

## GENERAL CONDITIONS OF THE AGREEMENT

These General Terms and Conditions (hereinafter referred to as the " **GTC** ") apply to contracts concluded between International Circle Fitness Poland sp. z o. o. with its registered office in Warsaw, at ul. Cybernetyki 10, 02-677 Warszawa, entered into the register of entrepreneurs kept by the District Court for the Capital City of Warsaw. Warsaw in Warsaw, 12th Commercial Division of the National Court Register under KRS number 0000687649, NIP 5272814883, REGON 367882754 as part of fitness chains run under the Loop Fitness brand (hereinafter referred to as " **Loop** "), and persons using sports facilities run under the Loop brand (hereinafter " **Club Members** ").

### I. Basic rules for using the Club

1. The rights and obligations of Loop and the Club Members are governed by these General Terms and Conditions and the Regulations of the Loop fitness club network (hereinafter referred to as the " **Regulations** "). A Club member is obliged to comply with the rules set out in these documents. The General Terms and Conditions and the Regulations are available at the reception desk of each facility operated under the Loop brand (hereinafter referred to as the " **Clubs** ") and on the Loop website ([www.loopfitness.pl](http://www.loopfitness.pl)).

2. Loop provides the following services to Club Members:

a. maintaining an account on the Customer Portal (hereinafter referred to as the " **Customer Account** "), which provides the Club Member with the opportunity, among others, to: manage your Pass.

b. possibility of booking a place for group classes in Clubs via the online platform [www.fitssey.com](http://www.fitssey.com) .

c. access to Clubs, in accordance with the terms of the Pass or on the basis of a partner card accepted in the Clubs.

3. These General Terms and Conditions apply to Club Members using the services specified in the Price List on the basis of:

a. a contract concluded for a fixed period, i.e. 1 day, 1 week, 2 weeks, 30 days, for another fixed period payable in advance, for an indefinite period, or covering a specific number of entries, i.e. one-time entry and invitation (hereinafter referred to as " **Carnet** ");

b. as well as to Club Members using the services offered by Loop and specified in the Price List on the basis of a partner card accepted in Loop Clubs ( Multisport , Medicover Sport, Fit profit, PZU sport), with the possibility of using the Loop Club on the basis of a partner card accepted in Loop Clubs it is possible only during the opening hours of the reception in a given Club.

4. The following types of Passes are used at Loop :

a. "one-time" and "one-time invitation" - entitling to use Clubs run under the Loop brand once, i.e. one entry to the Club;

b. "one-day" - entitling you to use all Clubs of the network operated under the Loop brand for one day;

c. "weekly" - entitling you to use all Clubs of the network operated under the Loop brand for one week;

d. "2-week" - entitling you to use all Clubs of the network operated under the Loop brand for two weeks;

- d. "30-day" - entitling you to use all Clubs of the network operated under the Loop brand for 30 days;
  - e. "membership" - entitling you to use all Clubs of the network run under the Loop brand without time limits (contract for an indefinite period).
5. The current Price List constitutes Annex 1 to these General Terms and Conditions.  
Loop website - [www.loopfitness.pl](http://www.loopfitness.pl).
7. Available services may vary for individual Clubs.
8. A person interested in concluding an agreement with Loop regarding the offered Passes may do so via the website <https://loopfitness.pl/czlonkostwo/zapisz-sie>. Via the indicated website, the interested person selects the Club and chooses one of the offered Membership Cards. In order to conclude a contract with Loop, the interested person is obliged to complete his/her personal data required by Loop during registration, as well as to accept the General Terms and Conditions and the Regulations. After completing the personal data required by Loop and accepting the General Terms and Conditions and the Regulations, the person interested in concluding a contract with Loop is redirected to the secure espago payment gateway. Loop collects fees in connection with the concluded contract in accordance with the Price List and registers the indicated credit or debit card in order to collect subsequent periodic fees in connection with the concluded contract. After collecting the fee, the contract between Loop and the Club Member is concluded, and the Club Member receives an order confirmation and an individual access code to the Club to the e-mail address provided by him/her.
9. Each Pass is activated on the day of its purchase. A Club Member cannot specify a different date for activating the Membership Card.
10. Individual Passes entitle you to use the Club's services at different hours on specific days of the week. Information about the opening hours of individual Clubs can be found in the Club and on the Loop website. At the same time, Loop reserves the right to change or shorten the opening hours of the Club, including on national or church holidays.

