

LIFE1 FITNESS NYUGATI POLICY

Operator of LIFE1 FITNESS NYUGATI Club:

Fitness Vision Hungary Limited Liability Company (company seat: 1134 Budapest, Váci út 29-31., Trade registration number: 01-09-376249, tax number: 12459872-2-42, hereinafter referred to as: the 'Operator')

Address of Life1 Fitness Nyugati Club: 1066 Budapest, Nyugati tér 1-2.

The purpose of this present Policy is to determine the rights and obligations and the behaviour of persons staying in the area of Life1 Fitness Nyugati Club (hereinafter referred to as: the Fitness Club) or taking the services of the Fitness Club (hereinafter referred to as the Guests) and the other persons also staying in the area of the Fitness Club (hereinafter collectively referred to as: the other persons) among one another, as well as all the standard rules which are inevitable so that the services of the Fitness Club may be provided at a high standard and taken safely.

This present Policy also sets forth the provisions appertaining to the proper use of the services of the Fitness Club, the preservation of its machinery, facilities and equipment, as well as its safe operation.

The Operator is entitled to amend this present Policy unilaterally at any time, which amendments are published on the website (www.life1.hu) and in the Fitness Clubs.

1. General provisions

1.1. Personal and Territorial Scope of Policy

The personal scope of this present Policy applies to anyone who stays in the area of the Fitness Club in order to take the services of the Fitness Club or for any other purpose, or registers on the online platforms of the Fitness Club (www.life1.hu) (Guests and other persons).

This present Policy of the Fitness Club is freely available for inspection at the reception of the Fitness Club for each Guest taking the services. Taking the services and filling in the Registration datasheet in the Fitness Club or on the online interface of the Fitness Club (www.life1.hu) also means accepting the Policy at the same time.

The territorial scope of this present Policy extends the area used by Life1 Fitness Nyugati Club.

1.2. Opening hours of the Fitness Club

The Fitness Club is open from Monday to Friday: from 6am to 10pm, Saturday and Sunday from 8am to 10pm but the operating company reserves the right to change the opening hours.

On public holidays, the opening hours develop according to the prior information provided by the Fitness Club.

Guests taking the services of the Fitness Club are obligated to leave the complex in time taking into consideration the closing time.

The sports services and catering services of the Fitness Club may only be used during the opening hours of the complex (with the exception if the same is in line with the law and is permitted by the operator in advance).

The operator of the Fitness Club reserves the right to hold private events in the entire or partial area of the complex, excluding the regular circle of Guests.

The Operator reserves the right to close temporarily in the case of any power/water supply cut-off due to a technical problem or maintenance, or in the case of a Force Majeure event which endangers the safe operation. The Operator informs the guests of the scheduled closures on the online interfaces or in the Fitness Club.

1.3. General provisions in relation to taking the services

1.3.1. Services

The following services can be taken in the area of the Fitness Club:

- gym
- personal training
- group classrooms - group classes
- other services for children (e.g.: children's fitness)
- sauna
- solarium

The services of the Fitness Club can only be taken with a valid daily ticket, season card or within the framework of other contracts or agreements concluded by and between the Fitness Club and another party (e.g.: Sports card).

The services which can be taken expressly independently, without purchasing a season card/admission card, (such as therapeutic gymnastic, hairdressing, pedicure, cosmetics, etc.) are an exception to this. In such a case Guests may enter the area of the Fitness Club accompanied by the service provider concerned.

1.3.2. Registration

Before the first entry each guest is required to fill in the registration form on the online interface of the Fitness Club (www.life1.hu) or if it is not available, then the Registration datasheet provided at the reception, in which the guest accepts the content of the Policy of the Fitness Club and acknowledges that compliance with it is checked by the staff of the Operator.

The Operator processes the data of the natural persons using the services or entering the area of the Operator based on the data procession information note elaborated in conformity with REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL 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), as well as Act CXII of 2011 on Informational Self-Determination and

Freedom of Information. A printed copy of the information note is available at the reception and on the website of the Fitness Club (www.life1.hu).

In the case of minors between the ages of 14 and 16, the statement of consent of the legal representative/parent is also necessary for the valid registration, which statement of consent is available at the premises of the Fitness Club and can also be downloaded from the www.life1.hu website. In the case of a registration via the Internet, the consent is actually provided by filling in the form downloadable from the website and handing it over personally during the first visit of the minor or sending it back by way of e-mail or post.

