

## **ACCESSION AGREEMENT**

### **on Sport and Health Services on the Territory of the Club**

#### **Kyiv**

**Individual entrepreneur Gorbachevskiy Sergii Anatoliyovych**, 10028, Zhytomir, Miklukho Maklaya street, 30, tax number: 3085423159, e-mail: [info@vashtrener.com.ua](mailto:info@vashtrener.com.ua); [web-site: https://vashtrener.com.ua](http://web-site:https://vashtrener.com.ua), (hereinafter referred to as - the "Commercial Representative"), which acts on the one hand on behalf and in the interests of Contractors - Pricate Entrepreneurs operating under the trademark "Your Coach", offers individuals (hereinafter referred to as the "Client" (s)) on the other hand, the opportunity to order online complex of sport and health and other services pursuant to the provisions of this ACCESSION AGREEMENT on sport and health services on the territory of the Club (hereinafter referred to as the "Agreement"), at the Contractor selected by the Client.

**Commercial representative of the Contractors** - a person duly registered in accordance with the legislation of Ukraine, acts on behalf, authorized by, in the interests and at the expense of the Contractors on the basis of agreements with them, and which the Contractor has provided with the right to process personal data of the Clients.

The Contractor is a Pricate Entrepreneur, who is duly registered in accordance with the legislation of Ukraine, carries out its activities in a specific Club under the sign for goods and services "Your Coach" and undertakes to provide Services to the Client in accordance with this Agreement.

### **PRELIMINARY STATEMENT**

a) Prior to the conclusion with the specific Client, this Agreement has the status of an Offer of the Contractor. This Agreement is placed in electronic form on the web-site <https://vashtrener.com.ua> (hereinafter referred to as "the Site") and in mobile application IntensFit (hereinafter referred to as – "Apps"), according to article 634 of the Civil Code of Ukraine is an accession agreement, and therefore the Party - Client may not offer its terms for inclusion in this Agreement or offer to change the terms of this Agreement. In case the Client agrees to the terms of this Agreement, it has the opportunity to conclude it with the Contractor by accession. This Agreement shall be considered (entered into force) electronically from the moment of unconditional and full acceptance (agreeing with, approval) by the Client of the terms of this Agreement, as evidenced by the completion and submission by the Client of the electronic application form on compilation of training program (in its own interests or in the interests of the person in whose favor the Agreement is concluded in the manner provided for in paragraph (d) of the Preliminary Statement to this Agreement) (hereinafter – Questionnaire) and payment of the Club card of the selected type (performance of actions considered as acceptance of the offer to conclude an agreement) via cash or cashless transfer including but not limited to, through a bank payment system (for example LiqPay), the link to which is contained on the Site and in Apps. If at the time of concluding the Agreement the Client already has an electronic cabinet in the Apps or has already passed the procedure of questioning of the Contractor as the Acceptance will be considered only payment of the Club card of the selected type in the manner prescribed by this Agreement.

b) Accessing this Agreement, the Client hereby confirms that it has read all the terms of this Agreement, has no reservations or objections to the terms of the Agreement and undertakes to duly fulfill his/her obligations under this Agreement. This Agreement shall be concluded without the Parties signing in writing copies of the Agreement.

c) This Agreement is not a public agreement in the sense of Art. 633 of the Civil Code of Ukraine and may be concluded by the Contractor exclusively with a person who, according to the information provided, has no contraindications for physical exercises, sports and fitness, has reached the age of 18 years. The data provided by the Client upon questioning with his/her unconditional consent to the processing of such data is deemed to be a confidential information which is not subject to disclosure by the Contractor and/or its employees. Place of entering into an agreement is Kyiv, Ukraine.

d) A contract in the interests of persons between the ages of 14 and 18 (hereinafter referred to as a child) shall be concluded exclusively by one of the parents of such a minor. The conclusion of the Agreement in the interests of a minor indicates the parent's consent to the stay of such a minor in the gym during trainings. Thus training of children in a gym of the Club is carried out exclusively under the supervision of the coach. The parents of a minor may be members of the electronic cabinet of such minor (Article 5 of this Agreement) only on the terms specified by the Contractor.

e) The Contractor shall not be liable for the Client's (persons visiting the Club, namely the Client himself or the person in whose interests the Agreement is concluded) ignorance of any provisions of the Agreement. Ignorance of any provisions of the Agreement does not release from the obligation to comply with it in full and liability arising from non-compliance with the relevant obligations.

f) The Clients are obliged to follow the Rules of attending of the Fitness Club “YOUR COACH” during the stay in the Club.

