

Gym Eesti General Terms

1. Applicability

1.1. The General Terms apply to all individuals using Gym Eesti's services.

2. Basic terms

2.1. The Contract, General Terms, Internal Rules and Price List use terms according to the following meanings:

2.1.1. „**Client**” – The individual using Gym Eesti services;

2.1.2. „**Contract**” – The Client Contract concluded between Gym Eesti and the Client stipulating conditions for use of Gym Estonia services;

2.1.3. „**General Terms**” – These General Terms that apply to the Clients using Gym Eesti services;

2.1.4. „**Gym**” – The gym(s) operated by Gym Eesti;

2.1.5. „**Gym Eesti**” – Gym Eesti OÜ, registry code 14304459;

2.1.6. „**Internal Rules**” – The rules set by Gym Eesti for use of their gym(s) and services, which are posted in the gyms and online on the Gym Eesti website;

2.1.7. „**Price List**” – The part of the Contract that sets out the fees for gym use and contractual penalties.

3. Concluding a Contract

3.1. The Contract can be concluded on the Gym Eesti website (www.gymeesti.ee). The Client selects the type of service desired (the training package), the first day that the contract becomes effective, enters the personal data required to conclude the Contract, confirms that he/she has read and accepted the terms of the Contract (including the General Terms, Internal Rules and Price List) and enters his/her payment information to pay for the services selected. The first day that the Contract becomes effective must be less than 7 (seven) days from concluding of the Contract. The Contract is considered concluded when the Client has confirmed the payment.

3.2. After the payment is made, the Client receives an e-mail confirmation that the Contract was concluded and information on how to save the Contract.

3.3. Gym Eesti services are available to and the Contract can be concluded by individuals who are at least 15 years old. If the Client is a minor who is at least 15 years old, the Contract must be signed by his/her parent or guardian who will also be jointly and severally liable with the Client to Gym Eesti for fulfilling the obligations set forth by the Contract.

4. Contractual Documents

- 4.1. The Contract is made up of the General Terms, the Internal Rules and the Price List.
- 4.2. The Client can read the General Terms, the Internal Rules and the Price List on the Gym Eesti website online.
- 4.3. The different parts of the Contract have different weight in interpreting the provisions of the Contract. In the event of a conflict between the provisions of the Contract, the parties shall apply the Contract first, then the Price List, then the General Terms and finally the Internal Rules.
- 4.4. Gym Eesti reserves the right to unilaterally amend the General Terms, the Internal Rules, the Price List and the opening times of the Gyms. In the event the amendment negatively affects the Client unreasonably causing the Client to be unable to fulfil the Contract, the Client has a right to cancel the Contract within 1 (one) month of the date of the amendment. In the event that the Client does not inform Gym Eesti in writing of his/her wish to cancel the Contract within the time indicated, Gym Eesti will consider the amendments accepted and the contractual relationship continues under the changed conditions.
- 4.5. Gym Eesti reserves the right to run campaigns under conditions that are not considered amendments to already effective Contracts and which do not retroactively apply to already effective Contracts.

5. Use of Services

- 5.1. The Client can choose between the following services:
 - 5.1.1. Trial training. Contract is valid for 3 consecutive calendar days. Calculation starts from the first day that access was granted. *For example, if the Client concludes the Contract on the 10th of the month at 22:00, his or her gym access will end on the 12th at 23:59;*
 - 5.1.2. 1 (one) year plan with a one-time, immediate payment. The one-year plan starts on the day of concluding the Contract and ends 1 (one) year after the conclusion of the Contract.
 - 5.1.3. 1 (one) year plan with monthly payments set according to the Price List on the day of concluding the Contract. The one-year plan starts on the day of concluding the Contract and ends 12 months after the 1st day of the month following the conclusion of the Contract, if the Client has notified Gym Eesti through the website, in writing or by e-mail of his / her wish to terminate the Contract at least 30 (thirty) days before the expiry of the Contract. In case the Client has not notified Gym Eesti about the termination wish, the Contract becomes a termless Contract after the expiry of the 12 (twelve) month term. The Client has the right to cancel the termless Contract without giving a reason by notifying Gym Estonia at least 30 (thirty) days in advance on the customer portal on the website, by letter or e-mail. The contract shall expire at the end of the month following the notification.

