



# **Terms and Conditions of the ICON Fitness Club (“FLEXI”, „STUDENT” Memberships)**

## **INTRODUCTION**

Any individual using services provided by ICON Fitness (Club Member), shall conclude an Agreement to use the fitness club (hereinafter “Agreement”) with Holmes Place Concept Sp. z o. o. with a registered address at ul. Grzybowska 63, entered in the register of entrepreneurs maintained by the Warsaw District Court, XII Commercial Division of the National Court Register under KRS: 0000402178, NIP: 527-26-69-398, with share capital of PLN 5,000.00, which operates ICON Fitness brand clubs, upon terms described in these Terms and Conditions.

## **DEFINITIONS**

1. Terms used in these Terms and Conditions shall have the following meaning:
  - a) Club Member – a party that joined the ICON Fitness club and has met the conditions described in point 2, below
  - b) Membership – the term during which a Club Member is authorized to use the club
  - c) Membership month – a term of membership lasting 4 weeks
  - d) Club – a location selected by Client, via the online system or at the time of membership purchase directly from an ICON Fitness consultant (in the course of membership presale);
  - e) Client Zone - a zone accessible to Clients after logging on to their individual profile via the [www.iconfitness.club](http://www.iconfitness.club) webpage, which enables membership suspension, reinstatement and termination, access to invoices and all information concerning membership and purchased services;
  - f) Kiosk – a device found in the Club lobby enabling users to complete the membership registration process, purchase membership, and/or print required consent forms;
  - g) Membership Suspension - an act performed by a Member enabling him or her to maintain their valid membership for an additional processing fee (“suspension fee”), but that does not allow entry to the Club;
  - h) Membership Fee - the monthly fee for Club services;
  - i) Registration Fee - a fee that may be charged in connection with a new member joining the club;
  - j) Membership Suspension Fee - processing fee for suspension of membership allowing for the maintenance of valid membership;
  - k) Payment Date - the following shall be considered the payment date in each case:
    - club opening - for clients who purchased membership prior to club opening,
    - the date a member joins the club or other membership start date selected by a member in case such is deferred, or
    - the Membership reinstatement date in the event such has been previously suspended;
  - l) Client Start Date – the day on which clients possessing active membership status may, for the first time, take full advantage of Club services
  - m) Open Days – days during which access to the Club for the purpose of visiting and becoming familiar with the offer will be made available to all interested parties including those with and without membership status.

## **MEMBERSHIP**

2. Membership in the Club shall be concluded for an indefinite term of no less than 1 month. On the first business day following expiration of the aforementioned 1-month membership term, a fee shall be charged for the next membership term unless Club Member has cancelled their club membership as described in Point 7
3. Club membership shall be conferred and an ICON Fitness Club Member shall be entitled to use services offered by the club upon meeting the following terms:
  - a) on-line registration in the Client Zone on the [www.iconfitness.club](http://www.iconfitness.club) webpage or registration during direct purchase from an ICON Fitness Membership Consultant
  - b) during the first Club visit, leaving your fingerprint (the system does not scan all papillary lines, but only outlines characteristic points of papillary lines, connects the lines and thereby creates a fingerprint map, it then associates the registered person with a given fingerprint; the system is not capable of reversing the recording process, to



renew the recording process, the system records only the image, a map, rather than the actual fingerprint, and this binary system data cannot be used by unauthorized parties, e.g. by institutions such as the police); leaving a fingerprint amounts to Client consent in accordance with art. 23 paragraph 1 pt. 1) of the Act on Data Protection. Processing of the aforementioned biometric data shall occur in compliance with art. 26 paragraph 1 of the Act on Data Protection);

- c) making a membership payment and, in specific cases, also paying the registration fee
- d) granting consent to enter personal information in the ICON Fitness computer database and to process such in accordance with the Act dated 29.08.1997.
4. A Club Member shall not receive a card or any other document confirming his or her Club membership. A Club Member shall receive a welcome letter to the e-mail address provided, which letter shall contain necessary instructions. Access to the Club is made possible by verification of the fingerprint by placing the finger on the reader at the entry door. The system recognizes a registered and paid membership and allows for entry to the Club; the client shall leave the Club in the same manner.
5. A Club Member shall be entitled to use solely the Club assigned to the location selected by Client in the online system or directly at the Club at the time of membership purchase. Club Member shall not be entitled to use Clubs assigned to other locations.
6. In the event of arrearages in Membership dues, ICON Fitness may limit membership by blocking access to the Club and informing the Club Member via one of the following channels: by telephone, text message (SMS), email, in person or in writing. After the passage of seven days, Client shall be informed of an existing arrearage and the possibility of bringing payments up to date. After the passage of 28 days from the payment due date, ICON Fitness may terminate the Club Membership. Club Member shall be informed thereof in the manner provided for above.
7. Club Membership shall be concluded for an indefinite period. Loss of membership shall occur upon failure to pay membership dues for two successive settlement terms, upon terms described in point 6 above, as well as due to voluntary client resignation performed online at [www.iconfitness.club](http://www.iconfitness.club), effective upon the end of the current settlement term. Club Member may be reinstated upon meeting conditions described in point 3.
8. ICON Fitness reserves the right to terminate a Club Member's membership rights effective immediately in the event such member has provided false, fraudulent or misleading personal or contact information. In such event, the Club shall be entitled to withhold the Membership Fee proportionately to the length of membership used, tolling from the first day of the calendar month in which the Membership Fee was paid, through the date of termination of the agreement with the Club Member.
9. A Client may suspend or reinstate membership at any time by logging on to the client zone, effective the first day after the end of the settlement term during which Club Member submitted the suspension request. Client shall be informed of the membership suspension date and the suspension effective date.
10. In the case of an Agreement concluded outside the ICON Fitness premises or an agreement concluded via remote means, a Club Member shall be entitled to terminate the membership agreement within 14 days:
  - a) of the Club opening date, in the event of Agreement conclusion prior to Club opening; or
  - b) of the Agreement conclusion date, in the case of a Club that is already open.In both such cases, ICON Fitness shall be entitled to charge the full registration and membership fees in the amount proportional to the number of days the membership lasted, tolling from the Club opening date/Club membership date, until the date ICON Fitness received written notice from Member of membership termination. In the event of agreement termination within 14 days of Agreement conclusion, Agreement termination shall be submitted in writing to [katowice@iconfitness.pl](mailto:katowice@iconfitness.pl)
11. For members joining the Club prior to its opening, membership shall begin upon the date of Club opening. It is not possible to defer the membership start date. For members joining an already open Club, membership shall begin on the date membership dues are paid or on another date indicated by the Club Member, where the maximum membership start date in such case may be deferred by no more than three months.
12. Any individual who is at least 18-years-of-age, of full legal capacity, and without contraindications from a physician may become a Club Member. No access shall be granted to the Club to individuals of less than 16 years of age excepting a situation where these Terms and Conditions provide otherwise or Icon has previously granted written permission. For individuals between 16 and 18 years of age, membership shall be concluded by their legal guardian, i.e. a parent or other legal guardian with the prior written consent of the parent/legal guardian for the underage individual to use the Club.
13. In the event of medical contraindications to sporting activity, an individual may become a Club Member at his or her own risk.

