

REGULATIONS OF THE FITNESSTEAM WORKOUT APPLICATION

I. Definitions

Application - software called "FitnessTeam Workout", designed to be installed and used on a mobile device with an iOS or Android operating system, being a support for the User while performing physical exercises; the purpose of the Application is to replace the traditional form of personal training offered by the Club Operator and conducted at a fitness facility with a personal trainer who, using the Application software, remotely develops sets of exercises and remotely supervises their performance and the User's training progress; the composition of workout sets may take place with the use of video materials presenting suggested ways of performing exercises and/or using selected sports/fitness equipment/accessories which are customarily included in the functional area of the fitness facility;

Application Provider - means the entrepreneur - **IMG S.A. with its registered office in Gdynia**, address: ul. Strzelców 40/25, 81-586 Gdynia, entered into the Register of Entrepreneurs kept by the District Court Gdańsk-Północ in Gdańsk, 8th Commercial Division of the National Court Register, under KRS no.: 0000367238, NIP (Tax Id. Number): 010264454, REGON (National Business Registry Number): 142621752, share capital of PLN 100,000.00 (paid in full) being the owner of the Application software;

Account - means a user account, individual for each User, created in his/her favour by the Club Operator, enabling the User to use the Application under the terms and conditions set out in the Agreement;

Licence - means the agreement concluded by the Club Operator with the Application Provider, the subject of which is the granting of a licence for the use of the Application and the specification of the terms and conditions for making the Application available to the User;

Club Operator - means an entrepreneur operating a fitness facility at its own risk and account, offering its customers the possibility to use the Application under the terms and conditions (e.g. pricing, organisational conditions) set out in the Agreement;

Trainer - means an individual with knowledge and experience in the provision of personal training and physical culture services, providing personal training services on behalf of the Club Operator to Users who are customers of the Club Operator; the Trainer is solely liable for the content and messages communicated to Users in the Application;

Agreement - means an agreement concluded by the Club Operator with the User, the subject of which is to determine the rules for making the Application available for use, subject to the rules set out in Chapter V of the Regulations;

Device - means a mobile device with an iOS or Android operating system, meeting the technical requirements referred to in clause 3(1) of the Regulations.

User - means an individual with at least limited legal capacity, aged 16 years or over, using the Application under an agreement with the Club Operator for purposes unrelated to his/her business or professional activity;

Regulations - these regulations of the Application;

II. Application

1. The Application supports the User in exercising. The purpose of the Application is to replace the traditional form of personal training offered by the Club Operator and conducted at a fitness facility with a personal trainer who, using the Application software, remotely develops sets of exercises and remotely supervises their performance, as well as monitors the User's training progress. The composition of workout sets by the trainer may be performed with the use of video materials presenting suggested ways of performing exercises and/or using selected sports/fitness equipment/accessories, and customarily constituting the equipment of the functional area of the fitness facility.
2. The application enables, among others:
 - a) displaying the workout set composed by the Trainer for the User;
 - b) the evaluation of the workout set,
 - c) noting information about the workouts performed on particular days in the history of the Application, including aggregate averages of the number of workouts, calories burned and the duration of the workout;
 - d) contacting the Trainer via the chat of the Application.
3. The Trainer is solely liable for the content and messages communicated to the Users on the Application. In particular, the Trainer is liable for the quality of the workout sets composed for the User, their suitability for achieving the User's intended training goals.
4. The Application is used under the terms and conditions indicated in the Agreement. The mere downloading of the Application to the Device is free of charge, however, in order to gain full access to the functions of the Application, it is necessary to conclude an Agreement with the Club Operator, which may involve a fee or other requirements to be fulfilled by the User. In addition, the use of data services by the User in connection with the download or use of the Application may involve additional charges collected by the telecommunications operator providing services to the User.
5. The User of the Application is entitled to use the function of receiving push notifications if the Application offers this possibility. Push Notifications may contain, in particular, information about updates (recommended and required) or other information that may be relevant to the use of the Application. The Application User may disable the function of receiving Push Notifications for the Application using the system functions of the Device.

