

GENERAL TERMS AND CONDITIONS

ARTICLE I – INTRODUCTORY PROVISIONS

1. The subject of these General Terms and Conditions (hereinafter referred to as the "**GTC**") is the regulation of mutual rights and obligations between the companies **Form Factory Slovakia s.r.o.**, with its registered office at Prievozská 14, 821 09 Bratislava – Ružinov District, Company ID No.: 52386660, registered in the Commercial Register of the Municipal Court Bratislava III., Section SRO, Insert No. 137901/B, **MB CLASSY s.r.o.**, with its registered office at Prievozská 14, 821 09 Bratislava – Ružinov City District, Company ID No.: 51751941, registered in the Commercial Register of the Municipal Court Bratislava III., Section sro, Insert No. 129621/B, and **Fitcamp s. r. o.**, with its registered office at Prievozská 14, 821 09 Bratislava – Ružinov City District, Company ID No.: 56442114, registered in the Commercial Register of the District Court Žilina, Section SRO, Insert No. 85634/L (hereinafter jointly referred to as the "Company"), on the one hand, which operate a network of fitness clubs, the list of which is set out in Annex No. 1 to these GTC (several clubs hereinafter jointly referred to as the "**Clubs**" and individually as the "**Club**"), and a natural person using the Services (defined below) in the Club(s) (hereinafter referred to as the "**Member**") on the other hand. The Company is entitled to unilaterally and continuously modify the list of Clubs. The Company also operates an electronic Online Training service on a separate online platform (hereinafter referred to as the "**Online Club**"), the terms and conditions of which are defined in the Special Terms and Conditions for the Provision of Online Services.
2. The Member's membership in the Club (and the Online Club) is governed by the Agreement on the Provision of Services and Club Membership concluded between the Company and the Member or a special Agreement on the Provision of Services and Membership in the Online Club (hereinafter referred to as the "**Agreement**") during a personal visit to the Club or electronically, these GTC, including the Price List, other rules issued by the Company and generally binding legal regulations.
3. The services provided by the Company, or the services that the Company enables to use in the Club, generally mean enabling access to the Online Club on the website, access to the premises of the Club(s) and their equipment for the purpose of exercise, organizing various types of lessons and other sports activities, (in relevant cases) under the guidance of an instructor, providing relaxation services (in relevant cases) and, where applicable, providing other paid services, e.g. personal training, massage, revitalization and beauty services, etc. (hereinafter referred to as the "**Services**"). It is not a complete or immutable list of all Services, and the complete list is fully at the discretion of the Company, taking into account the objective possibilities and conditions of their provision. The Company is entitled to unilaterally and continuously modify the list of Services. The scope of the Services may vary from one Club to another. Services in each Club depend on current availability and capacity. The Member is not entitled to exclusive use of a particular machine or equipment in the Club. The Company is entitled at any time, at its own 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 the existing Memberships.
4. Price List means the Price List of Services, Additional Services and Other Fees, which is available on the Company's website. The names of individual Services in these GTC indicate the names of specific memberships.

5. The Rules of Operation shall mean a set of rules which the Member is obliged to follow when visiting the Club (and any sanctions in case of non-compliance) and which is available on the Company's website.
6. These GTC also apply to Members who have acquired the status of a member on the basis of a "Third Party Membership Agreement" concluded between the Company and a third party (hereinafter referred to as the "**Payer**") in their favour. All financial obligations arising from such an agreement for the relevant Member shall be paid by the Payer, including the obligation to pay contractual penalties and other penalties of the relevant Member.

ARTICLE II – TYPES OF MEMBERSHIP

Types of membership

1. The Company provides the following types of membership (hereinafter referred to as "**Membership**"):
 - Membership for an indefinite period
 - Fixed-term membership
 - PROAGE Membership
 - Entry Membership
 - Single entry
 - Online Membership
 - Free entry
2. Each Membership entitles the Member to use the Services of all Clubs (with the exception of PROAGE Membership) during their opening hours in accordance with the Operating Rules of the given Club.

Membership for an indefinite period

3. A Member who has purchased a Membership for an indefinite period of time has the right to use the Services for an indefinite period of time, i.e. until the termination of the Membership by the Company or the Member himself.
4. Membership is established by payment of a pro rata amount of the Membership Fee, if the Membership is established on a day other than the first day of the calendar month, or the Membership Fee for the entire first calendar month of the Membership, if it arises on the first day of the given calendar month.

