

## Service agreement

### GENERAL TERMS AND CONDITIONS

#### 1. Definitions of terms

- 1.1. The following terms are used in this Agreement, the Special Terms and Conditions, the General Terms and Conditions, the Sports Club Rules, and the Pricelist:
  - 1.1.1. The Subscription period is the duration of the use of the Service based on the Subscription type;
  - 1.1.2. The Subscription type is any of the ways to pay for the Services specified in Section 3.1;
  - 1.1.3. The Pricelist is an integral part of this Agreement, defining the fees for the use of the Sports Club and its services, as well as corresponding fines.
  - 1.1.4. Gym Latvija refers to Gym Latvija SIA, registration No 40203226256;
  - 1.1.5. The Special Terms and Conditions are an integral part of this Agreement that sets the provisions for rendering the Services that are specific to the Client and the Client's preferences;
  - 1.1.6. The Client is a person who uses the Services provided by Gym Latvija as per this Agreement;
  - 1.1.7. The Agreement refers to this Agreement signed by the Client and Gym Latvija, and comprising its General and Special terms and conditions, as well as any and all of its annexes, amendments and/or additions;
  - 1.1.8. The Services include the services of the Sports Club and other athletic services, provided at the Sports Club and via the Gym Latvija mobile app.
  - 1.1.9. The Service fee is the amount that the Client pays Gym Latvija for the Services it provides, in accordance with the Subscription type selected by the Client;
  - 1.1.10. The Sports Club is a sports club (or sports clubs) managed by Gym Latvija;
  - 1.1.11. The Sports Club Rules are the regulations for using the Gym Latvija Sports Club and the Services of Gym Latvija, available on the website of Gym Latvija and at the Sports Club, and being an integral part of this Agreement;
  - 1.1.12. General terms and conditions refer to these General terms and conditions, which are an integral part of this Agreement and are available on the website of Gym Latvija, specifying the provisions, according to which the Services are provided to the Clients of Gym Latvija.

#### 2. Conclusion of the Agreement

- 2.1. The Client must prepare the order and pay for the Service, having chosen the Gym Latvija Sports Club Subscription type and provided all the necessary information in the fields of the form marked with an asterisk (\*), and must register in the Client Portal section of the Gym Latvija website.
- 2.2. This Agreement is deemed concluded as soon as the Client registers (creates a user account) on the website of Gym Latvija, marks the option to receive the Services during the period of the right of withdrawal as part of the registration, pays the Service fee in accordance with this Agreement, and receives an e-mail confirmation thereof from Gym Latvija.

Any person over the age of 15 may become a client of Gym Latvija. If at the time of concluding this Agreement the Client is not yet 18, this Agreement may only be signed by the guardian of the Client who is fully responsible for the fulfilment of all the obligations established by the Client in this Agreement; this does not apply if the Client was declared

a legal adult in accordance with applicable laws and regulations or married before reaching the age of 18. By concluding this Agreement, the Client certifies that the information on personal data, contact details or payment card data provided to the Gym Latvija is true and accurate. In the event of an infringement of this provision, Gym Latvija has the right to impose a contractual fine of EUR 57 on the Client and/or to void the access the Client's access code, as well as to unilaterally terminate this Agreement and/or to permanently bar the Client from the Sports Club.

### **3. Use of services**

3.1. The Client may choose one of three Subscription types:

- 3.1.1. Three-day Sports Club subscription, with a single fee payment effected when concluding the Agreement. The duration of the three-day Sports Club is in calendar days, starting on the day of the conclusion of this Agreement, and ending on the third calendar day after it (inclusive). *For example, if the Client concludes the Agreement at 22:00 on Day 10 of the month, then the subscription and the corresponding access to the Sports Club will expire at 23:59 on Day 12 of the month;*
- 3.1.2. One-year Sports Club subscription, with a single fee payment effected when concluding the Agreement. One-year subscription begins on the day of conclusion of this Agreement and ends one year after it, . *For example, if the Client concludes this Agreement on 10 April 2019, then this Agreement, the one-year subscription and access to the Sports Club will expire on 9 April 2020 (inclusive);*
- 3.1.3. One-year Sports Club subscription, with a monthly fee specified in the Pricelist that is effective at the conclusion of the Agreement. One-year subscription begins on the day of conclusion of this Agreement and ends one year after the end of the month, in which this Agreement is concluded, unless the Agreement becomes indefinitely effective once this period expires (Section 7.2. of the General Terms and Conditions). *For example, if the Client concludes this Agreement on 10 April 2019, then this Agreement, the one-year subscription and access to the Sports Club will expire on 30 April 2020 (inclusive).*