III. Technical requirements

1. For correct operation of the Application, the User shall have the Device equipped with:

- a) an iOS (version 12 or newer) or Android (version 6.0 or newer) operating system;
 - b) Internet access to download the Application or to update the data in the Application;
 - c) access to the Google Play/App Store service.
2. In order for the Application to function correctly, the User may need to install updates to the Application from the Application Provider.
 3. The User is advised to install updates to the operating system of his/her Device and to update the Application without delay. Failure to update the operating system or the Application may result in a less secure use of the Application or may render some or all of the Application's functions inoperable.

IV. Use of the Application

1. Access to the Application Account shall be granted to the User by the Club Operator and on the terms and conditions specified by the Club Operator in the Agreement, provided that the User shall be obliged to use the Application subject to the rules referred to in Chapter V of the Regulations.
2. In order to start using the Application, it is necessary to create and log in to the Account using a login, password and club code which shall be made available to the User by the Club Operator (hereinafter: access data).
3. The login to the Account is the email address indicated by the User. The first, temporary password to the Account is given by the Club Operator. The Application Provider recommends that, after the first login to the Application Account, the password is changed to an individual password known only to the User.
4. To start using the Application, the User shall accept the provisions of the Regulations and give his/her explicit consent to the processing of special category personal data, to the extent specified in Chapter IX(3)(b) of the Regulations by clicking on the checkbox next to the relevant statement.
5. The User may also optionally agree to the processing of his/her personal data for marketing purposes by clicking on the checkbox next to the relevant statement.
6. Upon acceptance of the provisions of the Regulations and first logging into the Application Account, an agreement for the provision of electronic services is also concluded between the User and the Application Provider for a fixed term equal to the term of the Agreement.
7. The Application Provider recommends that the access data referred to in clauses 1 and 2 and the device itself on which the Application has been installed are protected from access by third parties, e.g. by assigning a unique access code to the device or by securing access with the biometrics function, and in the case of access data, by not disclosing the login and password for the Account or the club code to third parties.
8. In the event of a breach by the User of the rules of use of the Application as set out in the Regulations of Use or the Agreement, the Application Provider or the Club Operator may block the User's access to the Application and, if the breach is material, deprive the User of access to the Application altogether.
9. If the User is in any doubt as to how to use the Application, he/she may ask the Club Operator to confirm the correctness of the particular use of the Application.

V. USER LICENCE

1. The User acknowledges and accepts that the owner of the intellectual property rights to the Application is the Application Provider, which decides how the Application is distributed and used, and in particular decides to grant a licence to the Club Operator (the Licence) which allows the Application to be made available to the User (the Further Licence).
2. Subject to the terms and conditions set out in the Regulations and the Agreement, the Club Operator grants the User a further licence to use the Application under the following terms and conditions, notwithstanding the provisions of the Agreement:
 - a) duration: duration of the Agreement with the Club Operator;
 - b) nature: limited, non-exclusive, non-transferable, inalienable licence, granted in the territory of Poland;
 - c) the licence expires in the event of termination or expiry of the Licence granted to the Club Operator by the Application Provider;
 - d) the licence does not entitle to grant any further licences (sub-licences);
 - e) the licence is granted solely for the purposes and use of the Application, i.e. for the launch, display or use of the Application functions by the User on the Device.
2. The scope of use of the Application by the User is limited to the purpose and content of the Agreement and the Regulations of Use, i.e. to the use of the Application in a manner consistent with its intended use. Under no circumstances does the granting of a licence imply a transfer of any intellectual property rights vested in the Application Provider, including rights to logos, designs and know-how.
3. The User may not interfere with the content and form of the Application. The source code of the Application is not public and is a business secret of the Application Provider. The User does not have the right to reproduce, decompile or alter in any way the source code of the Application, to analyse the Application statically, to permanently or temporarily reproduce the Application in whole or in part by any means, in any form and for any purpose, to translate, adapt, rearrange or make any other change or modification to the Application or any part thereof, to use a backup copy of the Application concurrently with the Application, to reproduce the code or to translate, adapt, rearrange or make any other change to the form of the Application or to distribute the Application.

VI. LIABILITY

1. The User shall be obliged to use the Application in a manner consistent with the Regulations of Use and the applicable legal regulations.
2. The User's actions which go beyond the rules set out in the Regulations and the Agreement shall constitute an infringement of the terms and conditions of use of the Application.
3. The User shall be fully liable for any infringement of the law or damage caused by his/her actions in connection with his/her use of the Application, in particular the use or making public of the data of other Users, including the infringement of their personal rights, privacy or the rules of personal data processing.

