

## **TERMS AND CONDITIONS**

### **E-FIT ELECTRO FITNESS MOBILE APPLICATION**

Please read these Terms and Conditions (hereinafter referred as **Terms**) carefully before downloading and/or using the **E-Fit Electro Fitness Mobile Application** (hereinafter referred to as the **Application**) operated by **Fit-Pro Limited Liability Company** (hereinafter referred to as the **Company**). You may access and use the Application if you fully acknowledge and accept these present Terms as well as your personal compliance with the conditions included.

These present Terms shall be concluded between the Parties and available only in electronic form.

#### **DEFINITIONS**

**User:** Each natural person, who uses or downloads the Application, independently whether he/she has a registered account or not.

**E-Fit Gym/Training Room:** Places (fitness or health club, gym) where E-Fit products and related training programs are available.

**E-Fit Trainer:** A certified trainer registered by the Company and has a certification (E-Fit Certified Trainer or Master Trainer) and a related identification card (RFID card) issued by the Company.

#### **INTRODUCTORY PROVISIONS**

##### **1. Details of the Company**

Name of the Company:	Fit-Pro Limited Liability Company
Official seat:	HU-1116 Budapest, Barázda street 40 VIII/14.
Corporate registration number:	01-09-968531
Tax number:	23500305-2-43
Registering Authority:	Company Registry Court of Budapest Capital Regional Court

##### **2. The Application**

The application is a software that makes easier to book a date in E-Fit Gyms, to establish contact and keep in touch with E-Fit Trainers. Furthermore, the Application store and forwards to the Company the workout data and results achieved by the User in accordance with the Company's Privacy Statement. The additional functions of the Application also support healthy lifestyle and everyday physical exercise.

### **3. Scope of the Terms**

- 3.1. The scope of these present Terms shall extend to all Users. User shall be entitled to use the Application only in case of acceptance of these present Terms.
- 3.2. These present Terms come into effect on the 15<sup>th</sup> of February, 2016 and shall be effective for an indefinite period of time.
- 3.3. These present Terms constitute the entire and exclusive understanding and agreement between the User and the Company regarding the Application and its additional functions.
- 3.4. User hereby acknowledges that the Company reserves the right to amend the Terms from time to time without any notice, and agrees to be obliged to review periodically the Terms without any special notice. The amended Terms shall be effective by and on the day of publication on e-fit.com website.
- 3.5. If the User continues to use the Application after the publication of the amended Terms or the related separate notice about such amendment, the User agrees to be bound by the amended Terms without any further statement. Otherwise the User shall request for deletion of his/her Personal account according to the provisions of clause 9.
- 3.6. The Company shall enable the User to access the effective version of the Terms by publishing it on its official website.

### **4. Intellectual property**

- 4.1. The Company is the sole and exclusive owner of the Application. The Company is the sole and exclusive owner of all the trademarks and other intellectual properties and all relating rights – especially, but not limited to: texts, photographs, images, illustrations, audio and video clips, graphic materials and other representations - related to the Application, including copyright of any content contained in it (hereinafter referred as **Content**).
- 4.2. The Application and the Content contained in the Application are protected by copyright, trademark and other related laws of Hungary.
- 4.3. The User shall not be entitled to copy, modify, transfer, distribute, license, display or transmit the Application, the source code of it or the data managed or used by the Application, furthermore, to create derivative and translated versions without the prior written consent of the Company.

## **DOWNLOADING AND USE OF THE APPLICATION**

The Application was designed and intended solely for those who are eighteen (18) years old above, and not under guardianship or conservatorship and has full legal capacity.

### **5. Downloading the Application**

- 5.1. The Application is downloadable from Google Play and Apple App Store free-of-charge.

- 5.2. By downloading the Application a license agreement is concluded by the User and the Company for an indefinite time period with the content of these present Terms.
- 5.3. User expressly acknowledges and accepts these present Terms by downloading and/or using the Application, furthermore, User declares that he/she meets all the requirements stipulated in these present Terms, regardless of having a Personal account or not.
- 5.4. Company grants a personal non-exclusive, non-assignable and non-sublicensable, free-of-charge licence to use the Application. The Application is intended for personal usage only. The Company does not grant any further rights except the rights which are expressly detailed in these present Terms.

