address of the Club from time to time without prejudice to the other terms and conditions of the existing Memberships. In case of permanent change of the address of the Club, the Member shall be entitled to terminate the Agreement in accordance with the procedure envisaged in Article VII. 6 of these GTC

5. The Company is entitled to unilaterally change the Club's Visiting Rules or the Price List from time to time. Changes to the Price List will not apply to Memberships existing at the time of the change. Amendments to the Visiting Rules will be effective vis-à-vis the Member following the lapse of 15 days from the date of publication on the Club premises.

6. The Company is entitled to unilaterally change these GTC from time to time, whereas in such event the Company will post a notice of changes to the GTC (including the proposed new wording) on its website and at the reception desk of each Club at least 30 days prior to the intended effective date of the changes. Should a Member refuse the change to the GTC, he/she must notify the Company prior to the scheduled effective date of the change and terminate the Agreement. The Member may notify the Company of his/her disagreement and terminate the Agreement on the scheduled effective date of the change. If the Member agrees to the change to the GTC or fails to respond to the notice of the new GTC, the Member will be deemed to have implicitly consented to the new GTC. If express or implied consent is given, the changes to the GTC will be effective as of the effective date.

7. The current version of the GTC is always available on the Company's website, on the Club's premises and on request at the Company's registered office.

8. Any invalidity or lack of effect of any provision of these GTC will not prejudice the validity and effect of the remaining provisions.

9. Members may submit any complaints concerning the quality of the services provided or shortcomings in the Club's facilities in person to one of the Club's senior employees or in writing through a box

intended for the purpose, which is located at the Club's reception. The complaints can also be sent by e-mail to the following e-mail address: [privacy@thefitness.hr](mailto:privacy@thefitness.hr) or by post to the following address: Josipa Marohnića 3, Zagreb. The Company is obliged to respond in writing to the complaint within 15 days from the day of its receipt.

10. Mutual rights and obligations of the Parties are governed by the laws of the Republic of Croatia in matters not expressly addressed in these GTC.

11. These GTC are valid and effective as at November 1, 2024.