

PRIVACY POLICY

&

GENERAL CONDITIONS FOR USING THE INTERNET WEBSITE HOLMES PLACE CONCEPT SP. Z O.O.

www.iconfitness.club

GENERAL INFORMATION:

These **General Terms and Conditions** govern the use of ICON FITNESS websites, including content and services made available there (hereinafter the "**ICON FITNESS website**").

Any person who accesses the ICON FITNESS website (hereinafter referred to as the "**User**") accepts the present General Terms and Privacy Policy contained therein.

Content and services that have been made available to the User on the ICON FITNESS website ("**Content**" and "**Services**", respectively) may also be subject to special conditions that will have priority over the General Terms in case of conflict ("**Specific Conditions**"). The User, each time he uses the Website Content or Service, also accepts the relevant Special Conditions applicable.

The administrator of personal data contained in the website is Holmes Place Concept Sp.z o.o. with headquarters in Warsaw at ul. Grzybowska 63, NIP 527 266 93 98, REGON 145878612 (hereinafter referred to as **Icon Fitness**)

Therefore, the User must carefully read the General Terms and Conditions if he wants to use the ICON FITNESS website and, as with the relevant Detailed Terms, each time he intends to use any Content or Service.

In any event, ICON FITNESS reserves the right to change, at any time and without prior notice, the presentation and configuration of the ICON FITNESS website, as well as these General Conditions or applicable Detailed Terms.

PERSONAL DATA:

Visits on the ICON FITNESS website do not require automatic registration of any personal data identifying the user.

In the interest of security of the data entrusted to us, internal procedures and recommendations have been developed to prevent unauthorized access to data. The control of their execution and constant checking of compliance with the relevant legal acts was introduced - the Personal Data Protection Act, the Electronic Services Provision Act, as well as all types of executive acts and Community legislation.

Personal Data are processed on the basis of the consent expressed by the User and in cases where the law authorizes Holmes Place to process personal data on the basis of law or to implement the contract concluded between the parties.

The website performs the functions of obtaining information about users and their behaviors in the following way:

- a) by voluntarily introduced
- b) by collecting "cookies" [see the "Cookies" policy].

The data provided in the form are processed for the purpose resulting from the function of a specific form, eg in order to process the information contact.

Personal data left on the site will not be sold or made available to third parties, in accordance with the provisions of the Act on the Protection of Personal Data.

The data contained in the form may be viewed by the natural person who placed it there. This person also has the right to modify and cease processing of his data at any time.

However, there are certain information that is not personal and is not identifiable with a specific user who is collected and stored on the Internet by HOLMES PLACE (for example, a user's web browser, user's operating system to access ICON FITNESS websites) to improve user navigation and site management ICON FITNESS.

The collected data is processed automatically and targeted, within the corporate group, part of which is ICON FITNESS, in order to determine the quality of the user / customer, the consistent collection of future contacts, namely direct marketing activities.

The relevant holder is provided in accordance with applicable national and international regulations (in particular the Federal Data Protection Act and Regulation (EU) 2016/679 (GDPR)), access rights, rectification, deletion, restriction or opposition to use, as well as the right to transfer of personal data.

The scope of data processed in individual Services and Content may vary. Information in this regard is available in the Detailed Terms and is available from the Holmes Place Data Protection Officer (see below).

DATA PROTECTION OFFICER

The Data Protection Officer for Holmes Place is a person who can be contacted in all matters relating to the processing of personal data and the use of rights related to this processing. If there is a need to contact the Data Protection Inspector, he is available at the @ address: iodo@iconfitness.pl

USE OF THE ICON FITNESS WEBSITE:

Unless otherwise agreed, the use of the ICON FITNESS website shall be free of charge, without prejudice to the cost of connecting the appropriate electronic communications network through which the User accesses.

The user knows and accepts voluntarily that the use of the ICON FITNESS website is always on the sole responsibility.

By using the ICON FITNESS website, the User undertakes:

- do not perform activities that may hinder or destroy the image, interests and rights of ICON FITNESS or third parties,
- not perform any activities that may hinder, detriment or cause the suspension of the ICON FITNESS website,
- do not act in any way that prevents the normal use of the HOLMES PLACE website.

ICON FITNESS declares that it takes adequate security measures sufficient to detect the presence of viruses. Nevertheless, the User must be aware that the security measures of computer systems on

the Internet are not completely reliable and therefore ICON FITNESS may not guarantee the absence of viruses or other elements that may cause changes to the User's computer systems (software and hardware) or digital content contained therein documents and files.

COPYRIGHT OF INTELLECTUAL PROPERTY:

In accordance with these General Conditions (or through access to the ICON FITNESS website and / or the use of its content and services), the User is not entitled to any intellectual or industrial property rights on the ICON FITNESS website or in any of its components; Users are prohibited from reproducing, transforming, distributing, publicly communicating, sharing, extracting, re-using, re-sending or using in any way, by any means or procedures, except in cases where it is legally permitted or authorized by the holder of the relevant rights.