## **II. Age restrictions. Conclusion of the contract.**

1. The Club's services can be used in the case of gyms, loops and group classes - people who are over 15 years old; with the exception of group classes addressed to minors (classes for children), which can also be used by people under 15 years of age, unless otherwise clearly stated in the offer, Price List or Regulations.
2. Persons who are over 15 years of age and under 18 years of age may use the Club's services:
  - a. in the presence of an adult guardian who is a Club Member or
  - b. after the statutory representative (parent, legal guardian) gives written consent to use the Club independently. In case of doubts as to the authenticity of the declaration of consent by the parent (legal guardian), the Club staff may request that this declaration be submitted to the Club, in the presence of a Club employee.
3. Persons who are over 15 years of age but under 18 years of age conclude a contract:
  - a. by a legal representative or
  - b. in person - only after presenting the written consent of the statutory representative submitted to the Club, in the presence of a Club employee.
4. Each Club Member, regardless of the basis for using Loop services indicated in these General Terms and Conditions, is obliged to have an account on the Customer Portal.

5 . The Pass contract is concluded by selecting the appropriate Pass and paying the fee, in accordance with the terms of the Pass and the Price List.

6. If the Club Member fails to pay the fee for the Membership Card, the Membership Agreement is not concluded.

7. Loop is entitled to refuse to conclude a new contract with a Club Member whose previous contract was terminated with immediate effect due to:

a. the Club Member is in arrears with payments under the contract until the Club Member settles the outstanding fees;

b. due to a violation of the Regulations of the Loop fitness club chain in terms of safety rules or rules of social coexistence in force in the Club, i.e. due to, among others, aggressive or vulgar behavior towards other Club Members or Club staff.

### **III. Access to the Club**

1. Club members using Loop services on the basis of a Membership Card, upon concluding the contract, receive an individual PIN code thanks to which they can visit the Club. The individual PIN code is the access code to the Clubs. The Club Member is responsible for securing the PIN code against unauthorized access.

2. If a Club Member finds that others have had unauthorized access to an individual PIN, he or she must immediately contact Loop , who can block the old PIN and generate a new PIN.

3. The pass and the associated individual PIN code belong only to a specific Club Member.

4. In the event that the individual PIN code is made available to a third party or the Club Member unauthorizedly admits a third party when entering the Club, the Club Member will be obliged to pay a contractual penalty to Loop in the amount of PLN 500.00 for each case of violation referred to above.

5. Loop reserves the right at any time to verify the identity of the person using a given Club with the data of the Club Member who obtained access to a specific Club. If it is not possible to verify the identity of a person using a given Loop Club , such a person will be forced to leave the Club.

6. In the event of lack of access to the Club (which was selected by the Club Member when concluding the contract) due to the closure of the Club due to a failure or other circumstances, the Club Member may use another Loop Club located in a given city. In such a situation, Loop shall not be liable to the Club Member due to the lack of availability of the Club chosen by him when concluding the contract.

7. In the event of temporary closure of the Club, the Loop Club Member automatically extends the contract for each day when the Club was closed and Loop could not provide its services to the Club Member.

### **IV. Payment, membership fee**

1. Concluding a contract for the Pass involves the obligation to pay a membership fee and an entry fee. Information about membership and entry fees can be found in the Price List. The above does not apply to one-day, weekly, 2-week and 30-day Passes.

2. Upon concluding the contract, payment is collected in accordance with the Price List for the selected Pass.

3. In the case of Membership Cards for an indefinite period, the payment for each subsequent 30 days of the contract will be deducted from the credit or debit card provided by the Club Member when concluding the contract.
4. If the current membership fee for a given billing period is not collected on time, the Club Member's access to the Club will be blocked. The Club Member's access to the Club will be unblocked only after the membership fee has been successfully collected from the credit or debit card indicated by the Club Member when concluding an agreement with Loop or another amended and indicated in the Customer Portal.
5. Changes in the prices of Passes are announced by posting information about the price change in the Clubs 30 days before the change in the prices of the Passes comes into force and on the website [www.loopfitness.pl](http://www.loopfitness.pl). After 30 days from the announcement of the change in the price of the Passes, the Price List constituting Annex 1 to the General Terms and Conditions is changed.
6. Loop reserves the right to transfer the data of Club Members who are in arrears with any payment to Loop to debt collection companies for debt collection purposes.

## **V. Promotions**

1. Loop may periodically introduce special offers (hereinafter referred to as "**Promotions**"), **the terms of which are specified in the regulations of a given Promotion available in the Club or on the Loop website** .
2. Promotions cannot be combined unless otherwise stated in the regulations of a given Promotion.
3. A Club Member taking advantage of the Promotion is obliged to read the regulations of a given Promotion.
4. To the extent not regulated in the regulations of a given Promotion, the provisions of these General Terms and Conditions shall apply.