4. The Application is provided by the Application Provider on an "as is" basis, without any warranties of any kind expressed or implied, including in particular warranties of commercial value and fitness for a particular purpose. The Application Provider accepts no liability whatsoever for the commercial suitability or fitness for a particular purpose of the Application or any assumption of liability made in any way as a result of the Application use.
5. In addition, the Application Provider shall not be liable for:
 - a) damage resulting from the User's failure to update the Application or to comply with the recommendations referred to in Chapter IV of the Regulations;
 - b) damage resulting from the User's use of the Application in a manner contrary to the law, the Regulations or the Agreement;
 - c) the quality and availability of telecommunications services, necessary for the use of the Application, provided by the telecommunications operator whose services are used by the User.
6. The Application Provider intends to continue to develop the Application and to introduce new features in the future, which may make it necessary to update the Application.

VII. COMPLAINTS

1. The Application Provider accepts complaints regarding the malfunctioning of the Application. Complaints must be submitted electronically by e-mail to info@fitnessteam.pl or in writing to the address of the principal place of business of the Application Provider. The complaint shall contain at least:
 - a) the User's data, including login to the Account,
 - b) the User's e-mail address,
 - c) the User's correspondence address (in the event of a written complaint),
 - d) circumstances justifying the complaint and the User's expectations.
2. If the data provided in the complaint is incomplete and, in the opinion of the Application Provider, needs to be supplemented, the Application Provider shall request the User to supplement the complaint to the extent indicated, before processing the complaint.
3. A correctly submitted complaint shall be considered within 30 days of the Application Provider receiving the complaint.
4. The Club Provider's rules for making and dealing with complaints, with regard to the content provided to the User on the Application and the quality of this content, are set out in the Club Provider's Agreement with the User.

VIII. TECHNICAL SUPPORT AND SUBMISSION OF IDEAS FOR NEW FEATURES

1. The Application Provider offers technical support for the Application, which is provided **via email**: info@fitnessteam.pl, on working days (excluding public holidays), between 9.00 a.m. and 4.00 p.m. The Application Provider shall endeavour to provide support immediately, no later than within 72 hours.
2. Any questions, comments or suggestions from Users regarding the Application and its functions may be sent by e-mail to: info@fitnessteam.pl

IX. PERSONAL DATA

1. The Controller of the User's personal data with respect to the use of the Application functions is the Club Operator.
2. The detailed rules under which the Club Operator processes the User's personal data are set out in the Agreement concluded by the Club Operator with the User.
3. The Application Provider notes that the Application processes the User's personal data to the following extent:
 - a) identification data (first name, email address);
 - b) the User's measurements (height, weight, circumference of chest, biceps, waist, neck, hips, thigh, calf), which in certain cases may constitute special category data;
 - c) image;
 - d) the history of the workouts performed, in terms of their number, calories burned and duration;
 - e) the content of the correspondence with the Trainer;
 - f) the User's opinion on the workouts performed;
 - g) other data provided by the User in the course of using the Application (in particular: the User's training goal, the occurrence of an injury, the number of daily steps declared by the User, the frequency of workouts declared by the User, training history).
4. In order to start using the Application, the User shall give the Club Provider his/her express consent to the processing of special category personal data by ticking the appropriate checkbox next to the relevant statement.
5. The Controller of the User's personal data for the purposes of legitimate interests, including the marketing of the Application Provider's own goods or services and the protection of the data subject's vital interests, is the Application Provider. In matters related to the processing of personal data by the Application Provider, the User can contact by sending traditional correspondence to the delivery address: IMG S.A., ul. Kowalska 8-9/7, 82-300 Elbląg, or at the e-mail address iod@imgfitness.pl.
6. The Application Provider processes the User's personal data for the following purposes:
 - a) to pursue the legitimate interests of the Application Provider or a third party (i.e. in particular: the transfer of personal data within the group of companies to which the Application Provider belongs, for internal administrative purposes, absolutely necessary to prevent fraud and ensure network and information security, the selection of services to meet the needs of the Application Provider's customers, the optimisation of products or services on the basis of the Application's technical logs, the processing of complaints, archival (evidential) purposes to secure information in the event of a legal need to prove certain facts (e.g. before a tax authority), to establish, assert or defend against claims, to survey customer satisfaction and determine the quality of the services and support of the Application Provider, to offer products or services of the Application Provider (direct marketing), including matching them to Users' needs by means of profiling (as explained further in the Regulations), to offer directly (direct marketing) the products or services of entities cooperating with the Application Provider e.g., in the form of discount coupons/vouchers, including matching them to needs by means of