## **6. Use of the Application**

- 6.1. In order to use the Application the User shall set a personal account secured by a password (hereinafter referred to as the **Personal account**), where the User shall provide his/her certain personal data. Simultaneously with registration the User shall declare the understanding of present Terms and the Privacy Statement of Company, furthermore his/her personal compliance with the requirements defined by the Terms.
- 6.2. The User may access the functions of the Application after logging in. Before use of date booking function, User shall buy a season ticket and link it to his/her Personal account – for further information please read clause 8.
- 6.3. The User is entitled to change the password of his/her Personal account without any restrictions.
- 6.4. The User shall provide and maintain true and accurate data during setting up and use of the Personal account. The User shall update the personal data in its Personal account within 15 days after any change. Rules of data management are detailed under clause 12. of these present Terms and the Privacy Statement. Company hereby expressly excludes its liability towards third parties if false or inaccurate data has been provided by the User. The User who provides false data or abuses with personal data may incur civil and criminal liability.
- 6.5. In order to use the Application properly the User shall have a device that running a definite version of Android and meets the system and compatibility requirements for the Application. A working internet connection is also required. Please note, that use of the Application may generate network/data traffic for which the User's mobile operator may charge fee in accordance with its tariffs.
- 6.6. The User shall use the Application properly, considering the warnings that may appear during use. The Company excludes its liability in connection with any damages due to non-compliance with this provision.
- 6.7. The User shall not use the Application for commercial or any other purposes which are expressly permitted by the Terms. The User who violates the present provision may incur civil and criminal liability.

## **7. Communication in the Application**

- 7.1.** The User is allowed to establish contact with a chosen E-Fit Trainer on the Application's inner communication-surface.
- 7.2.** By contacting the chosen E-Fit Trainer, the User agrees to grant access to his/her Personal data provided during the registration and arisen during use of the Application.
- 7.3.** During the communication with the E-Fit Trainer, the User must refrain from any behaviour which may harm the personal/inherent rights of the E-Fit Trainers or infringe the effective laws of Hungary. Sending or forwarding a message that may accomplish a criminal act or contains invitations to commit a crime is strictly forbidden. Sending or forwarding a message which may contains incitement to hatred or suitable for intimidation is also strictly forbidden. The User who violates present provisions may incur civil and criminal liability.
- 7.4.** During the communication E-Fit Trainer is acting in his/her own name, does not entitled to represent or make any statements on behalf of the Company, therefore the Company does not take responsibility for the acts/statements of the E-Fit Trainer.

## **8. Booking**

- 8.1.** Both the User and non-User (hereinafter referred to as **Customer**) can buy season-tickets in E-Fit Gyms and at the authorized retailers of the Company. A season-ticket grants a definite number of training occasions for the Customer.
- 8.2.** The purchased season-ticket is linked to a Personal account specified by the Customer at the time of the purchase in the E-Fit Gym or at the authorized retailer, whereof the User receives a confirmation e-mail.
- 8.3.** The User is able to book a date through the Application for the chosen E-Fit Gym only if a season-ticket has been linked with his/her Personal account.
- 8.4.** In case of booking or cancellation of a training appointment, the User receives a confirmation e-mail. The User may cancel the booked training appointment at least 24 hours before the appointment. If the User fail to cancel the booked training appointment as specified above or not attend at the training, the training occasion will be regarded as accomplished. The booked training appointment is not assignable.
- 8.5.** The Company shall not be liable for the temporary unavailability of the booking function. The User may book a training appointment through the given contacts of the chosen E-Fit Gyms directly without using the Application.
- 8.6.** The E-Fit Gym shall inform the User immediately, if it is not able to perform. Solely the given E-Fit Gym shall be responsible for any harm if it fails to proceed as specified above. In the latter case the unused training appointment shall be credited on the season-ticket of the User.

- 8.7.** All services relating to the booked training appointment shall be performed by the the chosen E-Fit Gym. The Company shall not be liable for such services or any harm or damages suffered in connection with such services.