In the case of a minor below the age of 14, the registration may only be made by the legal representative/parent on behalf of the minor.

The Operator is entitled to request the personal identification documents of the guest to verify the correctness of the personal data.

1.3.3. Entry to the Fitness Club

The Fitness Club may only be visited with a Life1-Gilda Max magnetic card. The price list contains the actually valid price of the magnetic card. The price of the magnetic card is not refunded – even if our guest does not wish to visit the Life1-Gilda Max Fitness clubs in the future.

Guests have to retain the magnetic card received at the time of their first entry upon payment of compensation, if they wish to use the services of Life1-Gilda Max Fitness Club in the future. The services of the Fitness Club cannot be taken without a personal magnetic card displaying the name of the holder. In the case of losing the card, the Guest is required to buy a new one at the actually valid price of the card if he or she wishes to use the services of the Fitness Club.

The magnetic card issued with a name, a portrait photo and an ID is strictly personal – only its holder can use it in the area and take the services of the Fitness Club. The magnetic card and the services purchased are not transferable. The Operator is entitled to ask for the personal identification documents of the guest to check the data. If it is proved that the person entering the area of the Fitness Club is not the holder of the card, then the guest concerned can be excluded from the service without further justification.

Entry to the area of the Fitness Club is only permitted with a valid daily ticket or a season card. The fees for the services are to be paid in advance at the prices given in the actually valid price list.

The services purchased are registered on the personal online account and on the personal magnetic card of the Guest. The season cards are personal and these cannot be transferred to or given into the use of another person. The discounted season cards can only be used and the entries are only permitted subject to presenting the certificate entitling the holder thereto (e.g.: a student card with a photo). The Fitness Club is entitled to check the certificates presented – especially the validity thereof.

Upon the expiry of the season card no unused amount of time or money may be taken over for the next season card.

Season cards may only be suspended or extended only in the case of presenting a medical certificate. The Guests may contact the sales representative if they wish to suspend their

cards. The email address is sales@life1.hu. The length of the illness or treatment indicated in the medical certificate is governing the duration of the suspension or extension.

The regular season cards and admission tickets are not valid for the occasional events which differ from their prices and programs advertised in the timetable in respect of their content.

In the case of any decrease in services due to a technical failure, the Operator reserves the right to decide within its scope of competence whether or not the fee will be modified.

When Guests leave they are obligated to return all the equipment (towel, sports equipment, etc.) they took over at the reception when they entered. Guests are fully liable against the operator for the equipment handed over to them when they entered.

1.3.4. Provisions appertaining to making image and sound recordings

If advertising materials (video or photo recordings) are made within the area of the Fitness Club to illustrate or popularise the activities or services of the operator for whatever reason, then the users/guests simply by staying in the Fitness Club automatically provide their consent to making the video or voice recording and to the operator's publishing the aforesaid recordings and using the same in whatever manner – without any spatial or temporal restrictions, including all and any usage.

In this scope, the Operator is entitled to broadcast the recordings to the public in whatever manner, including the case when the recordings are made available to the public by cable or any other means or in any other manner so that the members of the public may access these recordings from a place and time individually chosen by them. The usage permit shall also be extended to ceding or transferring the usage rights acquired herein in full. The users, guests staying at the event shall not be entitled to a countervalue in return for the consent defined herein, they shall not claim the same and they shall expressly give a waiver thereof by participating at the venue.

1.3.5. Locker rooms

Working out in the Fitness Club is only possible in appropriate sports outfit (sports shoes, T-shirts, vests, tops, sports trousers). Working out half-nakedly, in slippers, sandals, or with the exception of some holistic group lessons, barefoot is not allowed. Wearing any outdoor shoes is forbidden.

So that the persons taking the services can change their clothes the Fitness Club provides locker rooms and lockers developed suitably for the different sexes.

The lockers may be used while Guests stay in the Fitness Club.

A padlock is required to lock the lockers of the Fitness Club. Guests themselves have to provide for the padlock, with the exception of their first visit. The diameter of the padlock for closing the doors is 6 mm.

Padlocks can be purchased or rented at the Fitness Club – the actually valid price list contains the prices.

In the case of renting a padlock, the padlock and its key are handed over at the reception in return for a deposit. Guests are required to return the rented padlock and its key at the reception upon leave when they are refunded the deposit simultaneously.

The Operator opens up and empties the lockers left locked every evening/night. The objects found in the locked lockers can be taken over at the reception for one week.

The Operator cannot assume any responsibility for the objects left in the areas, the lockers and the safe deposit box.