- profiling (as explained further in the Regulations) - the basis for data processing is Article 6(1)(f) of the GDPR;
- b) to protect the vital interests of the data subject or of another natural person - the basis for processing is Article 6(1)(d) of the GDPR;
7. If the processing of personal data by the Application Provider does not have a legal basis for one of the purposes referred to in clause 6 above, the Application Provider shall only be able to process personal data for one or more other purposes expressly specified by the Application Provider if the User has given his or her prior consent and the processing of personal data for that purpose is not prohibited by mandatory provisions of generally applicable law. In particular, separate consent is required for the processing of personal data by the Application Provider for the purpose of direct marketing of the products or services of the Application Provider or of entities cooperating with the Application Provider, carried out through:
- a) sending commercial communications by electronic means;
- b) contacting by means of telecommunications terminal equipment and automatic calling systems.
8. The recipients of the personal data processed by the Application Provider are:
- a) The User,
- b) Entities that process data on behalf of the Application Provider, including but not limited to IT service providers, marketing service providers, legal service providers, other entities that provide technical or organisational solutions and enable the use of the Application;
- c) Independent recipients, i.e. entities within the capital group of the Application Provider whose offerings complement those of the Application Provider, commercial partners of the Application Provider;
- d) Other recipients previously authorised by the User to process his/her personal data.
9. The Application Provider shall not transfer personal data outside of Poland, the European Union and the European Economic Area.
10. The personal data shall be processed by the Application Provider for a period not longer than necessary for the purposes for which it was collected, in particular: personal data collected for the direct marketing of the Application Provider's products or services shall be stored until an objection is made to the processing of the personal data for this purpose, or the consent is withdrawn, if the Application Provider processed the data on the basis of a so-called marketing consent, or the Application Provider itself determines that the personal data provided for this purpose has become obsolete.
11. In connection with the processing of personal data by the Application Provider, the data subject shall have the following rights:
- a) the right of access to the personal data, i.e. to obtain from the Application Provider confirmation as to whether it is processing the data and information concerning such processing, and to receive a copy of such data,
- b) the right to rectification (correction) of the personal data if the data processed by the Application Provider is incorrect or incomplete,
- c) the right to request erasure of the data (including the "right to be forgotten"),
- d) the right to request the Application Provider to restrict the processing of the personal data,
- e) the right to object to the data processing,
- f) the right to data portability,

- g) the right to lodge a complaint with a supervisory authority,
 - h) the right to withdraw consent to the processing of personal data - where the Application Provider processes personal data on the basis of consent; withdrawal by consent shall not affect the legality of the previous processing of personal data by the Application Provider for the purpose covered by the consent granted.
9. Providing personal data for:
- a) use of the Application - is mandatory and requires consent;
 - b) direct marketing carried out by sending commercial information by means of electronic communication or contact by means of telecommunication terminal equipment and automatic calling systems - is voluntary and requires consent; failure by the Application Provider to consent to the processing of personal data by the Application Provider for these purposes shall not affect the possibility of concluding the User Agreement with the Club Operator.
10. One of the ways in which the Application Provider may process personal data is what is known as profiling. This means that the Application Provider may create preference profiles and, based on these profiles, adapt the services and content it will offer in the future to these profiles. In the course of profiling, the Application Provider - as a rule - does not process data in a fully automated manner, i.e. without human intervention.
11. The Application Provider informs that the technical and organisational measures implemented by it and the processors provide sufficient guarantees for the processing of personal data, in accordance with the requirements of the GDPR, and duly protect the rights of the data subject.

X. FINAL PROVISIONS

1. The Application Provider reserves the right to change the Regulations of Use. The Application Provider shall notify the Users of any change to the Regulations by e-mail (to the e-mail address indicated by the User) or through the Application.
2. The Regulations are available in the Application as well as on the fitnessteam.pl website where it is possible to download, save and print them in PDF format.