## **VI. Contract Freeze**

1. The pass includes the option of freezing it (hereinafter referred to as "**Freezing** ") in accordance with the Price List.
2. A Club Member using the Club's services on the basis of the Membership Card is entitled to submit a statement in which he declares that he will not actively use the Club during the indicated period (hereinafter referred to as the "Freeze Period" ) . The Declaration of Freeze may be submitted in person at the Club reception.
3. The Freeze option cannot be used by a Club Member who is in arrears with payments for one or more settlement periods.
4. The pass can be frozen only once for a period of 30 days within two settlement periods, i.e. within 60 days. After the expiry of two settlement periods when the Membership Card was frozen once for a period of 30 days, the Club Member may freeze the Membership Card again for a period of 30 days in accordance with the principle indicated in the first sentence above. Another freezing of the Pass is possible after the next two settlement periods.
5. The Freeze Declaration must be submitted at least 2 business days before the start of the Freeze Period.

6. The Freeze Period cannot fall within the notice period or the last month of the Pass. No termination of the Agreement may be submitted during the Pass Freeze.
7. Freezing the Membership Card is only possible for Club Members who have the Membership Membership for an indefinite period of time.
8. Loop charges a fee for freezing the Pass in accordance with the Price List. Payment for freezing the Membership Card can only be made at the Club reception.

#### **VII. Termination and termination of the Agreement. New agreement.**

1. In the event of termination of the contract by the Club Member, he is obliged, along with the termination of the contract, to pay all possible arrears to Loop , as well as to pay for the period of notice of the contract.
2. Loop is entitled to terminate the contract with immediate effect in situations where:
  - a. an exceptional event occurs due to which Loop , despite exercising appropriate care, will not be able to provide services in accordance with the contract,
  - b. The Club Member fails to make payments to Loop for 4 (four) consecutive 30-day periods of the contract,
  - c. The Club Member will transfer the rights and obligations arising from the contract to a third party without the required consent of Loop ,
  - d. The Club Member provides false data or uses forged documents when signing the contract,
  - e. The Club Member will provide his/her individual PIN code to a third party in order to unauthorized use of Loop services ;
  - f. the behavior of the Club Member will be contrary to the General Terms and Conditions or the applicable Regulations of the Loop Clubs network , or the principles of social coexistence, after previously unsuccessfully calling on the Club Member to stop the violations within 7 days. Setting a deadline for removing violations is not necessary if the Club Member's behavior poses a threat to the health or life of the Club Member or other people staying in the Club.
3. If a new Agreement is concluded by a person who was previously a Club Member and has any outstanding payments to Loop under previously concluded Agreements that have been terminated, terminated or expired, he or she is obliged to first settle the outstanding payments to Loop resulting from previous Agreement. Any funds paid by the Club Member towards the newly concluded contract will first be counted towards the oldest arrears towards Loop resulting from previously concluded contracts, and the newly concluded contract will be automatically terminated.
4. Loop is entitled to terminate the contract with the Club Member with immediate effect if, during the identity verification referred to in point III section 5 of the GTC, the identity of the person using the Club will not be consistent with the identity of the Club Member under whom this person gained access to the Club.
5. In the event of continuous closure of the Club for a period of 30 days, the Club Member has the right to terminate the contract with immediate effect. The above does not apply to the case when the Club is continuously closed for 30 days as a result of force majeure or other reasons independent and not attributable to Loop .

#### **VIII. Withdrawal from the contract if it is concluded online**

1. If the contract is concluded via the website [www.loopfitness.pl](http://www.loopfitness.pl), the Club Member may withdraw from the contract without giving a reason by submitting an appropriate declaration in writing to the Loop address or in person at any Club, within 14 (fourteen) days from the date of purchase. To meet this deadline, it is enough to send a declaration before its expiry by letter to the following address: Circle Fitness Poland sp. z o. o., ul. Cybernetyki 10, 02-677 Warszawa with the note " Loop Withdrawal " or by e-mail to: [kontakt@loopfitness.pl](mailto:kontakt@loopfitness.pl).
2. Due to the right to withdraw from the contract referred to in point 1 above, the Club Member may start using the services after 14 days from the conclusion of the contract.
3. The Club Member begins using the services upon concluding an agreement with Loop . If the Club Member withdraws from the contract within 14 days of its conclusion, he or she will be charged a fee for using the services in the period preceding the withdrawal from the contract for each day of using the Card during this period, just like for a single-use ticket. This fee will be deducted by Loop from the amounts refundable to the Club Member or charged to the credit or debit card provided by the Club Member.
4. The right to withdraw is not available if the Club Member has used the purchased service in full.
5. In the event of effective withdrawal from the contract, it is considered null and void, and the parties to the contract return to each other everything they have provided to each other, subject to the provisions of the General Terms and Conditions.
6. Loop shall refund the amount due to the person who effectively withdrew from the contract within 14 days from the date of withdrawal, in the same way in which the amount was paid, unless the person expressly agreed to a different method of refund.