## **9. The suspension and termination of the Personal account**

- 9.1.** The Company is entitled to terminate or suspend a Personal account without any prior notice according to its own consideration in case the User or a third party which uses the certain Personal account violates any provisions of these present Terms, in particular, if the User uses the Application inappropriately or infringes the legal interests of the Company or any third parties, furthermore, if the User is not entitled to use the Application according to these present Terms. With the termination of the Personal account, the Company deletes all stored personal data related to the User, nevertheless the Company is entitled to retain and use Statistics – specified under clause 13.
- 9.2.** The User is entitled to request for the termination of his/her Personal account and the related personal data without any restrictions via e-mail to [customerservice@e-fit.com](mailto:customerservice@e-fit.com) e-mail address. The Company shall fulfil the request forthwith – at latest within 5 workdays – and inform the User about it via e-mail.
- 9.3.** Uninstallation of the Application does not affect the User’s Personal account.
- 9.4.** The User shall uninstall the Application from all of his/her devices forthwith in case his/her Personal account was terminated. The agreement of the Parties shall terminate automatically with deletion of the User’s Personal account.

## **10. Limitation of liability**

- 10.1.** The User expressly agrees that he/she uses the Application and its related functions at his/her own risk and responsibility.
- 10.2.** The User expressly declares and agrees, that the Company shall not be obliged to nor able to inspect or supervise the physical and medical data given by the User. The User shall bear the exclusive responsibility to provide true and accurate data about his/her physical and medical condition.
- 10.3.** The Company does not provide medical services or guidance through the Application or by any other means. The User – in case of need – shall ask for medical consultancy or advice from a medical expert before using the Application or its related functions.
- 10.4.** The User expressly declares and agrees that the Company – including its affiliates, employees, representatives and partners – shall not be liable for any material or non-material, consequential or other kind of damage or injury that result from the use of the Application, including damages in the property of the User.
- 10.5.** The Company shall not bear responsibility of the incidental failures of the Application, for data loss, delay in communication or data transfer.

- 10.6.** The Company shall not be liable for and does not obliged to indemnify or compensate the damages or losses arising from the inappropriate handling of the User's Personal account. User is responsible for safeguarding the user's name and password of his/her Personal account. The User shall notify the Company about any abuse with his/her Personal account.
- 10.7.** The Company, including its affiliates, employees, representatives and partners – to the fullest extent permitted by the law – forecloses its liability in every means for the damages and losses of the User and third parties resulting from the use of or inability to access the Application and its related functions.

## **11. Warranty**

The Company does not bear any kind of warranty or guarantee in connection with the Application – including its additional functions – and the Content, considering that it provides such services on a free-of-charge basis. The Company does not guarantee or warrant that the Application will meet all requirements of the User, the services will be free of errors, security defects or interruptions. The Company does not warrant the completeness, availability, timeliness and correctness and reliability of the Application. The User chooses the internet provider at his own risk and cost.

## **PRIVACY PROVISIONS**

The Company, as data manager, is expressly authorised by the User according to present provisions, to the Company's Privacy Statement and the Hungarian Laws, in particular to Act CXII. of 2011 on information self-determination and freedom of information, to collect, use, store, and manage certain User related data given during the setup of a Personal account and arisen during the use of the Application or of other services provided by the Company (hereinafter referred to as **Personal data**).

Privacy Statement contains the scope of the managed Personal data. Privacy Statement shall form an integral part of these present Terms.

In privacy and data management matters not regulated by present Terms, the provisions of the Privacy Statement shall apply.

## **12. Personal data**

- 12.1.** The Company, as data manager secures and manages Personal data confidentially and does not forward or transmit it to third persons without the User's consent, excluding it derives from the Company's legal duty.
- 12.2.** With accepting present Terms and the Privacy Statement, without other further statements, the User expressly gives consent for the Company to collect, use, store and manage his/her Personal data with the purposes specified in the Privacy Statement.
- 12.3.** Personal data shall be managed for an indefinite period of time. The User shall ask for the cancellation or modification of his/her Personal data with an explicit request sent to customerservice@e-fit.com e-mail address. The Company shall inform the User upon his/her request about his/her managed Personal data, furthermore about the purpose and

legal grounds of data forwarding and management, duration of data management, name, and address/official seat of the data processor and about its processing activity regarding the Personal data.