g) The Club – a building/premises in which the Contractor undertakes to provide Services to the Client in compliance with all the requirements of this Agreement. The Club is not a health care institution and does not provide medical services (health assessment, monitoring and control of health, etc.). All and any consultations provided by the Contractor’s representatives in the Club are for guidance only and are not a medical service. The list of addresses of the Clubs is posted on the Contractor’s Site.

h) In providing the Services, the Contractor shall be guided by the information received from the Client, which is taken into account as indisputable, true and reliable, including that the Client has no contraindications for physical exercises, sports and fitness.

i) The Client shall ensure that he or she is in a physical condition that allows him or her to perform active and passive physical exercises and that physical activity does not harm his or her health. Thus, the Client removes all responsibility for the state of his health from the Club/Contractor. In case of visual detection of any diseases with the Client, the administration of the Club has the right to require the Client to provide a certificate from the health care institution about the state of health and at its discretion not to allow the Client with signs of illness to trainings.

j) The Client is personally responsible for his or her health and medical examinations.

k) Selection of the Contractor: within the Club card activation period specified in this Agreement, the Client is obliged to select the Club in which the Client wishes to receive the Services and assign the Contractor who provides services in the relevant Club to activate the Club card. Selection of the Club and activation of the Club card is carried out by visiting the selected Club, in accordance with the terms of this Agreement. By choosing the Club, the Client receives full information about the Contractor who provides Services in the selected Club.

## 1. SUBJECT OF THE AGREEMENT

1.1. Under the terms of this Agreement, the Client orders and undertakes to pay, and the Contractor undertakes to provide sports and health services (hereinafter - Services) in the sports club "YOUR COACH" at the address of the Club chosen by the Client while the first visit/training (hereinafter - Club), in the manner and on the terms provided by this Agreement. The specific list of Services provided by the Contractor to the Client under this Agreement corresponds to the category and type of the Club card selected by the Client.

1.2. The Contractor undertakes to provide the Services according to the Club card selected by the Client from the following list:

<b>Card</b> <b>12 Months</b>	<b>Card</b> <b>6 Months</b>	<b>Card</b> <b>IntensFit 1</b>	<b>Card</b> <b>IntensFit 2</b>	<b>Full Course</b> <b>for Two</b>	<b>Card</b> <b>1 Month</b>	<b>Family</b> <b>Card</b> <b>1 Month</b>
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1.2.1. The Club card is a plastic card (hereinafter referred to as the "Club card"), which is provided to the Client on the basis of the Agreement concluded with the Contractor and identifies the person as the Client for entering the Club for consumption of Services. The Club card is individual, personal, and is the only reason for the Client’s admission to the Club. If the Client does not have a Club card, the latter will be denied access to the Club, except for the cases, defined in this Agreement. The Agreement is concluded exclusively with the person/persons who have passed the relevant questionnaire and interview in accordance with the internal procedures of the Club. In particular, the Agreement is concluded exclusively with the person/persons who, according to the provided information, have no contraindications for physical exercises, sports and fitness. The data provided by the Client during the questionnaire/interview with his unambiguous consent to the processing of such data is considered to be confidential information that is not subject to disclosure by the Contractor and/or his employees, except as provided by law.

## 2. CLUB CARD

2.1. The person who has received the relevant Club card, acquires the status of a member of the Club with the relevant rights and obligations under this Agreement, from the moment of activation of the Club card.

2.2. The Club card is not transferable to any third party.

### 2.3. Types of Club cards:

2.3.1. "Card 12 Months" - provides the Client with the right to run a training session/train exclusively with the coach and only in the gym of the Club for 12 months from the date of activation of the card with the possibility of suspending the card for up to 30 calendar days from the date of application for suspension. The cost of the Club card type "Card 12 Months" consists of the cost of the Club card itself, which gives the right to access the Club, and the cost of trainings with a coach. The Client cannot purchase a Club card type "Card 12 Months" without purchasing trainings with a coach. The Client cannot visit the Club and provide trainings independently, in the absence (without participation) of a coach trainings with whom are paid in advance. The cost of trainings with a coach, as well as the cost of the Club card, is determined according to the price list of the Contractor.

2.3.2. "Card 6 Months" - provides the Client with the right to run a training session/train exclusively with the coach and only in the gym of the Club for 6 months from the date of activation of the card with the possibility of suspending the card for up to 20 calendar days from the date of application for suspension. In this case, the cost of the Club card type "Card 6 Months" consists of the cost of the Club card itself, which gives the right to access the Club, and the cost of trainings with a coach. A Client cannot purchase a Club card type "Card 6 Months" without purchasing trainings with a coach. The Client cannot visit the Club and provide trainings independently, in the absence (without participation) of a coach trainings with whom are paid in advance. The cost of trainings with a coach, as well as the cost of the Club card, is determined according to the price list of the Contractor.