Guests can leave their valuables at the safe deposit box next to the reception.

1 hanger belongs to each locker. Taking the hangers out of the area of the Fitness Club is forbidden.

The use of slippers is obligatory in the locker room and shower room, as well as in the sauna foreground.

Using a towel is required in the area of the Fitness Club to maintain the hygienic environment.

Towels can be rented at the reception.

1.3.6. Objects found

Guests are responsible for any occurrences, damage resulting from the loss or unlawful appropriation of any clothing, valuables or moveable property taken into the Fitness Club.

All guests are required to submit the objects found at the reception of the Fitness Club in a documented manner. The Operator reserves the items found for three months and then sells them.

1.4. Concrete provisions in relation to taking the services

Guest are obligated to observe this present Policy and keep cleanliness, and are essentially expected to respect other guests and behave in a civilised manner in the area of the Fitness Club.

All Guests can solely take the services at their own responsibility and risk.

The services of the Fitness Club can only be taken in a proper psychological, physical and medical condition.

The services of the Fitness Club can only be taken wearing an appropriate outfit (sportswear) and closed indoor shoes. In the course of taking the services, visitors are required to wear clean, decent and appropriate clothing – especially one which does not cause any risk of accident.

The services of the Fitness Club may be used by a minor in such a way that only minors above the age of 16 may enter the group classes independently if the relevant coach has given consent to the minor to attend the class; minors under the age of 16 may only enter under the supervision of a parent if the coach has given consent to the minor to attend the class, while minors can only enter the gym if they are above the age of 16 and a personal trainer or coach assists carrying out the exercise.

In the course of using the services, only beverages in a sealed plastic bottle may be consumed.

It is forbidden to place dumbbells, heavy or other personal items on the machines covered with leather.

It is strictly prohibited to disturb any person carrying out any exercise or taking any service.

People with infectious diseases cannot take the services.

Guests are not allowed to operate the devices and equipment supporting the sports services – including, in particular, the thermostats of the air-conditioner or the sauna, etc. – and they cannot change their settings. Any relevant requests can be announced at the reception.

1.5. Provisions in relation to objects and materials which can be taken to the area of the Fitness Club

It is forbidden to pursue the following activities or to take the following objects to the area of the Fitness Club:

- smoking, consuming alcoholic beverages, drugs, illicit performance enhancing drugs, narcotics;
- any hazardous substances and/or objects (firearms, ammunition, explosives, blasting agents, pyrotechnics devices);
- live animals, food, beverages (except for the products sold in the canteen of the Fitness Club);
- In order to prevent any fire it is forbidden to pursue any activity which may cause a fire.
- any activity which disturbs others through intensive noise, odour or other environmental harm;
- enter the locker room, shower room or convenience of the other sex;
- to pursue any activity or display any conduct which falls outside the scope of the services of the Fitness Club, violates the law or is contrary to good morals, constitutes a criminal offense, or violates public morality;
- to pursue any commercial activity, place any advertisement or other marketing materials, make any audio or video recording, provide music without the permission of the Fitness Club; or to organise or participate in gambling.

Only the products (food, beverages, other consumables) which are sold in the Fitness Club may be consumed in the area of the Fitness Club. Taking a meal or consuming any food is only permitted at the designated area.

The following items can only be placed in the area of the Fitness Club based on the prior written consent of the Fitness Club:

- gaming machine, children's toys, other machines serving guests, decoration lighting, electronic equipment of common use, etc.;
- other decorative elements (decoration, plants);
- advertising, promotion, propaganda materials or leaflets.

All the persons taking the services and the other persons staying in the area are also obligated to reimburse the damage caused to the Fitness Club by breaching the above provisions – including also the case, when the Fitness Club is obligated to accept responsibility against other persons instead of the person causing the damage.

1.6. Professional support in relation to taking the services

In the Fitness Club, only persons with qualifications in conformity with the relevant applicable standards and authorized by the Fitness Club are entitled to conduct any professional sports activities, workout or any other training activities or to provide instructions. Persons taking the services may only request and accept advice from these persons in relation to the services.

The Fitness Club excludes any liability for any personal injury, property damage, or any other damage or injury resulting from information received from other persons.

First Aid Boxes are available in the area of the Fitness Club to provide first aid to people who have suffered an injury in the area of the Fitness Club.