- 12.4.** The Company shall be obliged to correct or amend the false and/or unjust Personal data in case of a related request. The Company is entitled and obliged to cancel the Personal data which infringes the laws, third party's interest or requested by the User. The User is entitled to protest against the management of his/her Personal data.

### **13. Performance data and Statistics**

- 13.1.** Data arising during the use of certain products of the Company shall also be qualified as Personal data. These kind of data are in connection with the training programmes and related performance data of the User, furthermore contains information about E-Fit Gyms and E-Fit Trainers resorted by the User (hereinafter referred to as **Performance data**).
- 13.2.** The User may access his/her Performance data through the Application only if he/she has a Personal account. IF the User does not have a Personal account the Company is still entitled to control, manage, store and use the given Personal data in a non-personalised form.
- 13.3.** The Company manages and use Performance data in order to prepare personalised training programs, monitor the use of E-Fit Gyms and E-Fit Trainers, develop the company and its products, services and capacity expansion, furthermore to improve the services and products of the Company.
- 13.4.** During the E-Fit training occasion, in case the User has a Personal account, the E-Fit Trainer may access the User's Performance data, for the purpose of planning and configuring an appropriate and personalised training programme for the User.
- 13.5.** The Company is entitled to make statistics in order to develop its own company and commerce policy, together with its services and products, furthermore to improve its own distribution and gym network (hereinafter referred to as **Statistics**). Statistics do not contain any personal reference to Users, and not suited for retrieval of Personal data, or identify a certain User.
- 13.6.** Together with the termination of a Personal account, the Performance data of the User shall be deleted, however such deletion may not affect the Statistics. The Statistics are not under the scope of clause 13. and the Company's Privacy Statement.

## **FINAL PROVISIONS**

### **14. Dispute resolution**

- 14.1.** The User agrees, that before he/she turns with a complaint or a claim to the competent court or authority, contacts the customer service of the Company to resolve the dispute amicably. The User shall provide the details of the complaint in writing and send it via post or via e-mail to the Company or its local partner. The Company and its local partners reserves 30 days to answer the complaint.

- 14.2.** The User shall inform the Company about any objectionable Content or failure in performance related to the Application through the contact availabilities listed under clause 16. By virtue of the notice the Company – if it finds the objection grounded – deletes the Content and fixes the error or defect of the Application.
- 14.3.** The Parties hereby agree that all claims, legal proceedings or litigation arising in connection with the agreement of the Parties, the use of the Application, any of its present and future functions or these present Terms, will be decided solely by the courts of Hungary. These present Terms, the agreement of the Parties and the resolution of any disputes is governed in all respects by Hungarian Laws – in particular Act V of 2013 on the Civil Code and Act CVIII of 2001 on the electronic commercial services.

## **15. Miscellaneous**

- 15.1.** The User shall fully comply with the provisions of these present Terms, and shall abstain from violating them by any means. The User shall be obliged to compensate all pecuniary and non-pecuniary damages of the Company arising from the abusive or illegal use of the Application.
- 15.2.** Company's failure to enforce strict performance of any provision of these present Terms shall not be considered a waiver of any provisions or rights of the Company.
- 15.3.** If the grounds for invalidity concerns specific parts of the contract, the legal effects of invalidity shall apply to those parts of the contract.
- 15.4.** The Company hereby reserves the right to edit, make unavailable or terminate the Application, any functions of it or the related Content as a whole or in part without any prior notice. In these cases there is no ground for compensation or any other claims against the Company.

## **16. Contact us**

If you need any further information, have queries regarding the Terms or have any technical problems with the Application, please do not hesitate to visit the website of a local partner or contact us via the following channels:

### **Fit-Pro Limited Liability Company**

1116 Budapest, Barázda street 40 VIII/14.

Hungary

### **Official website:**

<http://e-fit.com/>

### **E-mail:**

[customerservice@e-fit.com](mailto:customerservice@e-fit.com)

### **Phone:**

+36 30 477 2461