2.3.3. "Card IntensFit 1" - provides the Client with the right to run a training session/train on an individual program, within a month from the date of activation of the card and the right to receive a nutrition plan (recommendations on nutrition (food ration)). This type of card does not provide the Client with the right to:

- suspend the validity of the card, however the validity of the card may be extended up to 16 trainings, but no longer than 14 calendar days from the date of expiration of the card;
- run a training session/train in the Club independently and
- with an opportunity to start trainings before the time determined by the card.

2.3.3.1. "Card IntensFit 1" provides the coach with the undisputed right, during the training of the Client, to carry out such training with the simultaneous training of other persons - the Clients of the Club, the maximum number of which is determined by the coach at its discretion.

2.3.3.2. The Client can purchase 2 Club cards of the type "Card IntensFit 1" under the "Full Course for Two" program on preferential terms, at the price according to the Contractor's price list as of the day of concluding the Agreement. In this case, each of the two purchased Club cards type "Card IntensFit 1" is considered to be a separate card, the terms of validity, prolongation, termination of which are similar to the terms applicable to the Club card type "Card IntensFit 1" subject to the following restrictions:

- if the Client has activated one Club card type "Card IntensFit 1", purchased under the package offer, the Client and/or a third party in whose favor the Agreement is concluded, has no right to withdraw from the Agreement in respect of/regarding/in part of the second Club card type "Card IntensFit 1" in the manner prescribed by the Agreement. In this case, the Client and/or a third party in whose favor the Agreement was concluded are not deprived of the right to reissue a Club card type "Card IntensFit 1" (upon an the application) in favour of another person in the manner prescribed by this Agreement.

2.3.3.3. In case of concluding the Agreement regarding the package "Full Course for Two", the Client orders and pays for two Club cards type "Card IntensFit 1", and both cards cannot be issued in the name of one and the same person. In any case, the legal relationships of the Parties in respect of one of the Club cards of the type "Card IntensFit 1", purchased under the package "Full Course for Two" will be considered as an agreement concluded in favor of a third party, in the manner prescribed by Art. 636 of the Civil Code of Ukraine.

2.3.4. "Card IntensFit 2" - provides the Client with the right to run a training session/train with a coach on an individual program, for two full calendar months in the period: from the date of activation of the Club card and during its validity period, which is 01 calendar year from the date of the Agreement. In this case, the Client has the right to choose the order of expiration of two months of trainings: in particular, trainings for two months in a row or trainings with a break between months of trainings (for example, a month of trainings in September and a month of trainings in January). "Card IntensFit 2" also provides the Client with the right to receive a nutrition plan (recommendations on nutrition (food ration)). This type of card does not provide the Client with the right to:

- suspend the validity of the card, however the validity of the card may be extended up to 16 trainings, but no longer than 14 calendar days from the date of expiration of the card;
- run a training session/train in the Club independently and
- with an opportunity to start trainings before the time determined by the card.

2.3.4.1. "Card IntensFit 2" provides the coach with the undisputed right, during the training of the Client, to carry out such training with the simultaneous training of other persons - the Clients of the Club, the maximum number of which is determined by the coach at its discretion.

2.3.5. "Card 1 Month" - provides the Client with the right to run a training session/train with the coach and exclusively in the gym with the possibility of extending the validity of the card an unlimited number of times and without the right to suspend the card. In this case, the cost of the Club card type "Card 1 Month" consists of the cost of the Club card, which gives the right to access the Club, and the cost of training with a coach. The Client cannot purchase a Club card type "Card 1 Month" type without purchasing trainings with a coach. The Client cannot visit the Club and provide trainings independently, in the absence (without participation) of a coach trainings with whom are paid in advance. The cost of trainings with a coach, as well as the cost of the Club card, is determined according to the price list of the Contractor.

2.3.5.1. The Client can purchase 2 Club cards of the type "Card 1 Month" under the program "Family Card 1 Month" on preferential terms, at the price according to the Contractor's price list as of the day of concluding the Agreement. In this case, each of the two purchased Club cards type "Card 1 Month" is considered to be a separate card, the terms of validity, prolongation, termination of which are similar to the terms applicable to the Club card type "Card 1 Month" subject to the following restrictions:

- if the Client has activated one Club card type "Card 1 Month", purchased under the package offer, the Client and/or a third party in whose favor the Agreement is concluded, has no right to withdraw from the Agreement in respect of/regarding/in part of the second Club card type "Card 1 Month" in the manner prescribed by the Agreement. In this case, the Client and/or a third party in whose favor the Agreement was concluded are not deprived of the right to reissue a Club card type "Card 1 Month" (upon an the application) in favour of another person in the manner prescribed by this Agreement.