## PAYMENTS

14. The following terms and conditions shall apply with respect to Payments:
  - a) ICON Fitness shall accept cashless payments;
  - b) The first payment may also be made using a payment card (Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro);



- c) Monthly membership payments shall be made only using a credit/debit card with online payment functions that shall authorize ICON Fitness to charge the credit/debit card of the Club Member with the full Membership Fee payment amount due for a given settlement period and at each successive period where the individual remains a club member, without the need to notify the Club Member thereof.
- d) In the event of the inability to draw funds from the credit/debit card of the Club Member, ICON Fitness shall make successive attempts to charge a Member's credit/debit card. In the event the aforementioned attempts prove ineffective, ICON Fitness shall be entitled to temporarily suspend or completely cancel membership pursuant to point 6 of these Terms and Conditions.
- e) In the event the payment date falls upon a weekend or holiday, requests to charge the credit card will be made on the following business day.
- f) Client shall have sufficient available funds on the credit card account to enable timely payment of membership dues.
- g) Membership suspension fees shall be charged beginning with the next payment due, pursuant to the following:
- h) if the Client suspends membership before 12 midnight of the day preceding the payment date, the membership suspension fee shall be charged beginning with the current month.
- i) if the Client suspends membership after 12 midnight of the day preceding the payment date, the membership suspension fee shall be charged beginning with the following month.

## **USING THE CLUB**

15. The following Terms and Conditions shall apply to use of the Club:

- a) Each Club establishes its own Club Terms and Conditions, which shall contain terms and conditions for appropriate use of the Club, Club equipment, and respect for the rights of the Club Members. Every Club Member shall review Club Terms and Conditions and shall observe such;
- b) Club Member shall use facilities, devices and equipment belonging to the Club in a manner compliant with their intended use. Club Member shall be materially liable for damage or destruction to facilities, devices and/or equipment belonging to the Club;
- c) Club entry and exit shall be allowed solely through the use of the entryways, after performing a fingerprint scan. Club Members shall use the entryway one at a time; no more than one person shall be present in the entryway at any one time. Failure to observe the above shall be deemed a violation of Club Terms and Conditions. ICON Fitness shall be entitled to terminate a Club Member's membership rights effective immediately without refund for the remaining membership duration in such situation. ICON Fitness further reserves the right to place a lifetime ban on access to its clubs.
- d) Club Member shall observe fire safety regulations and instructions for the use of particular facilities, devices and equipment belonging to the Club, especially instructions provided by instructors and other Club service personnel.
- e) Club Member shall observe general hygiene and cleanliness principles and shall also observe generally accepted norms of behavior in the course of using Club services. It shall not be permitted to interfere or prevent other members from using the Club, to insult or threaten, use language generally considered to be offensive upon Club premises, despite warnings to the contrary from Club personnel. It shall not be permitted to behave in a manner that violates the dignity of other Club members, including behavior that is vulgar or obscene, that which exhibits racism, or evidences harassment or discrimination based on race, religious belief or gender.
- f) It shall not be permitted to consume alcohol, other intoxicants or smoke tobacco products upon Club premises. Individuals appearing to be under the influence of alcohol or other intoxicants shall not be allowed upon Club premises. ICON Fitness reserves the right to limit the membership rights of any Member violating the aforementioned principles, as well as to revoke membership effective immediately with no financial compensation for unused membership time.
- g) Upon club premises, Club Members shall change into clean closed-toe-and-heel athletic footwear, and into rubber anti-slip shower footwear in premises such as bathrooms and shower rooms.
- h) Club Members shall use their own towels upon Club premises for hygienic reasons, and shall also possess a lock for lockers to assure the security of items left therein.
- i) ICON Fitness and instructors shall not be liable for accidents and injuries occurring upon Club premises arising from failure to observe these Terms and Conditions by Club Members.
- j) Lockers in the changing rooms are not monitored and therefore a Club Member shall not bring onto Club premises money or any other objects of significant value. Should a Club Member be in possession of valuables (e.g. money, jewelry, personal identification document, car keys, important documents, cell phone, computer, etc.) upon Club premises, he/she shall deposit such in monitored lockers.
- k) ICON Fitness reserves the right to empty and clean lockers in changing rooms as part of general cleaning. Items left in the lockers shall be deposited upon Club premises and may be picked up at the Club within three days from such date of deposit. After the passage of such time, said items shall be deemed abandoned pursuant to art. 180 of the Civil Code and shall be discarded, recycled or donated to charity.
- l) It is forbidden to leave items in lockers for a period exceeding a single training visit, during which training the lockers should be locked. After completing training, each client shall remove all personal items from lockers.