Fixed-term membership

5. A Member who purchases a Membership for a specified number of months defined in the Price List has the right to use the Services during this period.
6. Membership is established by payment of a pro rata amount of the Membership Fee, if the Membership is established on a day other than the first day of the calendar month, or the Membership Fee for the entire first calendar month of the Membership, if it arises on the first day of the given calendar month.

PROAGE Membership

7. A Member who purchases a PROAGE membership for a specified number of months defined in the Price List has the right to use the Services during this period. PROAGE membership can be concluded for both a definite period of time and an indefinite period.

8. Students up to 26 years of age (with a valid ISIC card), seniors over 62 years of age and severely disabled persons are entitled to conclude the PROAGE Membership Agreement. The Member is obliged to credibly prove the existence of the status under the previous sentence before the establishment of the Membership and at any time during its duration, if requested by the Company. A person working as an employee in the basic components of the Integrated Rescue System pursuant to Act No. 129/2002 Coll. on the Integrated Rescue System, or a professional soldier pursuant to Act No. 281/2015 Coll. on the Civil Service of Professional Soldiers and on Amendments to Certain Acts, as amended, is also entitled to obtain PROAGE membership. In order to obtain PROAGE membership, the Member is obliged to credibly prove membership in the given component of the integrated rescue system or the existence of a professional soldier's service relationship. PROAGE membership is not transferable to another person and can only be used to join the Club for which it was purchased.
9. Membership may be terminated early by notice with a one-month notice period, which begins in the month following the month in which the notice of termination was delivered or notified to the Company and payment of the relevant fees. Other conditions relating to the establishment, termination and termination of PROAGE membership shall be governed accordingly by the terms and conditions for memberships for a definite or indefinite period, depending on the period for which the PROAGE membership is concluded.

Entry Membership

10. On the basis of the Agreement and upon payment of the Membership Fee, the Member is entitled to join one or more Clubs and use the Services in the Club within the framework of individual entries, in the maximum number specified for the Services in the Price List. The Agreement is concluded for a definite period of time specified in the Price List and begins on the first day specified in the Agreement. All unused entries are forfeited upon the expiry of the Agreement without the right to reimbursement.

Single entry

11. The User of the Services of a particular Club is entitled, on the basis of the Agreement and after payment of the Membership Fee, to enter this particular Club and use the Services in this Club during this single entry.

Online Membership

12. A Member who enters into a written Agreement has the right to use the electronic Services of the Online Club on the Company's website for an agreed period of time from the date specified in the Agreement, if the Membership Fee has been paid. The terms and conditions of the Online Membership are set out in the separate terms and conditions.

Free entry

13. Based on filling in personal data, a Member can get 1 free entry to any Club. The provision of Services during this entry is governed by these GTC and other documents of the Company, in particular the Rules of Operation. Free entry can only be used once.

ARTICLE III – ESTABLISHMENT AND TERMINATION OF MEMBERSHIP IN THE CLUB, TERMINATION OF MEMBERSHIP

Formation of membership

1. Membership is established upon the conclusion of the Agreement and (i) payment of the Membership fee for the duration of the Membership in full, or (ii) payment of its pro rata

part (if the Membership begins on a day other than the first day of the calendar month) and the Membership Fee for at least the first full month of the Membership in the case of Membership for a definite period of time or for an indefinite period.

2. The Agreement is concluded in writing (electronic form is possible), including any changes except for the Single Entry. The manner of concluding the Agreement is expressly stated in the written Agreement. The methods of concluding the Agreement are:
 - a) In the case of electronic conclusion by signature or other demonstrable consent of the Member to the Agreement (e.g. via the Application or the Company's website). The Agreement shall enter into force on the date of commencement of the Membership specified in the Agreement, but not earlier than the payment of the first payment of the Membership Fee in the amount and date specified in the Agreement. The moment of payment is the crediting of the agreed first payment of the Membership to the Company's account, or the receipt of a confirmation from the payment gateway for online payment by card, card or cash payment in the Club.
 - b) In the case of non-electronic conclusion by signing the Agreement by both Parties in paper form. The Agreement shall enter into force on the date of commencement of the Membership specified in the Agreement, but not earlier than upon the payment of the first payment of the Membership Fee in the amount and on the date specified in the Agreement.
3. Membership and membership rights arising therefrom apply exclusively to the Member, are not transferable to third parties without the prior written consent of the Company and are not transferred to the Member's legal successors. A request for a Membership transfer must be made via a 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.