1.7. Rules for responsibility

The devices in the Fitness Club area may only be used and the services may also only be taken for their intended purpose. In respect of the intended use, only the information and instruction provided by an appropriately qualified coach authorised by the Fitness Club to deliver personal or group classes may be accepted. The Fitness Club cannot take any responsibility for the consequences of accepting information provided by other persons in the Fitness Club area.

In addition, the Fitness Club cannot be held liable for compensation for any personal injury or property damage resulting from the use of the equipment by the person taking the service in a manner contrary to its intended use, or due to non-compliance with the regulations of the law or this present Policy, or if caused by the injured person's own behaviour. The person causing the damage is responsible for reimbursing such damage.

Everyone can only stay in the area of the Fitness Club at their own risk, and the services of the Fitness Club may only be taken at everyone's own responsibility and risk.

Visitors experiencing any exceptional events equipment failures, and violations of this present Policy occurring in the area of the Fitness Club are required to report it to the Receptionist without delay in order to prevent any further damage. Should visitors fail to comply with this obligation, they will be required to reimburse the resulting damage to the Fitness Club or the injured third party.

The Fitness Club provides lockers and the use of the safe deposit box free of charge for those taking the services of the Fitness Club. The lockers and the safe deposit box may only be used for their intended purpose. Guests are required to keep the key to the locker/padlock, safe deposit box in their possession and in a safe place which is not accessible for others.

The Fitness Club assumes no responsibility for any damage to, theft or loss of any objects left in the locker room, lockers, safe deposit box, or put down or placed in the area of the Fitness Club in the course of sports or workout activities or waiting.

Visitors are obligated to reimburse the Fitness Club all the damage they cause.

2. Special provisions for using the services of the Fitness Club

2.1. Gym

Using a towel is required while working out on the machines. Persons taking the service are obligated to clean the machines after use with the disinfectant fluid and paper towel.

Workout in the gym is subject to wearing appropriate sports outfit (sports shoes, T-shirts, vests, tops, sports trousers). Working out half-nakedly, in slippers, sandals or barefoot is not allowed. Wearing any outdoor shoes is forbidden. The room coaches, personal trainers and managers working in the area of the Fitness Club are entitled to draw the attention of the visitors to the proper use of the appropriate sports outfit.

Persons using the services are obligated to set back the machines to the default position, replace the hand-held and disc weights to their storage place after finishing the training. The coach on duty in the room is obligated to check this and draw the attention to this.

The training machines and equipment may only be used in conformity with their intended purpose, taking into consideration the build-up and physical condition of the person using them at his or her own responsibility, with the help of the professionally prepared personnel (room coach) upon request. If persons use the services in spite of the inadequacy of their medical, psychological or physical condition, then the Fitness Club cannot assume any liability for any personal injury or material damage resulting from using the service.

Persons taking the services are obligated to act with increased care in the course of using the machines or carrying out the exercise and use them or carry them out particularly without endangering the health or corporeal integrity of others.

Beverages may only be taken into the gym in sealable plastic bottles and taking in or consuming any other food or beverages is strictly forbidden.

Children under the age of 16 may not stay in the room. Persons between the ages of 16 and 18 may only stay in the gym if a personal trainer oversees the guests in the course of using the services.

The personal training available in the gym is a service the fee for which in addition to the daily entry fee is included in the actually valid price list.

2.2. Group classrooms

Guests can only participate at group classes with a valid daily ticket or season card.

Guest may only stay in the group classrooms in the presence of the coach.

Places can be booked for the group classes in the online class booking system of the Fitness Club, guest can occupy the spaces freely available when they arrive. The actually valid Class Booking Policy contains the rules for group class bookings, this Policy is available for the users at the Fitness Club and on the online surfaces of the Fitness Club. Guests making a booking for a group lesson automatically accept the Class Booking Policy.

Children under the age of 16 may only participate at the group class if supervised by a parent and if the coach permits it, taking into consideration whether or not the activities of the class concerned are appropriate for young people in respect of loading. Minors between the ages of 16 and 18 may participate at the group class if the coach conducting the class has given his or her approval.

The maximum number of guest which can participate at the group classes varies in function of the type of the class and is determined in advance.

Classes generally lasts for 50 minutes – any difference will be indicated in the timetable.

When entering the group classroom, our guest is required to have the Life1-Gilda Max card read at the card reader installed in the rooms. If the guest has a valid entry to the class, then the reader will turn green – only in this case is it possible to attend the group class. In addition, before the classes begin, the trainer is entitled to check whether the guest arriving at the class has the right to attend it, if necessary by means of a roll-call. The trainer is entitled to inspect the magnetic card of the guest to check the personal identity and the user is required to present it.