#### **IX. Modification clause**

1. Loop reserves the right to change the General Terms and Conditions or the Regulations that are part of contracts that provide for the possibility of termination under the terms set out in the points below.
2. Changes to the provisions of the General Terms and Conditions or the Regulations may only be introduced for important reasons, including:
  - a. changes to the products offered by Loop , including changes to the Price List;
  - b. changes in solutions regarding the mechanism for verifying the Club Member's eligibility to use the Club's services;
  - c. when the need to introduce a change is justified by a change in possible payment methods; Loop website address or e-mail address, including the address appropriate for resolving complaints;
  - e. when the need to introduce a change is justified by the safety of people staying on the premises of the Club or results from the need to ensure compliance with the rules of social coexistence on the premises of the Club;
  - f. when the need to introduce a change is justified by the need to improve the customer service process or improve the quality of the services provided;
  - g. when the need to introduce a change is caused by a change in generally applicable legal provisions;
  - h. when the need to introduce a change is caused by a final administrative decision or a final court judgment.

Loop club network come into force within 14 days of their publication on the website [www.loopfitness.pl](http://www.loopfitness.pl).

4. The period specified in section 3 may be shorter in a situation when:

a. the change will be caused by a change in generally applicable legal provisions, and the time between the publication of the legal act that forces the changes and its entry into force is less than a month;

b. the change is caused by a final decision of a public administration body or a final court judgment that requires its implementation within a period of less than one month.

5. A Club Member who does not agree to the changes introduced may, by the date of their entry into force, terminate the contract with effect on the last day of the settlement period or the day preceding the date of entry into force of the introduced changes.

6. Notice of termination should be submitted in writing to any Club or by sending an e-mail to: [kontakt@loopfitness.pl](mailto:kontakt@loopfitness.pl).

#### **X. Assignment of rights under the contract**

1. Under each Membership Card, it is possible to transfer the rights and obligations of the Club Member to a third party (assignment) with the consent of Loop .

2. Persons interested in making an assignment are obliged to contact the Club staff to complete the appropriate formalities.

3. For the assignment of the Pass, Loop charges a fee in accordance with the Price List.

#### **XI. Final Provisions**

1. A Club Member may submit complaints regarding the provision of services by Loop . This can be done in person at the Club's reception, by post to the address of the selected Club or by sending an e-mail to: [manager@loopfitness.pl](mailto:manager@loopfitness.pl). In the notification, the Club Member should indicate his name and surname, contact details (telephone number, correspondence address, e-mail address), indicate the Club to which the complaint relates, and provide a concise description of the situation. Loop reserves the right to respond to a complaint within 30 days from the date of receipt of a notification that meets the above conditions.

2. All correspondence sent by Loop via e-mail will be sent only to the following address: [manager@loopfitness.pl](mailto:manager@loopfitness.pl).

3. The administrator of the personal data of Club Members is Circle Fitness Poland sp. z o. o. with its registered office in Warsaw, at ul. Cybernetyki 10, 02-677 Warszawa. Detailed information on the processing of personal data is available in the Privacy Policy at [www.loopfitness.pl](http://www.loopfitness.pl).

4. Loop is not responsible for the Club Member's failure to comply with the provisions of the General Terms and Conditions and the Regulations.

5. In matters not regulated in the General Terms and Conditions, the provisions of generally applicable law shall apply.

6. Recognition of any provision of these General Terms and Conditions as invalid does not affect the validity of the remaining provisions.

7. These General Terms and Conditions are valid from September 18, 2023.

8. Attachments: Attachment No. 1 - Price list.

Annex No. 1 to the General Terms and Conditions applicable from September 1, 8, 2023 - Price list

1. One-day pass – PLN 30
2. Weekly pass – PLN 50
3. 2-week pass – PLN 100
4. 30-day pass – PLN 199
5. Pass for an indefinite period (membership) – PLN 159 per billing period
6. Entry fee – PLN 49



7. Fee for the assignment of the Pass – PLN 100

8. Fee for freezing the Pass - PLN 25