3.2. Having signed up on the Gym Latvija website, the Client downloads the Perfect Gym app on their mobile phone and uses it to generate a QR code (access code) that provides the right to visit the Sports Club and use the Subscription type and Gym Latvija Services only to the Client. The QR code (access code) may only be used by the Client, to whose user account the access code is linked. Giving the QR code (access code) to third parties, or using a single QR code (access code) to admit multiple people to the Sports Club at the same time is prohibited. If this prohibition is breached, Gym Latvija is entitled to ask the Client to leave the premises of the Sports Club, to impose a contractual fine of EUR 57 on the Client, to void the Client's access code, to unilaterally terminate this Agreement, and to permanently bar the Client from the Sports Club. In such cases, the Client will not be refunded for any Services paid. Gym Latvija is entitled to claim compensation from the Client for losses caused by such incidents. Gym Latvija is entitled to change or introduce difference methods for accessing the Sports Club, notifying the Client accordingly.

3.3. If Gym Latvija suspends the provision of its Services and the Client's access to the Sports Club in accordance with Sections 4.8 and/or 5.2.3.1 of this Agreement:

- 3.3.1. The Client is not entitled to use the Services when the Services are suspended;
- 3.3.2. The Client loses access to the Sports Club;
- 3.3.3. The Client will not be allowed into the Sports Club;

3.3.4. Gym Latvija will inform the Client of the suspension of its Services and the amount owed by the Client within 2 business days;

3.3.5. Gym Latvija will immediately, and in any case within one business day, resume the provision of Services to the Client and restore the Client's access to the Sports Club once the amount owed by the Client is received in the bank account of Gym Latvija.

3.4. If the Client does not use the Services and does not visit the Sports Club for reasons not related to Gym Latvija, Gym Latvija will not refund the already-paid Service fees to the Client.

#### **4. Payments**

4.1. By signing this Agreement, the Client accepts and authorises Gym Latvija to use and process the payment card details specified by the Client (including its number, expiry date and CVV/CVC authentication codes), in order to effect payments of the Service fee, or any other fees in accordance with the Pricelist, as specified in this Agreement. The Client consents to Gym Latvija processing their payment card details and effecting cash transfer via third parties or service providers hired by and acting on behalf of Gym Latvija. The Client acknowledges and accepts that for every Service that the Client uses/purchases, Gym Latvija is entitled to effect automatic bank transfers without the Client individually consenting to every such transfer from the Client's account (unless the conditions for paying for the service in question require otherwise). Gym Latvia does not collect or store payment card details.

4.2. Any and all payments arising from this Agreement will be deemed to have been effected once the payments are credited to the bank account of Gym Latvija.

4.3. If the Client chooses three-day or one-year subscription with a single Service fee payment, the corresponding Service fee payment must be fully transferred to Gym Latvija immediately after the conclusion of the Agreement.

4.4. If the Client chooses one-year subscription with a monthly Service fee payment, as specified in the Pricelist that is effective at the conclusion of the Agreement, the Service fee payment for the first month must be fully transferred to Gym Latvija immediately after the conclusion of the Agreement. The Service fee payment for the current month must be transferred on Day 1 of the current month, unless Day 1 is a Saturday, Sunday, or an official holiday. If Day 1 of the current month is a Saturday, Sunday, or an official holiday, the monthly fee payment must be effected on the last business day of the previous month.

4.5. The monthly fees specified in the Pricelist apply to the Agreements that become indefinite, and these fees must be paid in accordance with Section 4.4.

4.6. Gym Latvija and the Client agree that Gym Latvija will issue its bills in digital format without a signature by a representative of Gym Latvija, such digital bills being valid without a signature.

4.7. The Client undertakes to ensure that the balance of the bank account, to which the payment card to be used to buy the Services or pay Services fees is linked, is sufficient to effect these payments in accordance with this Agreement.

4.8. If the first attempt to transfer a payment fails (e.g. the credit institution refuses to allow the payment for any reason, including insufficient balance on the Client's bank account), Gym Latvija is entitled to immediately suspend the provision of the Services and the Client's access to the Sports Club until the Service fee is paid in full.

4.9. During this Agreement and for 1 month after its expiry or termination, Gym Latvija is entitled to perform an unlimited number of attempts to transfer Service fee amounts from the Client's bank account, to which the

payment card is linked, to the bank account of Gym Latvija, in order to cover any amounts owed by the Client, including any Service fees, late interest, or contractual fines.

4.10. If the Client delays any of the payments specified in this Agreement, the Client must pay Gym Latvija a late interest in the amount of 0.15% of the overdue amount for each day overdue.

4.11. If the amount received from the Client is less than the amount owed for the Services provided, then the amount received will be first used to pay the late interest, then to pay the principal amount of the fee owed (starting from the older payments), and only then to pay the contractual fine.