2.3.5.2. In case of concluding the Agreement regarding the package "Family Card 1 Month", the Client orders and pays for two Club cards of the type "Card 1 Month", and both cards cannot be issued in the name of one and the same person. In any case, the legal relationship of the Parties in respect of one of the Club cards of the type "Card 1 Month", purchased under the package offer "Family Card 1 Month" will be considered as an agreement concluded in favor of a third party, in the manner prescribed by Art. 636 of the Civil Code of Ukraine.

2.4. The cost of Club cards is determined in accordance with the Contractor's Price List.

2.5. If necessary, in the cases provided for in this Agreement, the Client shall notify the Contractor in advance of his wish to suspend the Club card only in writing by submitting a corresponding application to the Contractor. The calculation of the term of suspension of the Club card of the Client takes the beginning only from the actual date of submission of the application or from the date specified in such application, which in no way can be submitted by the previous date. The maximum number of applications for suspension of the Club card that can be submitted by the Client should not exceed 01 (one) application. The Application is sent by the Client to the e-mail address of the Contractor specified in this Agreement and exclusively from the e-mail address of the Client specified by him in the Questionnaire, or submitted at the reception of the Club.

2.6. Club card, except as provided in p. 2.7. - 2.8. of this Agreement, must be activated by the Client no later than 30 (thirtieth) calendar day from the date of the Agreement. If the Club card is not activated by the Client within the specified period, it is automatically activated by the Contractor on the 31st (thirty-first) calendar day from the date of concluding the Agreement.

2.7. Club card type "Card IntensFit 2" must be activated within one calendar year from the date of conclusion of the Agreement by the Parties. The Client has the right to attend trainings with the Club card type "Card IntensFit 2" in the period: only from the date of activation of the card and until the last day of one calendar year from the date of the Agreement. Therefore, the second month of trainings on the Club card type "Card IntensFit 2" must be activated no later than one calendar month before the expiration date of the Club card type "Card IntensFit 2", provided for in paragraph 2.3.4. of this Agreement. In this case, in case of activation of the second month of trainings one calendar month before the expiration date of the Club card type "Card IntensFit 2", provided for in paragraph 2.3.4. of this Agreement, the Client has no right to extend the term of such an active month in the manner prescribed by paragraph 2.3.4. of this Agreement. If the Client has not exercised the right to activate the Club card type "Card IntensFit 2" within one calendar year from the date of concluding the Agreement, or if during the validity of the card the Client has used only one month of trainings and/or part of trainings of the second month, etc., the services are considered to be provided by the Contractor in full. The Parties to the Agreement have no claims against each other.

2.8. In case the Client purchases a Club card during the promotion period, such Club card must be activated no later than on the last day of the expiration of one calendar year from the date of concluding the Agreement. In case the Club card is not activated by the Client within the specified period, it is automatically activated by the Contractor on 01 (first) calendar day of the beginning of the new calendar year from the date of concluding the Agreement.

2.9. Activation of the card means putting it into effect when the Client attends the first training (and passing the questionnaire procedure by a third party if the Agreement is concluded in favor of such a third party) by technical means of the Contractor using the appropriate information system. Activation of the card takes place only after the conclusion and on the basis of the Agreement and in the Club chosen by the Client before the activation of the Club card. Change of the Club is possible upon a written application of the Client, which is submitted at the reception of the Club, which the Client currently attends. Change of the Club cannot be provided more than 1 (once) a month.

2.10. The Club card may be reissued at the request of the Client and/or the third party in whose favor the Agreement was concluded, to another person, who after such reissuance acquires the rights and obligations of the Client under the relevant Agreement. At the same time, re-issuance of the Club card is possible within 30 calendar days from the date of concluding the Agreement and only for a person who has no contraindications to trainings, passed the appropriate questionnaire and interview according to internal procedures of the Club. The Club card is reissued by exchanging documents, in particular at the request of the Client signed by him and the person intending to acquire the status of a Client, and submitted to the Contractor at the reception of the Club, the latter issues a new Club card in the name of such third party. The activated Club card cannot be reissued more than 1 (once), and also cannot be reissued to a person who is already or was a Client of the Club. The Contractor has the right to refuse the person in favour of whom the re-issuance is carried out, to provide appropriate action, if such person does not agree with the terms of this Agreement. The Club does not offer or provide the Client with search services for persons in order to reissue the Client's Club card in their favour. Activation of the reissued Club card takes place at the first visit of a person of the Club, with simultaneous provision of access to the electronic cabinet to such person.