## **PROTECTION OF PERSONAL INFORMATION AND PRIVACY POLICY**

16. This section defines the rules for the processing and protection of personal data provided by Club Members in connection with their use of membership services in Holmes Place clubs necessary for the performance of mutual benefits.
- a) ICON fitness (Holmes Place Concept Sp.z o.o.) is the administrator of personal data of Club Members. Providing data is voluntarily, however, necessary to conclude a contract for the provision of member services by the Club. The Inspector of Personal Data Protection for ICON fitness is a person who can be contacted in all matters related 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, it is available at the address [iodo@iconfitness.pl](mailto:iodo@iconfitness.pl)
  - b) Personal data will be processed by ICON fitness solely on the basis of the consent granted to the processing of data and solely for the purpose of providing services provided by the Club, handling the complaint process and possible pursuit of claims, as well as for a specific purpose by the personal data administrator.
  - c) Personal data concerning the Club member's training progress processed as part of access to training progress will be processed only on the basis of the User's consent.
  - d) Personal data provided to ICON fitness will be stored for the purpose of the service, and after its completion until the resignation of processing personal data. ICON fitness provides the possibility to remove personal data from the collection kept at the email address: [rodo@iconfitness.pl](mailto:rodo@iconfitness.pl)
  - e) Member of the Club, providing his personal data, has the right to access their content, rectify, delete or limit processing, withdraw consent at any time and the right to transfer these data. Processing of personal data of a Member of the Club processed for marketing purposes is based on the legitimate interests of the data controller and therefore the Member of the Club has the right to object to the processing of data for statistical and marketing purposes at any time and to the extent that the processing is related to marketing direct.
  - f) ICON fitness may refuse to delete personal data if a Member of the Club violated the applicable law, and the retention of personal data is necessary to clarify these circumstances and determine the liability of the Member of the Club by the judicial authorities.
  - g) ICON fitness protects the personal data provided to it and makes every effort to protect it from unauthorized access or use. The set of collected personal data of Club Members is treated as a separate database in a special security zone ensuring proper protection.
  - h) ICON fitness does not transfer, sell or lend collected personal data of Club Members to third parties, unless it is done with the explicit consent of the User. Except for the situation in which ICON fitness will provide data in accordance with applicable law or at the request of a court, prosecutor, police or other authorized body, in case of violation of the law by Club Members. ICON fitness reserves the right to disclose the data of Club Law Club members who are in arrears with the payment of membership fees based on the concluded agreement for the recovery of debts. ICON fitness uses the services of an external hosting, mailing and text messaging company that provides its servers for business purposes, thus ICON fitness uses the services of trusted partners who are bound by the entrustment agreement and a confidentiality agreement.
  - i) ICON fitness with the consent of a Member of the Club may transfer his personal data to the extent necessary for the implementation of the selected method of payment by the Member of the Club to Elavon / Six Safer Payment / Przelewy 24 based in Warsaw.
  - j) A Member of the Club has the right to lodge a complaint against the activities of the Administrator violating the principles of personal data processing to the supervisory body for the processing of personal data in the Republic of Poland (GIODO or other authority established for this purpose by the applicable law).

## **OTHER PROVISIONS**

17. ICON Fitness shall be entitled to temporarily not provide services and close Club premises for the purpose of conducting maintenance, renovation or other activities necessary for proper Club functioning and for the provision of services at the highest level. In such event, the Club shall be entitled to continue charging the Membership Fee in an amount proportional to the number of days of Membership duration, counted from the first day of the calendar month in which the Membership Fee was paid until the day of the temporary suspension of services and closure of the Club facility. The subsequent Membership Fee shall be charged after the Club is again made available for use. If the Club is made available for use in the course of a given calendar month, the Membership Fee shall be charged in the amount proportional to the number of days the Membership lasted, counted from the date the Club was made available until the last day of the month in which the Club was again made available for use. Successive Membership Fees shall be charged upon terms described in point 14 above.
18. In the event of a lack of cancellation of a group class, ICON fitness can block access to group classes. The blockade can be removed only with ICON fitness' permission.
19. Prior to using Club services for the first time, a Club Member shall review and observe these Terms and Conditions.
20. In the event of any remarks or complaints concerning Club operations, please contact [dominika.wieszczyk@iconfitness.pl](mailto:dominika.wieszczyk@iconfitness.pl). ICON Fitness shall provide a written response to your suggestions within 20 business days from the receipt of such remarks complaints.



21. These Terms and Conditions shall apply upon their publication.
22. ICON Fitness reserves the right to amend these Terms and Conditions, where the amended Terms and Conditions shall be published at [www.iconfitness.club](http://www.iconfitness.club) and Club Members shall receive notice of amendments introduced into the Terms and Conditions within 14 days from the delivery of notice of the amendments introduced into the Terms and Conditions via registered letter or by email with confirmation of receipt.
23. Provisions of the Civil Code shall apply in matters not regulated by these Terms and Conditions.

These Terms and Conditions shall apply as of 22.05.2018



# **Terms and Conditions of the ICON Fitness Club** **("52 week" Memberships)**

## **INTRODUCTION**

Any individual using services provided by ICON Fitness (Club Member), shall conclude an Agreement to use the fitness club (hereinafter "Agreement") with Holmes Place Concept Sp. z o. o. with a registered address at ul. Grzybowska 63, entered in the register of entrepreneurs maintained by the Warsaw District Court, XII Commercial Division of the National Court Register under KRS: 0000402178, NIP: 527-26-69-398, with share capital of PLN 5,000.00, which operates ICON Fitness brand clubs, upon terms described in these Terms and Conditions.

## **DEFINITIONS**

1. Terms used in these Terms and Conditions shall have the following meaning:
  - a) Club Member – a party that joined the ICON Fitness club and has met the conditions described in point 2, below
  - b) Membership – the term during which a Club Member is authorized to use the club
  - c) Membership month – a term of membership lasting 4 weeks
  - d) Club – a location selected by Client, via the online system or at the time of membership purchase directly from an ICON Fitness consultant (in the course of membership presale);
  - e) Client Zone - a zone accessible to Clients after logging on to their individual profile via the [www.iconfitness.club](http://www.iconfitness.club) webpage, which enables membership suspension, reinstatement and termination, access to invoices and all information concerning membership and purchased services;
  - f) Kiosk – a device found in the Club lobby enabling users to complete the membership registration process, purchase membership, and/or print required consent forms;
  - g) Membership Suspension - an act performed by a Member enabling him or her to maintain their valid membership for an additional processing fee ("suspension fee"), but that does not allow entry to the Club;
  - h) Membership Fee - the monthly fee for Club services;
  - i) Registration Fee - a fee that may be charged in connection with a new member joining the club;
  - j) Membership Suspension Fee - processing fee for suspension of membership allowing for the maintenance of valid membership;
  - k) Payment Date - the following shall be considered the payment date in each case:
    - club opening - for clients who purchased membership prior to club opening,
    - the date a member joins the club or other membership start date selected by a member in case such is deferred,or
    - the Membership reinstatement date in the event such has been previously suspended;
  - l) Client Start Date – the day on which clients possessing active membership status may, for the first time, take full advantage of Club services
  - m) Open Days – days during which access to the Club for the purpose of visiting and becoming familiar with the offer will be made available to all interested parties including those with and without membership status.