You may view and obtain a temporary private copy of the Content, for exclusive, personal and private use, on your computer systems (software and hardware) when this is not intended to develop your commercial or professional activity.

You must refrain from obtaining or attempting to obtain Content through various means or procedures that have been made available to it, as in the case of those offered for this purpose or normally used on the Internet (and which in the latter case do not constitute a risk of damage or destruction of the site) ICON FITNESS website).

All texts, charts, editorial content, data, graphics, designs, HTML, photos, music, sounds, images, software, films or other content that Users see or read on the Website are stored by ICON FITNESS or used by the rights holder. This material is protected by all means, means and technologies already known or developed. ICON FITNESS has the property of all such materials, as well as coordination, selection and knowledge. This material is protected by laws that regulate copyrights, patents, logos and more, both at home and around the world. Users may not copy, download, use, redesign, reconfigure or retransmit anything from the Website in writing without the prior consent of ICON FITNESS. The use of this material is prohibited without the permission of ICON FITNESS and / or right holders.

ICON FITNESS is a trademark, including its logo. Copying or using a brand, logo or name without prior written consent of the owner is prohibited.

The user must comply with all intellectual property rights at any time on the ICON FITNESS website owned by ICON FITNESS or by third parties.

PUBLIC AREAS:

The Website may contain profiles, blogs, discussion forums, applications, work publications, discussion groups, forums, communities and / or other means of communication ("public areas") that allow communication between Users.

These common areas can only be used to send and receive messages and messages that are appropriate for a given forum.

The user can not without exceptions:

- Defame, insult, harass, persecute, threaten or violate the rights of others (especially the right to privacy) in any other way;
- Publish, send, distribute any names, subjects, material or information that is profane, defamatory, indecent or unlawful;
- Use the Service for any purpose that violates local, national or international laws;
- Upload files containing software or other materials that infringe the intellectual property rights (or

privacy rights) of third parties;

- Upload files containing viruses, Trojans, corrupted files or similar software that can damage other users' computer;
- Publish or offer products or services that are not relevant to the Service;
- Create or forward surveys, contests, diagrams or chain letters;
- Act on behalf of another person or allow another person to use their identity to publish or display comments;
- Publish the same note repeatedly ("spamming");
- Download files sent by another User you know, or which should be known or disseminated through the Service;
- Limit or block access to public areas to other users;
- Emphasize or declare that the statements made by you are approved by ICON FITNESS without prior written consent;
- Use any automatic and / or manual process to track or index ICON FITNESS;
- Hack or interfere in HOLMES PLACE, its servers or network;
- Customize, change, license or sublicense the " ICON FITNESS " brand for personal or commercial use;
- Remove or alter, visually or otherwise, the copyright, trademark or ownership rights and brands held by ICON FITNESS;
- Upload offensive and / or destructive content, including content that defends, accepts, tolerates or promotes racism, intolerance, hatred or violence.

CHANGES IN CONDITIONS OF USE:

We reserve the right to change the privacy policy of the website, which may be affected by the development of Internet technology, possible changes in the law in the field of personal data protection and the development of our website. We will inform you about any changes in a visible and understandable way.

This document will always be available online and can be freely consulted, registered or printed at any time, even without registration on the website.

User's subsequent access and use of the website will be considered as a clear sign that they have read, accepted and understood the amended Terms, unless they imply a change in the handling of ICON FITNESS personal data, in which you will have been asked explicitly to change your treatment or for the processing of personal data.

PARTIAL INVALIDITY:

Total or partial invalidity of any of the clauses of these General Terms will not affect the validity of the remaining provisions, which will apply to the full extent, unless the party concerned demonstrates that the purpose intended by the parties implies that there was no such intention.

APPLICABLE LAW / JURISDICTION:

These General Terms are subject to Polish law.

All activities or legal procedures resulting from these General Conditions and the Privacy Policy related to it, its application, fulfillment or infringement will be the property of Polish courts, and the User allows and irrevocably submits the jurisdiction of these courts, as it is done.

Notwithstanding the above paragraph, ICON FITNESS reserves the right to institute proper court proceedings in any jurisdiction in which this Privacy Policy has been breached.

FINAL PROVISIONS:

All people who want to make a purchase through the website declare that they are of legal age and have legal capacity for this purpose.

For each purchase made on this site, it is considered that the User has full knowledge and accepted this document regarding the terms of use.

If the User has any doubts regarding these General Terms and Conditions, including the Privacy Policy or any comment on the HOLMES PLACE website, please contact us at rodo@iconfitness.pl

THIS WE DECLARE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THESE TERMS OF USE AND PRIVACY POLICY ICON FITNESS AND DECLARE THAT MY USE OF SERVICE AND CONTENT IS IN CONFORMITY WITH THE ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT.