

GENERAL TERMS AND CONDITIONS:

ARTICLE I – INTRODUCTION

1. These General Terms and Conditions (hereinafter the "GTC") stipulate the mutual rights and obligations of Factory Pro Prague a.s., a company with its registered office in Prague 5, at Nádrazní 762/32, Id. No.: 28199375 (hereinafter the "Company") and a private individual using the services of the Fitness Club operated by the Company (hereinafter the "Club").
2. The Club is not a legal entity and no association, society or any form of co-ownership of property is being formed between a Club member (hereinafter a "Member") and the Company. Membership in the Club serves solely for the purposes of providing Members with the Club's services and the Members may use the individual pieces of the Club's equipment within the set scope.
3. Services provided by the Club include the provision of premises and equipment for training, organisation of various types of training and other sports activities including provision of instructors for these activities, provision of relaxation facilities and, furthermore, provision of various other paid services, such as provision of a personal trainer, massage and revitalisation cosmetic services, etc. The above list of services is not exhaustive and is up to the Company's full discretion. Unless explicitly stipulated otherwise, services shall be provided in the Company's Club specified in the Agreement; the Members may use services in other Clubs operated by the Company under the terms specified for the pre-paid FIT Card. A pre-paid FIT Card may be used in all Clubs operated by the Company.
4. These GTC are binding on all those who have used or intend to use the Club's services (regardless of whether or not the given person is a Club Member). All the obligations following for the Members from these GTC are also binding on Club's non-members as applicable. These GTC also apply to those Members who have been granted the Member status based on an agreement entered into by and between the Company and a third person for their benefit.

ARTICLE II – CREATION AND TERMINATION OF CLUB MEMBERSHIP

1. Membership in the Club arises upon execution of the Services and Club Membership Agreement (hereinafter the "Agreement") and payment of the one-off membership fee for the One Year and Quarter membership or the first instalment on the membership fee for the Instalment types of membership, or payment of at least CZK 1,000 towards the pre-paid card for the Pre-paid FIT Card membership and Monthly Entrance Monthly membership.
2. The membership and the associated rights apply only to the given Member and do not pass to the Member's legal successors. Membership can be transferred to another person for a fee of 250 CZK.
3. The Agreement is entered into for a fixed term of 1 year in case of the One Year membership, for a fixed term of 3 months in case of the Quarterly membership and for a fixed term of 1 month in case of Monthly Membership and for an indefinite term in other kinds of membership. If the Agreement is for an indefinite term, the Member may terminate it at any time during its term subject to the following conditions:
 - a. Instalment membership: **The written notice of termination of the Agreement must be delivered to the Company not later than by the Due Date of the monthly instalment for the next month.** If the Member gives a notice less than 1 year after the creation of the membership, the Agreement terminates as of that Due Date and the Member is not entitled to a refund of the Deposit. If the Member gives a notice more than 1 year after the creation of the membership, the Agreement terminates as of the last day of the month following after delivery of the notice; the Deposit provided by the Member upon execution of the Agreement will be used to pay for the last month of the term of membership.
4. The Parties hereby acknowledge that if the membership fee or any instalment thereon is not paid within 30 days of its due date in case of the FREE Active Gold/Silver membership, the Agreement terminates as of expiry of the said deadline unless the Company notifies the Member without undue delay that it insists on payment. In that case, the Member is obliged to pay the entire membership fee for the period until the termination of the Agreement as well as any other pecuniary obligations towards the Company arising on the basis or in connection with these GTC or the Agreement. In that case, the Member is not entitled to a refund of any prepaid amounts or the Deposit.
5. The Company reserves the right to withdraw from the Agreement with immediate effect as of the date of delivery of the notice of withdrawal to the Member (whereby the Member's Club membership also terminates) if the Member repeatedly or materially breaches the Agreement, these GTC or the Club's Rules of Operation, or repeatedly fails to comply with an instruction given by the Company's management or the Company's employee responsible for operation and safety in the Club. In that case, the Member is obliged to compensate the Company for any damage consisting in lost profits in the amount of the Member's unredeemed pre-paid membership fees if the Member's membership has terminated by reason of the Company's withdrawal from the Agreement on the grounds of breach of the Member's obligations. Upon withdrawal by the Company from the Agreement on the grounds of breach of the Member's obligations, the Member's claim for a refund of unredeemed pre-paid membership fees shall automatically be set-off against the Company's claim for compensation for damage pursuant to the preceding sentence in the same amount and the two claims will thus terminate at the time of withdrawal from the Agreement. This shall in no way prejudice the right to compensation for any other damage as might be caused to the Company by the Member's breach of obligations.
6. The Member may withdraw from the Agreement with immediate effect should the Company repeatedly or materially breach the Agreement or these GTC.
7. The Company may always set-off any claims and receivables it might have vis-à-vis the given Member against any amount that might be refundable to the Member as a result of termination of the Member's membership in the Club for any reason.
8. The registration fee is non-refundable regardless of the manner of termination of the Agreement.
9. In case of termination of One Year, Instalment, Quarterly, Monthly Membership - all the provisions in relation to Fit Card shall be applicable for the Member.

ARTICLE III – TYPES OF MEMBERSHIP

1. **Monthly membership** – based on monthly entrance, a Member may use the specified services provided by the selected Club for a period of one month. The Member shall pay the registration fee and one-month entrance fee upon execution of the Agreement.
2. **Instalment Multi membership** – based on monthly membership, a Member may use the specified services provided by the selected Club for a reduced monthly fee compared to the fee payable, specifically in the amount set out in the Services and Club Membership Agreement. Upon execution of the Agreement, the Member shall pay the registration fee, a Deposit in the amount of one monthly membership fee and the membership fee for the 1st month of membership. Instalment Multi membership is for an indefinite term. Should the Member terminate the Agreement before the end of the 12th month of the membership, the Member's Deposit shall not be used and shall be used as fixed compensation for the Company's costs related to the early termination of membership. A member can use the deposit as one last month free of charge after 12 payments when giving written notice.
3. **Instalment membership** – based on Instalment membership, a Member may use the specified services provided by the selected Club, the member is entitled to use the services of the chosen club, gym and group lessons, except for relaxation for a reduced monthly fee compared to the fee payable, specifically in the amount set out in the Services and Club Membership Agreement. Upon execution of the Agreement, the Member shall pay the registration fee, a Deposit in the amount of one monthly membership fee and the membership fee for the 1st month of membership. Instalment membership is for an indefinite term. Should the Member terminate the Agreement before the end of the 12th month of the membership, the Member's Deposit shall not be used and shall be used as fixed compensation for the Company's costs related to the early termination of membership. A member can use the deposit as one last month free of charge after 12 payments when giving written notice.
4. **One Year Multi** – based on one year Multi membership, a Member may use the specified services provided by the selected Club for a period of one year. The Member shall pay the registration fee and one-year membership fee upon execution of the Agreement.
4. **One Year** – based on One Year membership, a Member may use the specified services provided by the selected Club, the member is entitled to use the services of the chosen club, gym and group lessons, except for relaxation for a period of one year. The Member shall pay the registration fee and one-year membership fee upon execution of the Agreement.
5. **Quarterly membership** - based on Quarterly membership, a Member may use the specified services provided by the selected Club for a period of three months. The Member shall pay the registration fee and 3months membership fee upon execution of the Agreement. If within 90 days of the end of the quarterly membership pay a membership fee in the amount agreed once again, has, according to the explicit agreement of the parties considered that the term of the Contract and membership with members paying the membership fee, extended for another 3 months from the date of payment. Such an extension of the duration of the Contract and membership can be repeated.

If the member meets the conditions for extending the term of the Agreement twice in a row so that its membership will be without any interruption last 3 consecutive quarterly periods (i.e. Payment for the upcoming quarterly periods will pay before the end of the previous one), is entitled to a bonus in the form of usage of services Centre for 3 months free from the first day following the end of the third period, paid quarterly in line.

6. PRE-PAID FIT CARD (hereinafter also a "pre-paid card")

- a. A pre-paid card allows a Member to enter one selected Club's area or use one selected Club's service on a one-off basis. The Member shall pay the standard price for entry or services based on the currently applicable Club's Price List.
- b. The first payment towards the pre-paid card must be at least CZK 1,000 (not including the registration fee) and every further payment must be at least CZK 500.
- c. A member with an active pre-paid card is entitled to transfer the money to some other member subject to service fee of CZK 250.
- d. If a Member fails to use his/her card for a period exceeding 12 months, the Company may deactivate the. Subsequently, the Member may request within 30 days a refund of the amount paid towards the card minus a deactivation fee of CZK 250. After expiry of this deadline, the right to have the said amount refunded terminates. Once a card is deactivated, the Member may no longer use the Club's services based on the deactivated card.

Further details regarding individual types of membership are available on the Club's premises and, on request, also from the Company. The offer of individual types of membership may differ in each Club.

ARTICLE IV – MEMBERSHIP CARD

1. A membership card will be issued to a Member after payment of the registration fee and membership fee (or the first instalment thereon) or the first payment of CZK 1,000 towards a pre-paid card. A membership card serves to prove Club membership and enables a Member to use the Club's services.
2. A membership card is non-transferable and may not be loaned to any other person. Each Member is obliged to report any loss or theft of his/her membership card to the Club. The Member is obliged to pay a fee of CZK 200 for issue of a new card.
3. Prior to each entry to the Club, a Member must produce his/her membership card. In case of any doubt as to any Member's identity, the Member must provide his/her identity on request of the Company's employees by producing his/her valid ID card, passport or some other official proof of identity including a photograph. If a Member does not produce his/her membership card or fails to prove his/her identity on request, the Member is not entitled to the provision of the Club's services and the Company may deny him/her access to the Club.

ARTICLE V – FEES

1. Unless agreed otherwise, the registration fee and membership fee (or the first instalment thereon), the Deposit or the first mandatory payment towards a pre-paid card are payable upon execution of the Agreement.
2. If the membership fee is not paid in the full amount upon execution of the Agreement, the Member is obliged to pay further membership fees in monthly instalments in advance before the beginning of each monthly period of the term of membership not later than on the Due Date of the instalment set out in the Agreement either by wire transfer or at the Club's reception desk.
3. The fact that the Member does not use the Club's services does not release him/her from the duty to pay membership fees. Subject to the exceptions set out in these GTC, the Company will provide neither compensation nor a refund of membership/registration fees or the pre-paid amounts for services paid during the term of membership.

4. The member can freeze the membership minimum of 1month period, maximum of 3month period for 1year from the date start, fee is 200czk per month in Installment membership program and without fee in One Year program.

5. The Company reserves the right to raise the membership fees unilaterally to a reasonable extent on reasons changes to the applicable legislation of the Czech Republic (increase in VAT rates or other taxes and others). Any raise of the membership fees will be notified to the Members not later than by 30 days before either by e-mail or by Factory Pro website. If a Member disagrees with a raise of membership fees and notifies the Company of his/her disagreement in writing not later than within 7 business day of receipt of the relevant notice, this Agreement will terminate 31 days. Otherwise, each Member is obliged to pay the membership fees in the new amount.

6. The Company may deny any Member access to the Club in the event of his/her delay in paying fees or instalments thereon, always until the outstanding amount has been paid.

7. The registration fee and membership fees may be paid by a third party (the "Payer"); however the latter does not become a member and have the associated entitlement to use the Club's services, but shall rather designate some other person – Member – for whom (s) he will pay the fees and who will become a Club Member once the Agreement is executed. A separate "third-party club membership agreement" will be executed between the Company and the Payer; the provisions of these GTC are binding on the Payer (especially any provisions related to payment or non-payment of membership fees) and are applicable analogously. The Payer is obliged to perform all financial obligations following from the Agreement with the given Member, including the obligation to pay contractual penalties and other sanctions based on the Agreement with the designated Member. In the event of non-payment of the membership fees, the Agreement with the designated Member will be terminated in conformity with these GTC. The designated Member shall incur no rights vis-à-vis the Company based on the third-party club membership agreement.

8. The Company is entitled to cease operations of any Club from technical reasons for a period limited to 14 days in a calendar year and, in this case, a Member has no right for a discount from the Membership fee. Should the cease of operations of a Club be longer than 14 days, the Company shall compensate the Members of the Club, that has applied for it, by prolonging their Memberships for a number of days that cease of operations exceed 14 days in a calendar year. A Member can apply for the prolongation latest 14 days before the end of relevant calendar year latest or end of Membership, should the Membership end before the of calendar year.

ARTICLE VI – LIABILITY AND RESPONSIBILITIES OF THE PARTIES

1. The Company is liable for any damage to property or health of Members provided that such damage arises due to culpable (through intentional conduct or gross negligence) breach of obligations of the Company or its employee and is a direct and unambiguous consequence of such breach.

2. Each Member is liable to the Company for any damage caused to the Company or its subcontractors through breach of his/her statutory duties or contractual obligations following from the Agreement, these GTC or the Club's Rules of Operation.

3. Members shall leave their belongings (other than money and other valuables) exclusively in lockers. Each Member is responsible for locking his/her locker properly. If a locker is not locked, the Company is not liable for damage to the things left in the locker.

4. Money and other valuables may not be left in lockers and must be stored at the reception desk or in safe deposit boxes in the reception area. The Company is not responsible for any money or other valuables that are not stored at the reception desk or in the safe deposit boxes.