## **MEMBERSHIP**

2. Club membership shall be concluded for a 52-week term. Upon the day following the final day of the aforementioned term, the Agreement shall be extended for an indefinite term, unless Club Member cancels membership in the Client Zone. Membership Fees shall remain unchanged. If the Agreement duration is extended for an indefinite term, either party shall be entitled to terminate the Agreement with 1 (one) month's termination notice. Membership, and all attendant rights and obligations, shall then terminate upon the final day of the termination notice term.



3. When joining the club for a 52-week term, a Club Member shall receive a PLN 149.00 discount. In the event of agreement termination, early membership termination, or failure to make membership payments by the Holmes Place, Club Member shall forthwith repay the discount amount. The discount shall be charged in the system in the Client Zone.

4. Club membership shall be conferred and an ICON Fitness Club Member shall be entitled to use services offered by the club upon meeting the following terms:
  - a) on-line registration in the Client Zone on the [www.iconfitness.club](http://www.iconfitness.club) webpage or registration during direct purchase from an ICON Fitness Membership Consultant
  - b) during the first Club visit, leaving your fingerprint (the system does not scan all papillary lines, but only outlines characteristic points of papillary lines, connects the lines and thereby creates a fingerprint map, it then associates the registered person with a given fingerprint; the system is not capable of reversing the recording process, to renew the recording process, the system records only the image, a map, rather than the actual fingerprint, and this binary system data cannot be used by unauthorized parties, e.g. by institutions such as the police); leaving a fingerprint amounts to Client consent in accordance with art. 23 paragraph 1 pt. 1) of the Act on Data Protection. Processing of the aforementioned biometric data shall occur in compliance with art. 26 paragraph 1 of the Act on Data Protection);
  - c) making a membership payment and, in specific cases, also paying the registration fee
  - d) granting consent to enter personal information in the ICON Fitness computer database and to process such in accordance with the Act dated 29.08.1997.
5. A Club Member shall not receive a card or any other document confirming his or her Club membership. A Club Member shall receive a welcome letter to the e-mail address provided, which letter shall contain necessary instructions. Access to the Club is made possible by verification of the fingerprint by placing the finger on the reader at the entry door. The system recognizes a registered and paid membership and allows for entry to the Club; the client shall leave the Club in the same manner.
6. A Club Member shall be entitled to use solely the Club assigned to the location selected by Client in the online system or directly at the Club at the time of membership purchase. Club Member shall not be entitled to use Clubs assigned to other locations.
7. In the event of arrearages in Membership dues, ICON Fitness may limit membership by blocking access to the Club and informing the Club Member via one of the following channels: by telephone, text message (SMS), email, in person or in writing. After the passage of seven days, Client shall be informed of an existing arrearage and the possibility of bringing payments up to date. After the passage of 28 days from the payment due date, ICON Fitness may terminate the Club Membership. Club Member shall be informed thereof in the manner provided for above.
8. Club Membership shall be concluded for a term described in point 2. Loss of membership shall occur upon failure to pay membership dues for two successive settlement terms, upon terms described in point 3 above, as well as due to voluntary client resignation performed online at [www.iconfitness.club](http://www.iconfitness.club). Club Member may be reinstated upon meeting conditions described in point 4.
9. ICON Fitness reserves the right to terminate a Club Member's membership rights effective immediately in the event such member has provided false, fraudulent or misleading personal or contact information. In such event, the Club shall be entitled to withhold the Membership Fee proportionately to the length of membership used, tolling from the first day of the calendar month in which the Membership Fee was paid, through the date of termination of the agreement with the Club Member.
10. A Client may suspend or reinstate membership at any time by logging on to the client zone, effective the first day after the end of the settlement term during which Club Member submitted the suspension request. Client shall be informed of the membership suspension date and the suspension effective date.
11. In the case of an Agreement concluded outside the ICON Fitness premises or an agreement concluded via remote means, a Club Member shall be entitled to terminate the membership agreement within 14 days:
  - a) of the Club opening date, in the event of Agreement conclusion prior to Club opening; or
  - b) of the Agreement conclusion date, in the case of a Club that is already open.In both such cases, ICON Fitness shall be entitled to charge the full registration and membership fees in the amount proportional to the number of days the membership lasted, tolling from the Club opening date/Club membership date, until the date ICON Fitness received written notice from Member of membership termination. In the event of agreement termination within 14 days of Agreement conclusion, Agreement termination shall be submitted in writing to [katowice@iconfitness.pl](mailto:katowice@iconfitness.pl)
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13. Any individual who is at least 18-years-of-age, of full legal capacity, and without contraindications from a physician may become a Club Member. No access shall be granted to the Club to individuals of less than 16 years of age excepting a situation where these Terms and Conditions provide otherwise or Icon has previously granted written permission. For individuals between 16 and 18 years of age, membership shall be concluded by their legal guardian, i.e. a parent or other legal guardian with the prior written consent of the parent/legal guardian for the underage individual to use the Club.



14. In the event of medical contraindications to sporting activity, an individual may become a Club Member at his or her own risk.