Termination of membership

4. The Parties may terminate the Agreement by mutual agreement.
5. Membership (Agreement) for an indefinite period of time also terminates on the basis of the termination of the Member or the Company, even without giving a reason, with a one-month notice period, which begins to run on the first day of the following calendar month after the delivery of the written notice to the other contracting party. Termination of the Membership for an indefinite period of time by notice by the Member may be made at the earliest after the lapse of 1 full month from the beginning of the Membership.
6. Membership (Agreement) for a definite period of time expires on the last day of the period for which the Membership was agreed. The Member is entitled to terminate the Membership prematurely by written notice delivered to the Company. In such a case, membership ends on the last day of the calendar month in which the notice of termination was delivered. The condition for the effectiveness of the termination of the Membership is the payment of (i) all Membership Fees due so far and (ii) all other fees according to the Price List.
7. In the event that the Member finds out that his/her health condition does not allow him/her to continue using the Club Services or the Online Club for a long time, or such continuation could endanger his/her health condition, he/she is obliged to immediately notify the Company of this fact and prove this fact in a reliable manner. Long-term inability to continue using the services for health reasons means a period of at least 6 consecutive calendar months. If the conditions specified in this paragraph occur and provided that the

Member has paid all Membership Fees or other payments at the latest at the time of termination, until the termination of the Agreement, the Member shall be entitled to terminate the Agreement with a one-month notice period, which shall commence on the first day of the following calendar month following the receipt of the written notice to the Company. In the event of pregnancy or switching to a MultiSport card, the Member is entitled to terminate the Membership on the day on which the said fact occurred, without notice and without payment of additional fees associated with the termination of the Membership in accordance with the Price List.

8. The Member has the right to withdraw from the Agreement concluded via remote communication (online) by means of a written notice of withdrawal delivered to the Company within 14 days from the date of conclusion of the Agreement, even without giving a reason. The form for the notification of withdrawal from the Agreement is available on the Company's website and at the reception desks of the Clubs. In such case, the Company shall refund to the Member all payments (including the Membership Fee) made to the Member under the Agreement.
9. The Member does not have the right to withdraw from the Agreement pursuant to point 9 of this Article, the subject of which is the Member's right to use the electronic Services of the Online Club, because the Service is digital content, is not delivered on a tangible medium and is delivered with the Member's prior express consent before the expiry of the withdrawal period from the Agreement, and the Company informed the Member before concluding the Agreement that it does not have the right to withdraw from the Agreement.
10. Membership (Agreement) for a One-Time Entry or Entry Membership expires or one entry is deducted from the use of one entry to the selected Club, i.e. at the moment when the Member leaves the Club after visiting. The validity of the Entry Membership is in the length defined according to the valid Price List. Unused items for the Entry Membership will be forfeited after the expiration of the Membership period specified in the Agreement/Price List.
11. The Company reserves the right to terminate the Agreement with immediate effect if the Member repeatedly (at least 2 times) or substantially violates the Agreement, these GTC or the Club's Operating Rules or if he repeatedly (at least 2 times) ignores the instructions of the Company's management or employees responsible for the operation of the Club and its safety. Any of the following cases is considered to be a material breach of the Agreement: a) providing false information about the Member, b) disregarding the Operating Rules, c) violent behaviour towards other persons in the Club, d) disregarding the instructions of the Club's responsible person (e.g. an employee of the Club, the Company or another authorised person), e) culpable damage to the Company's property or the Club's equipment, f) culpable damage to the health of another person in the Club, g) delay in payment of financial obligations by more than 10 days, h) presentation or promotion of a competing fitness center or provider of similar services as offered by the Company in the Club, i) use of narcotics, psychotropic or other prohibited stimulants on the Club premises, j) committing any other illegal act during and in connection with the visit to the Club. If the Company terminates the Agreement under this clause, it is entitled to retain a proportional portion of the Membership Fee for the duration of the Agreement. In addition, the Member shall be obliged to pay to the Company without delay a contractual penalty in the amount corresponding to the amount of the monthly Membership fee (in the basic amount for the relevant type of Membership, regardless of any discount). This is without prejudice to the Company's claim for damages in full. Membership can be renewed, or a new Agreement can be concluded only if the Member has paid all (including previous) amounts due and payment obligations, i.e. has no outstanding obligations towards the Company. In the event

of a violation of the Club's Operating Rules, or if a Member behaves in a significantly inappropriate manner towards the Company's employees or other Members, the Company may permanently ban such Member from entering; such Member may not have his or her Membership renewed.

12. In the event of an interruption in the provision of Services exceeding 30 consecutive days for reasons attributable to the Company, the Member is entitled to a reasonable extension of the Membership.

Termination of membership

13. A request for suspension of Membership must be submitted to the Company via a form (available on the Company's website and at the reception desk of the Clubs) online or at the reception desk of any Club so that it is received by the Company by the 20th day of the calendar month preceding the calendar month in which the suspension is to be applied. The Member must have paid all obligations to the Company before submitting the application.
14. At the time of termination of the Membership, the Member is not entitled to use the Services. The Membership Fees shall not be paid at the time of termination of the Membership and the Membership shall be extended for the period of interruption, with the Member paying the Membership Fees for the extended period. Also, in the case of Membership for a definite period paid at once, the Membership shall be extended by the given period of interruption under the conditions specified in these GTC.
15. In the case of Memberships that are not specified in Clauses 17 and 18 of these GTC, the suspension of Membership cannot be applied.

Termination of Fixed-Term Membership

16. Upon the written request of a Member with a Membership for a definite period of time or whose Membership for an indefinite period lasts at least 3 months and proves that the Member is not able to perform more than 1 month of sports activities, the Company may suspend the Membership of such Member for a maximum of 2 consecutive calendar months during the duration of the Membership, unless otherwise agreed in writing with the Member. Membership interruption may be charged according to the valid Price List.

Termination of Membership for an Indefinite Period

17. On the basis of a written request of a Member with a Membership for an indefinite period of time lasting at least 3 months and proving that the Member is unable to perform more than 1 month of sports activities, the Company may suspend the Membership of such a Member for a maximum of 1 calendar month for 12 consecutive months, unless otherwise agreed in writing with the Member. Membership interruption may be charged according to the valid Price List.

Transfer of Membership for a Definite Period

18. Upon the Member's request, it is possible to transfer the Membership for a definite period of time to another person who agrees to the transfer. The Company can request the transfer of the Membership to another person at the reception in any Club. These GTC and other terms and conditions for the provision of Services shall apply to the Membership Holder in full.

ARTICLE IV – MEMBERSHIP FEES, PAYMENT TERMS

1. For the Services provided, the Member is obliged to pay the Company Membership Fees in the amount specified in the Price List for the given billing period (hereinafter referred to as the "**Membership Fee**").
2. Membership fees can be paid directly in the selected Club or remotely, via the mobile application operated by the Company, in which the Member has created a profile and duly activated this profile. The Mobile Application allows the Member to pay the Membership Fees via a payment card or payment gateway (including the possibility to choose an automatically recurring payment; more information regarding automatic payments is provided in Clauses 15 - 22 of Article IV of these GTC), if technically enabled by the Company. Membership fees can also be paid with vouchers from companies (e.g. MultiSport) with which the Company has a contract.
3. The billing period of the Membership Fee is one calendar month, unless otherwise stated. The billing period of the Fixed-Term Membership is (depending on the Member's request) either 1 calendar month or more calendar months. The billing period for Indefinite Membership is 1 calendar month. The billing period for Membership for Single Entry is one visit. The billing period of the Entry Membership is the validity period specified in the Price List. The membership fee must be paid prior to the provision of the Service.
4. The membership fee for the entire billing period for Fixed-Term and Indefinite Membership is payable at the conclusion of the Agreement. At the Member's request approved by the Company, the Membership Fee for Fixed-Term and Indefinite Membership may be paid in monthly instalments payable no later than the last day of the previous month.
5. The pro rata portion of the Membership Fee shall be calculated as a percentage of the monthly Membership Fee, which corresponds to the number of days remaining from the Membership date to the end of the month in which the Membership was created and the number of days in the relevant month. It is also used for installment Memberships for a definite period of time and for an indefinite period and is not counted as the first month of the Agreement. The first day of the Agreement is the first day of the entire calendar month. The pro rata part of the first month of the Agreement is considered to be the zero month of the Agreement.
6. Unless expressly stated otherwise herein, the Membership Fee for the first full calendar month and (unless the Membership begins on the first day of the calendar month) shall be payable at the conclusion of the Agreement. The membership fee for each subsequent month of Membership for a definite period of time and for an indefinite period of time, paid monthly at the latest, is payable on the last day of the previous month at the latest. For the purposes of these GTC, the term "payable" refers to the crediting of a payment to the Company's bank account.
7. In the event that the Member is in arrears with the payment of the Membership Fee (or any part thereof) or any other payment to be made to the Company, the Company has the right to deny the Member access to the Clubs until he/she has paid the amount due in full and to unilaterally suspend the provision of the Services until then. This is without prejudice to the Member's obligation to pay the relevant Member Fees for the period when the provision of the Services was interrupted.
8. If the Member is in arrears with the payment of the Membership Fee by more than 14 days, the Agreement shall be automatically terminated on the last day of the calendar month in which the 14th day of the delay in payment of the Membership Fee expires. However, if the Member pays all amounts due in the period by the end of the relevant calendar month, the