- 5.1.3.1. 1 (one) year plan with monthly payments can be terminated during the commitment period by paying the fee of early termination. The early termination fee is equal to the amount of three-month fee based on the valid "Price list".
- 5.2. After registering on the Gym Eesti website, the Client can download the Gym Eesti mobile app and use it to create a QR code (access code) that grants access to the Gym and Gym Eesti services. The access code is personal and the Client is not allowed to share it with third parties or use the code to grant access to the Gym for multiple people at a time. Gym Eesti may change or take into use additional access options by informing the Client thereof.
- 5.3. Gym Eesti has a right to use the Gym for events that may cause temporary changes to the opening hours of the Gym and/or other restrictions to the use of the Gym. Gym Eesti will inform Clients of the event within a reasonable time by publishing this information on the Gym Eesti website online. The Client is obligated to tolerate the event without making complaints or filing claims about any possible discomforts caused, including temporary lack of access to the Gym.

6. Payment

- 6.1. The service can only be paid for with a payment card.
- 6.2. Upon concluding the Contract, the Client gives consent and authorization for Gym Eesti to use and process the payment card information (including the card number, type, expiration date and authentication codes CVV/CVC) to make payment transfers for the services selected by the Client according to his / her Contract. The Client gives Gym Eesti permission to process his / her payment card information and make financial transfers using third parties, or operators, acting on behalf and in the name of Gym Eesti. The Client knows and agrees that whatever services he / she orders, Gym Eesti has the right to make automatic transfers (including in case the operator is changed) without needing separate permission for each transfer from the Client (except in cases where the rules for payment for a particular service indicate a different payment procedure). Gym Eesti does not collect or save payment card data.
- 6.3. Contractual payments made are considered duly paid from the moment that the corresponding amount has been received on the Gym Eesti bank account.
- 6.4. If the Client has selected three-day Gym access or one-year Gym access with a one-time, immediate payment, the entire cost of the service is transferred right after the Contract is concluded.
- 6.5. If the Client has chosen one-year plan with monthly payments that are fixed by the Price List effective at the time the Contract was concluded, the payment for the first month of service is transferred right after the Contract is concluded. The monthly payment for each following month is deducted on the 1st (first) of the month.
- 6.6. Monthly payment amounts set in the Price List shall apply to Contracts that become termless and these payments shall be made according to the procedure set out by p. 6.5.
- 6.7. Gym Eesti sends invoices to the Client electronically after receiving the payment. Invoices are valid without a signature. Irrespective of whether the Client receives the invoice, the Client is obligated to ensure that there are enough funds on the bank account connected to their payment card to make the payment in the amount stipulated by the Contract.
- 6.8. In case the first attempt at a transfer fails (i.e. the credit institution refuses the payment for whatever reasons, including a lack of sufficient funds on the account connected to the payment card), Gym Estonia reserves the right to stop rendering services immediately and block the Client's access until payment is made in full. Gym Eesti also reserves the right to

make an unlimited number of attempts to transfer the payment during the validity of the Contract and 1 (one) month after its expiration.

- 6.9. In case of changes in rates or application of taxes, Gym Eesti reserves the right to unilaterally change the amounts stipulated by the Contract in order to bring them into accordance with the tax rate, informing the Client of such changes at least 30 (thirty) days in advance. Gym Eesti will not inform clients of reductions in fees.

7. Debts and Suspension of Services

- 7.1. If Gym Eesti has suspended the use of services according to p 6.8 of the Contract, then:
- 7.1.1. The Client cannot use services during the term of suspension. The Client also loses access to the Gym;
 - 7.1.2. A service fee is charged for the term that the services are suspended and the Client cannot demand the conversion, reduction or refund of the service fee;
 - 7.1.3. Gym Eesti will notify the Client of the suspension of services and their debt within 2 (two) working days;
 - 7.1.4. Gym Eesti has a right to refuse to sign a new Contract with the Client.
- 7.2. If the Client's debt is paid in full during the suspension of services, the Client's access is restored without delay.
- 7.3. Suspension of services or termination of the Contract do not release the Client of the obligation to pay debts to Gym Eesti incurred before the Contract was terminated. Points 6.2 and 6.8 of the Contract also remain in force, giving Gym Eesti the right and authority to make transfers during 1 (one) month after the termination of the Contract until debts incurred to Gym Eesti during the period of the Contract are paid in full.
- 7.4. In the event that the Client has not used the services for reasons beyond the control of Gym Eesti, the service fee shall not be reimbursed in part or full.
- 7.5. In the event of late payment(s) for Contractual fees, Gym Eesti has the right to charge a penalty of 0,15% of the amount payable for each day that the payment is delayed until the payment is paid in full.

8. Payment Procedure

- 8.1. If the Client is obligated to pay Gym Eesti concurrent amounts stipulated by the Contract, the obligations shall be fulfilled in the following payment order: first the costs incurred due to fee collection activities, second the other obligations (including late fees and fines) and lastly the claim, itself (service fee).