## **5. Rights and duties**

5.1. Gym Latvija undertakes to:

5.1.1. provide the Services ensuring due quality; provide the Client with access to the Sports Club during this Agreement, unless otherwise specified in this Agreement;

5.1.2. process personal data in accordance with the effective laws and regulations.

5.2. Gym Latvija is entitled to:

5.2.1. use the Sports Club to host events that may temporarily affect the business hours of the Sports Club and/or cause other restrictions in the use of the Sports Club. Gym Latvija will notify the Client of such events in advance, by publishing the corresponding information on the website of Gym Latvija. The Client must be understanding towards such events and any disruptions that such events may cause, including restrictions in the use of the Sports Club;

5.2.2. unilaterally change the Service fee and Subscription types, as well as any other fees specified in the Pricelist or arising from this Agreement, notifying the Client of the new Service fee or Subscription type at least 30 days before it takes effect. Gym Latvija is entitled not to notify the Client of changes in the Service fee, as well as any other fees specified in the Pricelist or arising from this Agreement, if such fees are reduced;

5.2.3. suspend the provision of Services immediately and without notice if:

5.2.3.1. the Client fails to effect due payments to Gym Latvija in time, or delays the payment of the Service fee, and/or if the Gym Latvija is unable to transfer the corresponding funds from the Client's bank account in the manner specified in this Agreement;

5.2.3.2. the Client damages the equipment of Gym Latvija;

5.2.3.3. Gym Latvija is unable to provide its Services to the Client for reasons independent from Gym Latvija;

5.2.4. refuse to conclude a new agreement with the Client if the provision of Services to the Client and their access to the Sports Club has been suspended and/or the Client's prior agreement was terminated, and the Client has not fulfilled their obligations specified in that agreement;

5.2.5. unilaterally amend the General Terms and Conditions, the Sports Club Rules, the Pricelist and the business hours of the Sports Club. If such changes have an adverse effect for the Client, and prevent the Client from fulfilling this Agreement, the Client is entitled to unilaterally terminate this Agreement within 1 month after the changes take effect, notifying Gym Latvija of this in writing. If the Client does not notify Gym Latvija of the termination of this Agreement within 1 month after the introduction of the changes, the Client will be deemed to have accepted the changes.

5.3. The Client undertakes to:

- 5.3.1. read and comply with the provisions of this Agreement, the Sports Club Rules and the Pricelist;
- 5.3.2. pay all Gym Latvija fees in the manner and within the time specified in this Agreement;
- 5.3.3. ensure that the balance of the bank account, to which the payment card specified by the Client during their registration and used for paying for the Service is linked, is sufficient to pay the Service fee at the dates specified in this Agreement;
- 5.3.4. provide Gym Latvija with true information;
- 5.3.5. prevent the occurrence overdue payments, and if such payments do occur, the Client undertakes to cover any and all costs associated with managing and collecting the debt;
- 5.3.6. inform Gym Latvija of any changes in their personal details (e.g. residence address) in writing, within 5 days of the change. If the Client does not inform Gym Latvija of the changes in their personal details, all of the currently specified personal details of the Client will be deemed to be correct and up-to-date.

## **6. Liability**

- 6.1. Each of the Parties must compensate any and all direct damage they caused to the other Party.
- 6.2. Gym Latvija is not responsible for failure to provide the Service, or for providing it in undue manner, and/or for any losses incurred by the Client if Gym Latvija did not cause these, or for the actions of third parties. In these cases, Gym Latvija is not required to compensate any losses incurred by the Client.
- 6.3. Gym Latvija is only responsible for breaches of the provisions of this Agreement committed by Gym Latvija and causing harm to the Client, if such breaches resulted from malicious actions or gross negligence.
- 6.4. The Client is solely responsible for the exercise they engage in at the Sports Club and for their own health. In the event of health problems, the Sport Club recommends consulting your physician before beginning exercise.
- 6.5. Gym Latvija is not responsible for any deterioration in the Client's health, any injuries and/or death.
- 6.6. If Gym Latvija suspends the provision of Services to the Client due to the Client's fault, the Client will not be exempted from paying the Service fee in accordance with this Agreement.

## **7. Effect and termination**

- 7.1. This Agreement will take effect upon its signing and will be valid until the Parties completely fulfil their obligations specified in this Agreement.
- 7.2. If, when paying for the Service, the Client chooses the Subscription type specified in Section 3.1.3, this Agreement will be concluded for a duration of one year, and unless the Client informs Gym Latvija of the termination of this Agreement 30 days before the expiry of this period, the duration of this Agreement will be extended automatically and indefinitely.
- 7.3. This Agreement may be terminated with mutual written consent of the Parties.
- 7.4. Gym Latvija is entitled to unilaterally terminate this Agreement, with a notice of 1 day, if the Client:
  - 7.4.1. grossly violates this Agreement;