Agreement shall not expire. If the Agreement is terminated pursuant to this clause, the Member shall be obliged to pay the Membership Fee for the entire month in which the Agreement is terminated and shall also be obliged to pay all previous outstanding payments; The Company is also entitled to require the Member to pay a fee in the amount specified in the Price List.

9. The fact that a Member does not use the Club Services does not relieve him of the obligation to pay the Membership Fees. With the exceptions specified in these GTC, the Company does not provide compensation or refund of Membership Fees due during the term of the Agreement.
10. The Company reserves the right to modify the Price List and in particular to unilaterally increase the Membership Fees due to changes in the relevant legislation of the Slovak Republic, in particular if VAT rates or other taxes and/or fees that will apply to the provision of Services increase after the conclusion of the Agreement. If such an increase exceeds 10% of the original Membership Fee, the Member has the right to terminate the Agreement with a one-month notice period, which runs from the first day of the month following the delivery of the notice to the Company; however, the right to terminate the Agreement expires on the 30th day from the notification of the change in the Price List to the Member.
11. The Company further reserves the right to increase the Membership Fees at the beginning of each calendar year by a percentage rate corresponding to the average year-on-year inflation rate in the Slovak Republic for the previous calendar year, expressed by an increase in the average annual consumer price index published by the Slovak Statistical Office. This increase applies to all Membership Fees from the date of publication of this increase on the Club premises and on the Company's website.
12. The Company shall announce changes to the GTC on a durable medium 30 days before the effective date. If the change constitutes a material change to the detriment of the Member, the Member has the right to terminate the Agreement without penalty as of the effective date of the change.
13. Membership fees may be paid depending on the type of Membership expressly enabled by the Company. The specific method of payment of the Membership Fees shall be communicated to the User by the relevant Club or Company when concluding the Agreement.
14. The Company shall be entitled to assign any claims against the Member for payment of the Membership Fees or other amounts owed to a third party. The Member will be informed about the assignment on a durable medium and all consumer rights will be preserved by the assignment.

Consent to recurring payments

15. By ticking the "I agree with recurring payments" button, the member or cardholder expresses explicit consent to the establishment and execution of recurring payments and to the storage of payment data on the side of the PayU payment gateway and thus agrees to the automatic payment of the Membership fee in accordance with the valid Price List without the need for additional payment authorization by the payment card holder.
16. The method of payment by automatic payment of the fee is usually set for an indefinite period of time, with the cardholder being able to change it or cancel it at any time in accordance with the Agreement and the GTC. The frequency of automatic payment of fees will correspond to the current Price List of the Company.

17. The Member may authorise a payment card other than the one originally entered for recurring payments (e.g. in the event of an impending expiration). The change is requested via the mobile application or by sending a request to the Club's e-mail, which is accessible on the Company's website.
18. Payment data, in particular payment card numbers and other data entered during payment, are not shared by the payment gateway with the Company and the Company does not have access to them. The payment gateway handles payment card data according to the international security standard PCI-DSS Level 1 (this is the highest level of data security in the payment card processing sector), while payments through the payment gateway are fully secured and all information is encrypted.
19. After payment of the Membership Fee, a confirmation will be sent to the Member's e-mail on the next business day that a recurring payment has been made.
20. Until the Agreement terminates or the Member requests the cancellation of recurring payments, the payment for that Membership will be automatically deducted on the first day of the next Membership period chosen by the Member when concluding the Agreement.
21. After each automatic payment, the Member will be notified of the payment by e-mail, which will include the relevant invoice. In the event of an unsuccessful debit from the card, the Member will be notified by e-mail of the unsuccessful withdrawal along with instructions on how to proceed in this case. If no payment is made even after notice, the Company has the right to withdraw from the Agreement, the subject of which is the provision of Services, under the conditions set out in the GTC.
22. The Member has the right to request the Company to ensure the cessation of recurring payments at any time by e-mail to the Club's address, which is accessible on the Company's website or in person at any Club.