## **PAYMENTS**

15. The following terms and conditions shall apply with respect to Payments:
- a) ICON Fitness shall accept cashless payments;
  - b) The first payment may also be made using a payment card (Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro);
  - c) Monthly membership payments shall be made only using a credit/debit card with online payment functions that shall authorize ICON Fitness to charge the credit/debit card of the Club Member with the full Membership Fee payment amount due for a given settlement period and at each successive period where the individual remains a club member, without the need to notify the Club Member thereof.
  - d) In the event of the inability to draw funds from the credit/debit card of the Club Member, ICON Fitness shall make successive attempts to charge a Member's credit/debit card. In the event the aforementioned attempts prove ineffective, ICON Fitness shall be entitled to temporarily suspend or completely cancel membership pursuant to point 7 of these Terms and Conditions.
  - e) In the event the payment date falls upon a weekend or holiday, requests to charge the credit card will be made on the following business day.
  - f) Client shall have sufficient available funds on the credit card account to enable timely payment of membership dues.
  - g) Membership suspension fees shall be charged beginning with the next payment due, pursuant to the following:
  - h) if the Client suspends membership before 12 midnight of the day preceding the payment date, the membership suspension fee shall be charged beginning with the current month.
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## **USING THE CLUB**

16. The following Terms and Conditions shall apply to use of the Club:
- a) Each Club establishes its own Club Terms and Conditions, which shall contain terms and conditions for appropriate use of the Club, Club equipment, and respect for the rights of the Club Members. Every Club Member shall review Club Terms and Conditions and shall observe such;
  - b) Club Member shall use facilities, devices and equipment belonging to the Club in a manner compliant with their intended use. Club Member shall be materially liable for damage or destruction to facilities, devices and/or equipment belonging to the Club;
  - c) Club entry and exit shall be allowed solely through the use of the entryways, after performing a fingerprint scan. Club Members shall use the entryway one at a time; no more than one person shall be present in the entryway at any one time. Failure to observe the above shall be deemed a violation of Club Terms and Conditions. ICON Fitness shall be entitled to terminate a Club Member's membership rights effective immediately without refund for the remaining membership duration in such situation. ICON Fitness further reserves the right to place a lifetime ban on access to its clubs.
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  - g) Upon club premises, Club Members shall change into clean closed-toe-and-heel athletic footwear, and into rubber anti-slip shower footwear in premises such as bathrooms and shower rooms.
  - h) Club Members shall use their own towels upon Club premises for hygienic reasons, and shall also possess a lock for lockers to assure the security of items left therein.
  - i) ICON Fitness and instructors shall not be liable for accidents and injuries occurring upon Club premises arising from failure to observe these Terms and Conditions by Club Members.





- j) Lockers in the changing rooms are not monitored and therefore a Club Member shall not bring onto Club premises money or any other objects of significant value. Should a Club Member be in possession of valuables (e.g. money, jewelry, personal identification document, car keys, important documents, cell phone, computer, etc.) upon Club premises, he/she shall deposit such in monitored lockers.
- k) ICON Fitness reserves the right to empty and clean lockers in changing rooms as part of general cleaning. Items left in the lockers shall be deposited upon Club premises and may be picked up at the Club within three days from such date of deposit. After the passage of such time, said items shall be deemed abandoned pursuant to art. 180 of the Civil Code and shall be discarded, recycled or donated to charity.
- l) It is forbidden to leave items in lockers for a period exceeding a single training visit, during which training the lockers should be locked. After completing training, each client shall remove all personal items from lockers.

## **PROTECTION OF PERSONAL INFORMATION AND PRIVACY POLICY**

17. This section defines the rules for the processing and protection of personal data provided by Club Members in connection with their use of membership services in Holmes Place clubs necessary for the performance of mutual benefits.
- a) ICON fitness (Holmes Place Concept Sp.z o.o.) is the administrator of personal data of Club Members. Providing data is voluntarily, however, necessary to conclude a contract for the provision of member services by the Club. The Inspector of Personal Data Protection for ICON fitness is a person who can be contacted in all matters related 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, it is available at the address [iodo@iconfitness.pl](mailto:iodo@iconfitness.pl)
  - b) Personal data will be processed by ICON fitness solely on the basis of the consent granted to the processing of data and solely for the purpose of providing services provided by the Club, handling the complaint process and possible pursuit of claims, as well as for a specific purpose by the personal data administrator.
  - c) Personal data concerning the Club member's training progress processed as part of access to training progress will be processed only on the basis of the User's consent.
  - d) Personal data provided to ICON fitness will be stored for the purpose of the service, and after its completion until the resignation of processing personal data. ICON fitness provides the possibility to remove personal data from the collection kept at the email address: [rodo@iconfitness.pl](mailto:rodo@iconfitness.pl)
  - e) Member of the Club, providing his personal data, has the right to access their content, rectify, delete or limit processing, withdraw consent at any time and the right to transfer these data. Processing of personal data of a Member of the Club processed for marketing purposes is based on the legitimate interests of the data controller and therefore the Member of the Club has the right to object to the processing of data for statistical and marketing purposes at any time and to the extent that the processing is related to marketing direct.
  - f) ICON fitness may refuse to delete personal data if a Member of the Club violated the applicable law, and the retention of personal data is necessary to clarify these circumstances and determine the liability of the Member of the Club by the judicial authorities.
  - g) ICON fitness protects the personal data provided to it and makes every effort to protect it from unauthorized access or use. The set of collected personal data of Club Members is treated as a separate database in a special security zone ensuring proper protection.
  - h) ICON fitness does not transfer, sell or lend collected personal data of Club Members to third parties, unless it is done with the explicit consent of the User. Except for the situation in which ICON fitness will provide data in accordance with applicable law or at the request of a court, prosecutor, police or other authorized body, in case of violation of the law by Club Members. ICON fitness reserves the right to disclose the data of Club Law Club members who are in arrears with the payment of membership fees based on the concluded agreement for the recovery of debts. ICON fitness uses the services of an external hosting, mailing and text messaging company that provides its servers for business purposes, thus ICON fitness uses the services of trusted partners who are bound by the entrustment agreement and a confidentiality agreement.
  - i) ICON fitness with the consent of a Member of the Club may transfer his personal data to the extent necessary for the implementation of the selected method of payment by the Member of the Club to Elavon / Six Safer Payment / Przelewy 24 based in Warsaw.
  - j) A Member of the Club has the right to lodge a complaint against the activities of the Administrator violating the principles of personal data processing to the supervisory body for the processing of personal data in the Republic of Poland (GIODO or other authority established for this purpose by the applicable law).