Entering and workout in the gym is subject to wearing appropriate sports outfit (sports shoes, T-shirts, vests, tops, sports trousers). Working out half-nakedly, in slippers, sandals is not allowed. Working out barefoot is permitted upon the recommendation of the coach, in the case of certain types of classes. Wearing any outdoor shoes is forbidden. The aerobic coaches and managers working in the area of the Fitness Club are entitled to draw the attention of the visitors to the proper use of the appropriate sportswear.

Using a towel is required in the course of the class.

Guests arriving after the warm-up may only participate at the class at their own risk. The Fitness Club is not obligated to compensate for any injury resulting from failure to warm up. The coaches are entitled to exclude guests if they arrive late (10 minutes) after the beginning of the class – in order to avoid any risk of accident or disturbing other guests.

Guests are required to follow the instruction of the trainer. The trainer is entitled to exclude a guest who does not follow his or her instructions from the class. In the case of an exclusion, the guest is not entitled to claim the reimbursement of the countervalue of the not used or commenced class – including also the time-proportionate value thereof.

The devices to be used during the class may only be used in accordance with their intended purpose, the build-up, psychological, medical or physical condition of the person taking the services, in accordance with the instructions of the trainer.

The persons using the services are obligated to set back the machines they used to the default position and replace the devices to their storage place after the class.

The use of a mobile phone is not recommended during classes.

The Operator reserves the right to change the timetable and the coach.

2.3. Sauna

In respect of the sauna, this present Policy repeatedly and explicitly states that the sauna may solely be used in proper psychological, physical and medical condition at the responsibility of the user.

The sauna may only be used using a towel and suitable – environmentally- and sauna-friendly – slippers.

Stepping on the benches in the sauna wearing slippers is forbidden.

Volatile oil may only be used in the sauna within bounds, taking into consideration others, as well.

All persons taking the services are required to use the sauna according to its intended purpose.

Persons suffering from infectious diseases may not enter the sauna.

In the course of using the sauna, each guest is required to pay attention to his or her own condition, tolerance.

In the course of using the sauna, persons taking the service are required to pay attention to the corporeal integrity and medical condition of others and use the sauna without causing any danger thereto.

The alarm bell may only be used in justified cases.

2.4. Solarium

The solarium can be used for a fee which is payable in addition to the daily entry fee. Information on starting the solarium is provided at the reception of the Fitness Club.

Guests are required to use the solarium according to its intended purpose and to clean it with the disinfectant liquid and paper towels provided before and after using it.

3. Miscellaneous provisions

If the person taking the services or any other person behaves in a manner which violates the rules of this present Policy or if the person taking the services seems unfit for taking the services based on his or her medical, psychological or physical condition, then the Operator is entitled to warn the person thereto.

If the warning given due to violating the rules of this present Policy proves to be unsuccessful, the colleague of the Fitness Club is entitled to summon the person concerned to leave the premises. If the person taking the services conducts a behaviour violating the

provisions set forth in this present Policy several times, then based on the decision of the Operator of the Fitness Club, the person concerned may be prohibited from taking the services temporarily or finally.

The Fitness Club expressly reserves the right to restrict or prohibit taking the services of the Fitness Club by means of a verbal or written statement made without any summon if, in the opinion of the Fitness Club, the behaviour, conduct, statement or any act of the person concerned (taking the services) is in conflict with the business policy, marketing and ethical principles or interests of the Fitness Club. Persons taking the services expressly accept this present provision and take note that the Fitness Club is entitled to exercise this right unilaterally.

The person who is expelled and/or excluded from the Fitness Club or whose right to take the services is restricted shall not be entitled to raise any claim for damages against the Fitness Club.

The colleague of the Fitness Club is entitled to notify the competent security service or the authorities in the cases falling outside the scope of his or her eligibility to take measures.

Guests are entitled to make their observations or lodge their complaints at the Reception either verbally or in a written form in the visitor's book to be found there.

Persons taking the services are required to report any extraordinary event occurring in the area of the Fitness Club primarily at the reception, furthermore, to make a statement thereon in a protocol upon the request of the colleagues of the Fitness Club.

In the case of extraordinary events the following services have to be telephoned:

General emergency service, Ambulance, Fire Service, Police: 112

The above Policy is effective as of 10th June 2023

Dated: Budapest, 10th June 2023

István Karó
managing director
Fitness Vision Hungary Kft.