- 7.4.2. has provided false, inaccurate or incomplete personal data, contact details, or payment card details;
  - 7.4.3. has tried to use the personal data of a third party;
  - 7.4.4. has given the QR code (access code) to other persons, or made it possible that third parties can use the Client's QR code (access code) and visit the Sports Club;
  - 7.4.5. behaves in a risky manner at the Sports Club, threatening the health and/or life of the Client and other individuals, provided that the Client refuses to follow the instructions of the staff of the Sports Club;
  - 7.4.6. delays the payment of the Service fee for more than 30 days in a row, or more than 3 times within a year.
- 7.5. Upon the expiration of the one-year period since the conclusion of the Agreement, the Client is entitled to unilaterally terminate this Agreement, notifying Gym Latvija of this in writing 30 days in advance.
  - 7.6. In the event of termination of this Agreement, Gym Latvija will not refund any Service fees to the Client.
  - 7.7. The termination or expiry of this Agreement does not exempt the Client from the duty to pay the Service fees due up to the termination of this Agreement to Gym Latvija.
  - 7.8. In case the Agreement is terminated before the end of its term at the Client's request, Gym Latvija has the right to impose a contractual penalty in the amount of 57 EUR on the Client.
  - 7.9. The termination or expiry of this Agreement does not exempt the Client from the duty to pay any late interest and/or contractual fines, or from compensating any damage.

## **8. Right of withdrawal**

- 8.1. The Client may use the right of withdrawal established in the Consumer Rights Protection Law and unilaterally withdraw from this Agreement within fourteen (14) calendar days after the conclusion of this Agreement. In order to use the right of withdrawal, the Client must send an application via e-mail, to [info@gymlatvija.lv](mailto:info@gymlatvija.lv)
- 8.2. In order for the Client to comply with the right of withdrawal period, it is enough to send the application on the use of the right of withdrawal to Gym Latvija before this period expires.
- 8.3. If the Client withdraws from this Agreement within fourteen (14) calendar days after the conclusion of this Agreement, Gym Latvija will, without undue delay and in any case no later than 14 days after having been informed of the Client's decision to withdraw from this Agreement, repay any and all payments received to the Client
- 8.4. The repayment will be effected as a bank transfer, to the bank account specified in the withdrawal application of the Client.
- 8.5. If the Client visits and uses the services of the Sports Club of Gym Latvija during the right of withdrawal period, Gym Latvija will withhold an amount from the fees paid by the Client that is proportional to the amount of the Agreement actually performed by the time the Client informs Gym Latvija of their use of the right of withdrawal.

## **9. Notifications**

- 9.1. All notifications issued by the Parties must be in writing, and sent to the other Party via post or e-mail, using the addresses specified in this Agreement or during the Client's registration, unless otherwise specified in this Agreement.
- 9.2. Any and all notifications and correspondence are deemed received within five days after they are sent.
- 9.3. Gym Latvija will publish its general notifications on its website and social media accounts.

## 10. Miscellaneous

- 10.1. Gym Latvija will be the data controller for the personal data obtained as part of this Agreement, in accordance with the Gym Latvija Privacy Policy (available in the Privacy Policy section of the Gym Latvija website) and 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 the laws and regulations of the Republic of Latvia that govern the processing of such data, with the purpose of fulfilling the contractual obligations of the Parties. Gym Latvija undertakes to duly process and store personal data, and to immediately delete personal data if requested to by the Client, or once such data are not necessary to fulfil this Agreement, unless there is another legitimate reason to process the personal data.
- 10.2. Unless otherwise specified in this Agreement, this Agreement may only be amended by the Parties agreeing to such amendment in writing. Any and all amendments to this Agreement will take effect on the date specified in the amendments, and in any case, no later than Day 1 of the month that follows the month, in which the amendments were signed by both the Parties. Upon their signature by both the Parties, any and all amendments will become an integral part of this Agreement.
- 10.3. The Parties undertake to first resolve all disputes and disagreements related to or arising from this Agreement through negotiations. If no resolution can be found through negotiations, the Client must submit a written application to Gym Latvija, specifying their name, surname, residence address, contact details, submission date of the application, stating the nature of the dispute, their claims and the justification for such claims, and providing the documents that serve as evidence for the claims, if any. Gym Latvija will review the Client's application and provide a reply within 15 business days after the submission of the application.
- 10.4. If no agreement can be achieved as specified in Section 10.3 within 30 days, the Parties will submit the dispute for review to a competent court of the Republic of Latvia.
- 10.5. By signing this Agreement, the Client confirms having familiarised themselves with applicable publicly available documents and information, including the provisions of this Agreement, the Rules of the Sports Club, the Pricelist, without limitation, having accepted them and undertaking to comply with them. The Client hereby confirms having read and understood the Gym Latvija Privacy Policy, available on the Gym Latvija website, before signing this Agreement.