## **OTHER PROVISIONS**

18. ICON Fitness shall be entitled to temporarily not provide services and close Club premises for the purpose of conducting maintenance, renovation or other activities necessary for proper Club functioning and for the provision of services at the highest level. In such event, the Club shall be entitled to continue charging the Membership Fee in an amount proportional to the number of days of Membership duration, counted from the first day of the calendar



month in which the Membership Fee was paid until the day of the temporary suspension of services and closure of the Club facility. The subsequent Membership Fee shall be charged after the Club is again made available for use. If the Club is made available for use in the course of a given calendar month, the Membership Fee shall be charged in the amount proportional to the number of days the Membership lasted, counted from the date the Club was made available until the last day of the month in which the Club was again made available for use. Successive Membership Fees shall be charged upon terms described in point 15 above.

19. In the event of a lack of cancellation of a group class, ICON fitness can block access to group classes. The blockade can be removed only with ICON fitness' permission.
20. Prior to using Club services for the first time, a Club Member shall review and observe these Terms and Conditions.
21. In the event of any remarks or complaints concerning Club operations, please contact [dominika.wieszczyk@iconfitness.pl](mailto:dominika.wieszczyk@iconfitness.pl). ICON Fitness shall provide a written response to your suggestions within 20 business days from the receipt of such remarks complaints.
22. These Terms and Conditions shall apply upon their publication.
23. ICON Fitness reserves the right to amend these Terms and Conditions, where the amended Terms and Conditions shall be published at [www.iconfitness.club](http://www.iconfitness.club) and Club Members shall receive notice of amendments introduced into the Terms and Conditions within 14 days from the delivery of notice of the amendments introduced into the Terms and Conditions via registered letter or by email with confirmation of receipt.
24. Provisions of the Civil Code shall apply in matters not regulated by these Terms and Conditions.

These Terms and Conditions shall apply as of 22.05.2018



# **Terms and Conditions of the ICON Fitness Club** **("52 week-up-front" Membership)**

## **INTRODUCTION**

Any individual using services provided by ICON Fitness (Club Member), shall conclude an Agreement to use the fitness club (hereinafter "Agreement") with Holmes Place Concept Sp. z o. o. with a registered address at ul. Grzybowska 63, entered in the register of entrepreneurs maintained by the Warsaw District Court, XII Commercial Division of the National Court Register under KRS: 0000402178, NIP: 527-26-69-398, with share capital of PLN 5,000.00, which operates ICON Fitness brand clubs, upon terms described in these Terms and Conditions.

## **DEFINITIONS**

1. Terms used in these Terms and Conditions shall have the following meaning:
  - a) Club Member – a party that joined the ICON Fitness club and has met the conditions described in point 2, below
  - b) Membership – the term during which a Club Member is authorized to use the club
  - c) Membership month – a term of membership lasting 4 weeks
  - d) Club – a location selected by Client, via the online system or at the time of membership purchase directly from an ICON Fitness consultant (in the course of membership presale);



- e) Client Zone - a zone accessible to Clients after logging on to their individual profile via the [www.iconfitness.club](http://www.iconfitness.club) webpage, which enables membership suspension, reinstatement and termination, access to invoices and all information concerning membership and purchased services;
- f) Kiosk – a device found in the Club lobby enabling users to complete the membership registration process, purchase membership, and/or print required consent forms;
- g) Membership Suspension - an act performed by a Member enabling him or her to maintain their valid membership for an additional processing fee (“suspension fee”), but that does not allow entry to the Club;
- h) Membership Fee - the monthly fee for Club services;
- i) Registration Fee - a fee that may be charged in connection with a new member joining the club;
- j) Membership Suspension Fee - processing fee for suspension of membership allowing for the maintenance of valid membership;
- k) Payment Date - the following shall be considered the payment date in each case:
  - club opening - for clients who purchased membership prior to club opening,
  - the date a member joins the club or other membership start date selected by a member in case such is deferred, or
  - the Membership reinstatement date in the event such has been previously suspended;
- l) Client Start Date – the day on which clients possessing active membership status may, for the first time, take full advantage of Club services
- m) Open Days – days during which access to the Club for the purpose of visiting and becoming familiar with the offer will be made available to all interested parties including those with and without membership status.

## **MEMBERSHIP**

2. Club membership shall be concluded for a 52-week term paid for in full by a single payment upon joining the club.
3. Club membership shall be conferred and an ICON Fitness Club Member shall be entitled to use services offered by the club upon meeting the following terms:
    - a) on-line registration in the Client Zone on the [www.iconfitness.club](http://www.iconfitness.club) webpage or registration during direct purchase from an ICON Fitness Membership Consultant
    - b) during the first Club visit, leaving your fingerprint (the system does not scan all papillary lines, but only outlines characteristic points of papillary lines, connects the lines and thereby creates a fingerprint map, it then associates the registered person with a given fingerprint; the system is not capable of reversing the recording process, to renew the recording process, the system records only the image, a map, rather than the actual fingerprint, and this binary system data cannot be used by unauthorized parties, e.g. by institutions such as the police); leaving a fingerprint amounts to Client consent in accordance with art. 23 paragraph 1 pt. 1) of the Act on Data Protection. Processing of the aforementioned biometric data shall occur in compliance with art. 26 paragraph 1 of the Act on Data Protection);
    - c) making a membership payment and, in specific cases, also paying the registration fee
    - d) granting consent to enter personal information in the ICON Fitness computer database and to process such in accordance with the Act dated 29.08.1997.
  4. A Club Member shall not receive a card or any other document confirming his or her Club membership. A Club Member shall receive a welcome letter to the e-mail address provided, which letter shall contain necessary instructions. Access to the Club is made possible by verification of the fingerprint by placing the finger on the reader at the entry door. The system recognizes a registered and paid membership and allows for entry to the Club; the client shall leave the Club in the same manner.
  5. A Club Member shall be entitled to use solely the Club assigned to the location selected by Client in the online system or directly at the Club at the time of membership purchase. Club Member shall not be entitled to use Clubs assigned to other locations.
  6. In the event of arrearages in Membership dues, ICON Fitness may limit membership by blocking access to the Club and informing the Club Member via one of the following channels: by telephone, text message (SMS), email, in person or in writing. After the passage of seven days, Client shall be informed of an existing arrearage and the possibility of bringing payments up to date. After the passage of 28 days from the payment due date, ICON Fitness may terminate the Club Membership. Club Member shall be informed thereof in the manner provided for above.
  7. Club Membership shall be concluded for a term described in point 2. Loss of membership shall occur upon failure to pay membership dues for two successive settlement terms, upon terms described in point 6 above, as well as due to voluntary client resignation performed online at [www.iconfitness.club](http://www.iconfitness.club). Club Member may be reinstated upon meeting conditions described in point 3.
  8. ICON Fitness reserves the right to terminate a Club Member's membership rights effective immediately in the event such member has provided false, fraudulent or misleading personal or contact information. In such event, the Club shall be entitled to withhold the Membership Fee proportionately to the length of membership used, tolling from the first day of the calendar month in which the Membership Fee was paid, through the date of termination of the agreement with the Club Member.