5. When using services, each Member is obliged to follow instructions of the Company and its instructors or other persons providing services to Club members on the Company's behalf. If a Member determines that his/her health condition does not enable him/her to continue using the services, or that continued use of the services could endanger his/her health, the Member is obliged to notify the Company or its representatives (instructors) of this fact immediately and cease using the services or performing other sports activities immediately. The Company is not liable for any damage to health or property that a Member may incur as a result of non-compliance with this procedure or instructions given by the Company or its instructors. Furthermore, the Company is not liable for any damage to health or property that any Member causes to him/herself intentionally, by negligence, recklessness or overestimation of his/her physical shape.

6. If any Member deems that any of the Club's services has not been provided to him/her properly, the Member must notify the Company of this fact without delay, but not later than on the day following the alleged improper provision of the service ("Complaint"). The Company shall review the Complaint and notify the Member of the result within 30 days of the date when the Complaint is made. If the Company accepts the Complaint, it shall offer the given Member new provision of the service that was provided improperly or the provision of some other service from among those that are currently provided to Club Members.

ARTICLE VII – PERSONAL DATA PROTECTION AND SENDING COMMERCIAL COMMUNICATIONS

1. The Company shall keep records of its Members comprising their personal data. By executing this Agreement, the Member explicitly consents that the Company may collect and process his/her personal data set out in the Agreement or disclosed to the Company in relation to the performance of the Agreement and use such data for the purposes of performing this Agreement and providing services, and also for internal analyses and marketing and business purposes within the scope necessary for the fulfilment of the aforesaid purposes. The Member grants this consent for the term of this Agreement and for a further 1 year following termination of this Agreement.

2. Each Member has the right to access his/her personal data, the right to their protection and other statutory rights, also including the right to revoke the consent to personal data processing at any time in writing. The Company is a personal data controller and, at the same time, personal data processor within the meaning of Act No. 101/2000 Coll. Any data obtained from the Members are used for internal needs of the Company and are not provided to third parties. By way of exception, this does not apply to external providers of services for Members, to whom Members' personal data are transferred to the minimum extent necessary for the provision of the given service, and to third parties to whom personal data are transferred with a view to enforcing the Company's claims from the Members and/or lawyers representing the Company in negotiations or before courts in respect of claims following from the Contract. In relation to enforcement of outstanding claims, the Company may provide third parties with all the necessary data and provide for enforcement of claims through such parties or assign the receivables to third parties, as appropriate.

3. The Member hereby declares that (s)he is a customer of the Company and hereby voluntarily gives consent to the Company in conformity with Act No. 480/2004 Coll. (Act on Certain Services of Information Society) based on which the Company may send all forms of commercial communications and advertising to the Member's e-mail address. Furthermore, the Member hereby gives consent to the Company based on which the Company may also send information on the Company's contemplated activities (discounts, events, new services) in writing to his/her address set out in the Agreement, or provide it by telephone using the Member's telephone number. The Member may revoke such consent at any time either by responding to a received e-mail containing a commercial communication, or in writing to the address of the Company's registered office.

Article VIII – FINAL PROVISIONS

1. Each Member must notify the Company of any change in his/her contact details set out in the Agreement without undue delay after the change is made.

2. The Company shall send all written documents to the Member to his/her address set out in the Agreement or to the last notified address.

3. The Company may change the scope of the Club's services or equipment, or the Club's address, temporarily or permanently at any time without prejudice to the other conditions applicable to existing Club Members (unless a Member proves that the Club's new address is significantly less accessible for him/her – in that case, the Member may unilaterally terminate the Agreement with effect as of the date of delivery of the notice of termination to the Company).

4. The Company may amend these GTC (including the Club's Rules of Operation) unilaterally at any time. In case of an amendment to these GTC, the Company is obliged to send the draft new version to each Member in good time in advance by e-mail or by post to the last notified Member's address. If a Member disagrees with the amendment, (s) he may terminate this Agreement unilaterally in writing not later than 7 business days of the date when (s) he receives the draft amendment. Otherwise, the new version of the GTC is binding on the Member as from its effective date. The applicable version of the GTC is always available on the Company's website, on the Club's premises and, on request, from the Company. This shall in no way prejudice Art. V. (4) of these GTC.

5. Any potential invalidity, nullity or ineffectiveness of any provision of these GTC shall in no way prejudice the validity and effectiveness of the remaining provisions.

6. In matters that are not explicitly governed by these GTC, the mutual rights and obligations of the Parties shall be governed by the laws of the Czech Republic *mutatis mutandis*. The Parties agree to misapply Sections 1764 to 1766, Sections 1793 to 1795, Section 1971, Sections 1977 to 1979, Section 2000, Section 2002 and Section 2050 of Act No. 89/2012 Coll., the Civil Code, to the legal relationships established by this Agreement.

7. These General Terms and Conditions enter into force and effect on 1st January 2022.