ARTICLE V – LIABILITY OF THE PARTIES

1. The Company is liable for damage to the property or health of Members (for the purposes of this article, authorized users of the Services who are not Members are also considered Members) in the event that it arises from a culpable (whether intentional or negligent) breach of the obligations of the Company or its employees.
2. The Member shall be liable to the Company for damage caused to the Company or its subcontractors by breach of his/her legal or contractual obligations arising from the relevant legal regulations, the Agreement, these GTC or the Club's Operating Rules.
3. For storing things (except money and other valuables) of Members, wardrobes are available. A member is responsible for securely locking their wardrobe. If the locker is not locked, the Company is not obliged to compensate for damage to the things stored in it in the cases stipulated by law. For money and other valuables, there are safe deposit boxes in the Club. The Company is only liable for money and valuables if they have been handed over to designated safe deposit boxes or separately taken for safekeeping. The provisions of this article do not exclude or limit the liability of the Company to the extent that it is not permitted by law (in particular for damage caused intentionally or by gross negligence).
4. Before using the Services, the Member is obliged to familiarize himself in detail with the Club's Operating Rules, which are available in each Club. When using the Services, the Member is obliged to comply with the Club's Operating 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. In the cases stipulated by law, the Company is not obliged to compensate for damage to health or property incurred by the Member as a result of failure to comply with the obligations specified in the relevant legislation, the Agreement, these GTC or the Club's Operating Rules, or as a result of failure to comply with the instructions of the Company, its employees, instructors or trainers. In the cases stipulated by law, the Company is not obliged to compensate for damage to health or property caused by the Member intentionally, negligently or through its own fault through no fault of the Company.
6. The Company is not responsible for the manner in which the Services are used by the Member, it is not obliged to provide advice, instruction or other guidance for this purpose. The Member is obliged to manage the use of the Services in such a way that his actions do not cause harm to himself, other persons present in the Club or the Company.
7. All content of the Company's website is protected by copyright in accordance with applicable law. The User may not copy, store, distribute, make available to third parties or commercially use any part of the content without the prior express written consent of the Company. For more information on possible commercial uses, please contact the Company at the Company's email address listed on the Company's website.

ARTICLE VI – FINAL PROVISIONS

1. The Member is obliged to notify the Company of any change in the personal and contact details specified in the Agreement without undue delay after such a change has occurred.
2. The Company will send all documents to the Member by registered mail to the address specified in the Agreement or to the Member's last specified address or electronically to the e-mail address specified in the Agreement or to the latter e-mail address. Documents sent by e-mail to the address specified in the Agreement shall be deemed to have been delivered on the third day after dispatch, unless the Company receives feedback on non-delivery; documents pursuant to Sections 15 and 20 of Act No. 108/2024 Coll. on Consumer Protection are always sent by the Company on a durable medium.
3. The Company shall provide the Member with information pursuant to Sections 5 and 15 of Act No. 108/2024 Coll. on Consumer Protection prior to concluding the Agreement. The Company shall confirm the contract concluded at a distance on a durable medium at the latest at the commencement of performance; The confirmation also includes instructions on withdrawal (including a sample form).
4. The Company processes the Member's personal data specified in the Agreement or shared with it by the Member for the purpose of concluding and performing the Agreement for the purpose of fulfilling its legal obligations or sending commercial communications with the Member's consent, or for another purpose for which the Member has given his/her consent, in accordance with the Company's Personal Data Management Policy.
5. The processing of personal data is carried out in accordance with Regulation (EU) 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 Slovak legislation and in accordance with the Company's Principles of Personal Data Management, which are publicly available on the Company's website, and which indicate how the Company handles the Member's personal data, what information about the Member is stored, how this information is used, to whom it is made available and other data within the meaning of this Regulation. The principles of personal