9. A Client may suspend or reinstate membership at any time by logging on to the client zone, effective the first day after the end of the settlement term during which Club Member submitted the suspension request. Client shall be informed of the membership suspension date and the suspension effective date.
10. In the case of an Agreement concluded outside the ICON Fitness premises or an agreement concluded via remote means, a Club Member shall be entitled to terminate the membership agreement within 14 days:
  - a) of the Club opening date, in the event of Agreement conclusion prior to Club opening; or
  - b) of the Agreement conclusion date, in the case of a Club that is already open.In both such cases, ICON Fitness shall be entitled to charge the full registration and membership fees in the amount proportional to the number of days the membership lasted, tolling from the Club opening date/Club membership date, until the date ICON Fitness received written notice from Member of membership termination. In the event of agreement termination within 14 days of Agreement conclusion, Agreement termination shall be submitted in writing to [katowice@iconfitness.pl](mailto:katowice@iconfitness.pl)
11. For members joining the Club prior to its opening, membership shall begin upon the date of Club opening. It is not possible to defer the membership start date. For members joining an already open Club, membership shall begin on the date membership dues are paid or on another date indicated by the Club Member, where the maximum membership start date in such case may be deferred by no more than three months.
12. Any individual who is at least 18-years-of-age, of full legal capacity, and without contraindications from a physician may become a Club Member. No access shall be granted to the Club to individuals of less than 16 years of age excepting a situation where these Terms and Conditions provide otherwise or Icon has previously granted written permission. For individuals between 16 and 18 years of age, membership shall be concluded by their legal guardian, i.e. a parent or other legal guardian with the prior written consent of the parent/legal guardian for the underage individual to use the Club.
13. In the event of medical contraindications to sporting activity, an individual may become a Club Member at his or her own risk.

## **PAYMENTS**

14. The following terms and conditions shall apply with respect to Payments:
  - a) ICON Fitness shall accept cashless payments;
  - b) Monthly membership payments shall be made only using a credit/debit card with online payment functions that shall authorize ICON Fitness to charge the credit/debit card of the Club Member with the full Membership Fee payment amount due for a given settlement period and at each successive period where the individual remains a club member, without the need to notify the Club Member thereof.
  - c) In the event of the inability to draw funds from the credit/debit card of the Club Member, ICON Fitness shall make successive attempts to charge a Member's credit/debit card. In the event the aforementioned attempts prove ineffective, ICON Fitness shall be entitled to temporarily suspend or completely cancel membership pursuant to point 6 of these Terms and Conditions.
  - d) In the event the payment date falls upon a weekend or holiday, requests to charge the credit card will be made on the following business day.
  - e) Client shall have sufficient available funds on the credit card account to enable timely payment of membership dues.
  - f) Membership suspension fees shall be charged beginning with the next payment due, pursuant to the following:
  - g) if the Client suspends membership before 12 midnight of the day preceding the payment date, the membership suspension fee shall be charged beginning with the current month.
  - h) if the Client suspends membership after 12 midnight of the day preceding the payment date, the membership suspension fee shall be charged beginning with the following month.

## **USING THE CLUB**

15. The following Terms and Conditions shall apply to use of the Club:
  - a) Each Club establishes its own Club Terms and Conditions, which shall contain terms and conditions for appropriate use of the Club, Club equipment, and respect for the rights of the Club Members. Every Club Member shall review Club Terms and Conditions and shall observe such;
  - b) Club Member shall use facilities, devices and equipment belonging to the Club in a manner compliant with their intended use. Club Member shall be materially liable for damage or destruction to facilities, devices and/or equipment belonging to the Club;
  - c) Club entry and exit shall be allowed solely through the use of the entryways, after performing a fingerprint scan. Club Members shall use the entryway one at a time; no more than one person shall be present in the entryway at any one time. Failure to observe the above shall be deemed a violation of Club Terms and Conditions. ICON Fitness shall be entitled to terminate a Club Member's membership rights effective immediately without refund for the



remaining membership duration in such situation. ICON Fitness further reserves the right to place a lifetime ban on access to its clubs.