9. Transfer of Rights and Obligations

- 9.1. Gym Eesti reserves the right to transfer contractual claims against the Client without the Client's consent in full or part to individuals, including debt collection agencies and/or other associations dealing with claims.
- 9.2. In order to transfer the Contract to a third party, the Client needs written consent from Gym Eesti. Gym Eesti reserves the right to deny transfer of the Contract without explanation.

10. Liability

- 10.1. Gym Eesti is liable to the Client and the Client has a right to use legal means against Gym Eesti only in the case that Gym Eesti has violated its obligations to the Client intentionally or with gross negligence. This limitation of liability does not apply in cases of death or injury.

11. Validity and Expiration of the Contract

- 11.1. The Contract has a fixed term and terminates as provided in point 5.1 above.
- 11.2. If the Contract becomes termless according to point 5.1.3, the Client has the right to unilaterally terminate the Contract without reason by notifying Gym Eesti through the website, in writing or by e-mail at least 30 (thirty) days in advance. Contract ends at the end of the following month.
- 11.3. Gym Eesti reserves the right to terminate the Contract in extraordinary cases and without notice in the following cases:
 - 11.3.1. The Client has presented wrong, inaccurate or incomplete personal, contact or payment card data or the Client has tried to use third party data;
 - 11.3.2. An individual other than the Client uses the Client's access code or the Client lets third parties in the Gym with his or her access code;
 - 11.3.3. The Client's use of Gym Eesti is dangerous to themselves and/or others and the Client continues their actions despite comments from the Gym Eesti staff;
 - 11.3.4. The Client has incurred a debt for any contractual payment for at least 30 (thirty) days in a row or more than 3 (three) times in a calendar year;
 - 11.3.5. The Client has violated the ban on granting access to the Gym to third parties (including other Clients) without written permission from Gym Eesti;
 - 11.3.6. The Client significantly violates the Contract or its parts in some other way.
- 11.4. In the event that Gym Eesti terminates the Contract based on point 11.3, the service fee for the unused time on the Contract is not refunded to the Client and Gym Eesti considers this fee as a contractual penalty. In addition, Gym Eesti reserves the right to deny a new contract to the Client.
- 11.5. In the event of termination according to point 11.3, Gym Eesti reserves the right to demand a contractual penalty fee set by the General Policy or the Price List instead of or together with the termination and/or apply a (lifetime) ban on the use of the Gym(s).

- 11.6. Gym Eesti reserves the right to cancel the Contract by notifying the Client at least 2 (two) months in advance.
- 11.7. The termination of the Contract and contractual penalties do not restrict or preclude Gym Eesti from demanding the payment of contractual debts or compensation for damages from the Client.
- 11.8. The Client may withdraw from a distance Contract within 14 (fourteen) days without giving any reason. By signing the Contract, the Client confirms his/her intention to use the Gym's services before the passing of the 14-day withdrawal period.
- 11.9. The Client cannot withdraw from the Trial training contract in case the Gym has fulfilled the Contract.

12. Notification

- 12.1. Unless otherwise indicated by the Contract, Gym Eesti will send all notifications about the Contract, the General Terms, the Internal Rules and other correspondence with the Client using the contact information given in the Contract, particularly the e-mail address indicated in the Contract.
- 12.2. Letters and other correspondence are considered delivered to the Client 5 (five) calendar days of the notification.
- 12.3. The Client is obligated to immediately inform Gym Eesti of any changes to personal and contact information.
- 12.4. Gym Eesti publishes all general notifications online on its website and club-based notifications in the Gym! Eesti mobile application.

13. Applicable Legislation and Dispute Settlement

- 13.1. In matters not regulated by the Contract, the parties shall be guided by the legislation in force in the Republic of Estonia.
- 13.2. All disputes or claims arising from the Contract shall be settled using negotiation. In the case an agreement is not reached, the dispute shall be settled by the Harju County Court.

14. Processing of Personal Data

- 14.1. Gym Eesti processes the Client's personal data according to the purpose, grounds and manner set forth by the privacy policy published on the Gym Eesti website.

15. Price List

15.1. The price list of Gym Eesti services is as follows:

15.1.1. 1 (one) year plan with monthly payments - 19 EUR per month

15.1.2. 1 (one) year plan with a one-time, immediate payment - 189 EUR per year

15.1.3. 3-day trial training – 9.95 EUR

16. Campaigns

16.1. Gym Eesti reserves the right to run campaigns that give discounts that only apply during the term specified in the conditions of the campaign and only to individuals who meet the conditions set by the campaign.

16.2. In general, the conditions of a campaign apply only to new Clients and Gym Eesti reserves the right to refuse to sign a Contract with an individual in case of suspicion that the individual has terminated his / her Contract solely or principally for the purposes of receiving campaign benefits.