data handling also contain a list of all rights of the Member in connection with the processing of personal data, in particular the right to information, rectification, erasure and the right to withdraw consent to processing at any time. In connection with the processing of personal data, our Company declares that i) it processes personal data in accordance with legal requirements, ii) it has ensured that persons authorized to process personal data undertake to maintain confidentiality or that they are subject to a legal obligation of confidentiality, iii) it has taken appropriate technical and organizational measures to ensure the necessary level of personal data security, and iv) in the event of a personal data breach with a threat to the right to natural freedoms natural persons shall be informed by the supervisory authority and, where applicable, by the persons concerned.

6. The Company is entitled to temporarily or permanently change the scope of the Services provided by the Club or the address of the Club at any time, without prejudice to the other terms and conditions of the existing Memberships. The Company is not responsible for any temporary limitation of the Services resulting from force majeure (including a regulation of the Government of the Slovak Republic or any other public authority) and the Member is not entitled to any compensation.
7. The Company is entitled to unilaterally change the Club's Operating Rules or the Price List at any time. With the exception specified in points IV.10 and IV.11 above, the changes in the Price List do not apply to the Membership existing at the time of the change. Changes to the Operating Rules are effective for the Member on the day of publication on the premises of the Club.
8. The Company is entitled to unilaterally amend these GTC in the event of legislative changes in the relevant legislation, in the event of changes in the identification data of the Company, in the event of changes in the market for the provision of services in the field of fitness centers and related services provided by the Company to its Members, in the event of changes in economic conditions, or in the event of organizational changes on the part of the Company capable of affecting the provision of Services. In such a case, the Company is obliged to publish 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 before the planned effective date of the changes. In the event that the Member does not agree with the amendment of the GTC, he is obliged to notify the Company of this fact before the planned effective date of the change and terminate the Agreement. The Member is entitled to notify the Company of his/her disagreement and to terminate the agreement on the date of the planned effective date of the change. If the Member continues to use the Services even after the expiry of the date of the planned effective date of the change to the GTC, it is considered that the Member agrees with the proposal. If expressly granted, changes to the GTC enter into force on the effective date of the changes.
9. The current wording of the GTC is always available on the Company's website, on the premises of the Club and on request at the Company's registered office.
10. Any invalidity or ineffectiveness of any provision of these GTC shall not affect the validity and effectiveness of the remaining provisions. If the Club is operated by several companies with which the Member has entered into a Membership, the Member is obliged to fulfill his obligations and is entitled to exercise his rights simultaneously against only one of these companies (but always to comply with the rules applicable to the Club he attends) and vice versa, only one of these companies can simultaneously exercise its rights and is obliged to fulfill its obligations towards the Member.
11. In matters not expressly regulated by these GTC, the mutual rights and obligations of the Contracting Parties shall be governed by the law of the Slovak Republic. The courts of the

Slovak Republic shall have jurisdiction to hear and decide disputes arising from or related to the Agreement or the GTC.

12. The rights and obligations of the Member and the Company regarding the rights arising from defective performance are governed in particular by the Civil Code and other generally binding legal regulations. Visitors may submit any complaints about the quality of the services provided or deficiencies in the Club's facilities in person to one of the Club's managers, or in writing through the Club's reception or by email to osobneudaje@formfactory.sk. Any disputes between the Member and the Company may be subject to alternative dispute resolution. Alternative dispute resolution consists in the possibility for the Member, as a consumer who is not satisfied with the way the complaint was handled by the Company, or who believes that the Company has violated his rights, to turn to the Company with a request for redress. If the Company rejects the request of the Member as a consumer or does not respond to it within 30 days from the date of its sending, the Member as a consumer has the right to submit a proposal to initiate alternative dispute resolution to an alternative dispute resolution entity pursuant to Act No. 391/2015 Coll. on Alternative Dispute Resolution for Consumer Disputes and on Amendments to Certain Acts. The authority competent for out-of-court settlement of consumer disputes arising from the Agreement is also the Slovak Trade Inspection, Bajkalská 21/A, P. O. BOX 29, 827 99 Bratislava, or another competent authorized legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic - <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>
13. A member has the right to choose which of the above entities to turn to, without prejudice to the possibility of going to court.
14. These GTC are valid and effective from 1.3.2026