- d) Club Member shall observe fire safety regulations and instructions for the use of particular facilities, devices and equipment belonging to the Club, especially instructions provided by instructors and other Club service personnel.
- e) Club Member shall observe general hygiene and cleanliness principles and shall also observe generally accepted norms of behavior in the course of using Club services. It shall not be permitted to interfere or prevent other members from using the Club, to insult or threaten, use language generally considered to be offensive upon Club premises, despite warnings to the contrary from Club personnel. It shall not be permitted to behave in a manner that violates the dignity of other Club members, including behavior that is vulgar or obscene, that which exhibits racism, or evidences harassment or discrimination based on race, religious belief or gender.
- f) It shall not be permitted to consume alcohol, other intoxicants or smoke tobacco products upon Club premises. Individuals appearing to be under the influence of alcohol or other intoxicants shall not be allowed upon Club premises. ICON Fitness reserves the right to limit the membership rights of any Member violating the aforementioned principles, as well as to revoke membership effective immediately with no financial compensation for unused membership time.
- g) Upon club premises, Club Members shall change into clean closed-toe-and-heel athletic footwear, and into rubber anti-slip shower footwear in premises such as bathrooms and shower rooms.
- h) Club Members shall use their own towels upon Club premises for hygienic reasons, and shall also possess a lock for lockers to assure the security of items left therein.
- i) ICON Fitness and instructors shall not be liable for accidents and injuries occurring upon Club premises arising from failure to observe these Terms and Conditions by Club Members.
- j) Lockers in the changing rooms are not monitored and therefore a Club Member shall not bring onto Club premises money or any other objects of significant value. Should a Club Member be in possession of valuables (e.g. money, jewelry, personal identification document, car keys, important documents, cell phone, computer, etc.) upon Club premises, he/she shall deposit such in monitored lockers.
- k) ICON Fitness reserves the right to empty and clean lockers in changing rooms as part of general cleaning. Items left in the lockers shall be deposited upon Club premises and may be picked up at the Club within three days from such date of deposit. After the passage of such time, said items shall be deemed abandoned pursuant to art. 180 of the Civil Code and shall be discarded, recycled or donated to charity.
- l) It is forbidden to leave items in lockers for a period exceeding a single training visit, during which training the lockers should be locked. After completing training, each client shall remove all personal items from lockers.

## **PROTECTION OF PERSONAL INFORMATION AND PRIVACY POLICY**

16. This section defines the rules for the processing and protection of personal data provided by Club Members in connection with their use of membership services in Holmes Place clubs necessary for the performance of mutual benefits.
- a) ICON fitness (Holmes Place Concept Sp.z o.o.) is the administrator of personal data of Club Members. Providing data is voluntarily, however, necessary to conclude a contract for the provision of member services by the Club. The Inspector of Personal Data Protection for ICON fitness is a person who can be contacted in all matters related 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, it is available at the address [iodo@iconfitness.pl](mailto:iodo@iconfitness.pl)
  - b) Personal data will be processed by ICON fitness solely on the basis of the consent granted to the processing of data and solely for the purpose of providing services provided by the Club, handling the complaint process and possible pursuit of claims, as well as for a specific purpose by the personal data administrator.
  - c) Personal data concerning the Club member's training progress processed as part of access to training progress will be processed only on the basis of the User's consent.
  - d) Personal data provided to ICON fitness will be stored for the purpose of the service, and after its completion until the resignation of processing personal data. ICON fitness provides the possibility to remove personal data from the collection kept at the email address: [rodo@iconfitness.pl](mailto:rodo@iconfitness.pl)
  - e) Member of the Club, providing his personal data, has the right to access their content, rectify, delete or limit processing, withdraw consent at any time and the right to transfer these data. Processing of personal data of a Member of the Club processed for marketing purposes is based on the legitimate interests of the data controller and therefore the Member of the Club has the right to object to the processing of data for statistical and marketing purposes at any time and to the extent that the processing is related to marketing direct.
  - f) ICON fitness may refuse to delete personal data if a Member of the Club violated the applicable law, and the retention of personal data is necessary to clarify these circumstances and determine the liability of the Member of the Club by the judicial authorities.
  - g) ICON fitness protects the personal data provided to it and makes every effort to protect it from unauthorized access or use. The set of collected personal data of Club Members is treated as a separate database in a special security zone ensuring proper protection.





- h) ICON fitness does not transfer, sell or lend collected personal data of Club Members to third parties, unless it is done with the explicit consent of the User. Except for the situation in which ICON fitness will provide data in accordance with applicable law or at the request of a court, prosecutor, police or other authorized body, in case of violation of the law by Club Members. ICON fitness reserves the right to disclose the data of Club Law Club members who are in arrears with the payment of membership fees based on the concluded agreement for the recovery of debts. ICON fitness uses the services of an external hosting, mailing and text messaging company that provides its servers for business purposes, thus ICON fitness uses the services of trusted partners who are bound by the entrustment agreement and a confidentiality agreement.
- i) ICON fitness with the consent of a Member of the Club may transfer his personal data to the extent necessary for the implementation of the selected method of payment by the Member of the Club to Elavon / Six Safer Payment / Przelewy 24 based in Warsaw.
- j) A Member of the Club has the right to lodge a complaint against the activities of the Administrator violating the principles of personal data processing to the supervisory body for the processing of personal data in the Republic of Poland (GIODO or other authority established for this purpose by the applicable law).

## **OTHER PROVISIONS**

- 17. ICON Fitness shall be entitled to temporarily not provide services and close Club premises for the purpose of conducting maintenance, renovation or other activities necessary for proper Club functioning and for the provision of services at the highest level. In such event, the Club shall be entitled to continue charging the Membership Fee in an amount proportional to the number of days of Membership duration, counted from the first day of the calendar month in which the Membership Fee was paid until the day of the temporary suspension of services and closure of the Club facility. The subsequent Membership Fee shall be charged after the Club is again made available for use. If the Club is made available for use in the course of a given calendar month, the Membership Fee shall be charged in the amount proportional to the number of days the Membership lasted, counted from the date the Club was made available until the last day of the month in which the Club was again made available for use. Successive Membership Fees shall be charged upon terms described in point 14 above.
- 18. In the event of a lack of cancellation of a group class, ICON fitness can block access to group classes. The blockade can be removed only with ICON fitness' permission.
- 19. Prior to using Club services for the first time, a Club Member shall review and observe these Terms and Conditions.
- 20. In the event of any remarks or complaints concerning Club operations, please contact [dominika.wieszczyk@iconfitness.pl](mailto:dominika.wieszczyk@iconfitness.pl). ICON Fitness shall provide a written response to your suggestions within 20 business days from the receipt of such remarks complaints.
- 21. These Terms and Conditions shall apply upon their publication.
- 22. ICON Fitness reserves the right to amend these Terms and Conditions, where the amended Terms and Conditions shall be published at [www.iconfitness.club](http://www.iconfitness.club) and Club Members shall receive notice of amendments introduced into the Terms and Conditions within 14 days from the delivery of notice of the amendments introduced into the Terms and Conditions via registered letter or by email with confirmation of receipt.
- 23. Provisions of the Civil Code shall apply in matters not regulated by these Terms and Conditions.

These Terms and Conditions shall apply as of 22.05.2018