2.10.1. The Client is not deprived of the right to re-register unused trainings with the coach, purchased under the package "Card 1 Month", and/or "Card 6 Months", and/or "Card 12 Months" for another person. In this case, re-registration of unused trainings is possible within 30 calendar days from the date of the Agreement, only for a person who has no contraindications to trainings, passed the appropriate questionnaire and interview according to internal procedures of the Club and has a Club card. Re-registered trainings must be used within a year from the date of concluding an Agreement regarding the Club card type "Card 1 Month" and/or "Card 6 Months" and/or "Card 12 Months" by the person who later re-registered trainings with the coach.

2.11. The validity of any Club card may be extended by agreement of the Parties for the same period. In this case, for the purpose of prolongation of the Club card, the Client pays the cost of a similar card in accordance with the procedure provided for in clause 3.2. of this Agreement until the expiration date of the respective card, at the price of such a card, determined in accordance with the Price List of the Contractor as of the time of payment, and the Contractor agrees to accept such payment. In case of prolongation of the Club card, the new validity period of the Club card starts from the date following the last day of the validity period of the extended Club card.

2.12. The validity of the Club card, and, accordingly, the Agreement and membership in the Club is terminated in the following cases:

- expiration of the Club card;
- unilateral withdrawal from the Agreement by the Contractor in case the Client commits two gross violations of the Rules of Attending of the Fitness Club "YOUR COACH" (hereinafter - the Rules), set out in Article 4 of this Agreement;
- unilateral withdrawal from the Agreement by the Client in cases provided by the Agreement.

2.13. The moment of termination of the Club card is:

- in case of expiration of the Club card - the date specified in the Club card;
- in case of unilateral withdrawal from the Agreement by one of the Parties - the date of deactivation (cancellation) of the Club card.

2.14. The Club card received by the Client becomes his/her property. The cost of a Club card is included in the cost of Services under the Agreement. Additional production of the lost (in particular, but not exclusively, in case of damage, theft, etc.), Club card is considered to be additional Services provided by the Contractor and is paid by the Client additionally, according to the Contractor's Price List, at the Club reception or through the payment terminal.

2.15. Services provided by the Contractor under Club cards (depending on the category of the selected card):

- orientation session in the gym, which is provided directly in the Club, which was selected by the Client during the Club card activation procedure, subject to its prior reservation. In case of untimely notification of the Contractor about the postponement of the orientation session, the Service is considered to be provided in full;
- access to the electronic cabinet. The electronic cabinet is created by the Contractor. The participants of the e-cabinet must be the Client, personal coach, supervisor of the personal coach. Including, but not exclusively through the electronic cabinet, the Client receives the recommendations of the coach, communication is conducted between the group members, the results are monitored. In some cases, the Client communicates with the coach, his supervisor, through a group in one of the messengers at the Client's choice: Viber, or Telegram, or WhatsApp (in such case such a group will be considered to be an electronic cabinet instead of the cabinet created for the Client in the Apps);
- trainings in the cardio room (including visits to the cardio room);
- trainings in gyms (including visits to the gym);
- use of locker rooms;
- personal training with a coach of the appropriate category;
- reissuance of the Club card to another person;
- change of the category/type of the Club card belonging to the Client, subject to the relevant charge determined by the Contractor;
- nutrition plan (recommendations on nutrition (food ration));
- use of safe;
- visiting the children's playroom by a Client's child between the ages of three and nine.

2.16. Additional services which are not included to the list of Services provided under the Club cards, are provided at the request of the Client and for an additional fee. Additional services are provided according to a separate work schedule, which may differ from the general opening hours of the Club, regardless of the time limits for attending trainings and providing Services in accordance with the purchased Club card. The list of such additional services (personal training, drawing up an individual program for trainings, etc.) is not exhaustive and includes, inter alia, services defined in accordance with the Price List approved by the Contractor.

2.17. Providing the Services, the Contractor provides the Client with its own and/or involved qualified and professional staff, in addition, as far as possible, makes every effort to maintain consistency of staff, only within and in a manner that does not contradict current legislation of Ukraine.

2.18. Any person has the right to visit the Club without purchasing a Club card, in order to conduct a one-time training, which is payable on the day of such a training at the reception of the Club. The cost of a one-time visit to the Club consists of the cost of a one-time training with a coach of the appropriate category and directly the cost of a one-time visit (access to the Club). In the case of a one-time training, this Agreement is binding on such person before the start of the training. If the same person attends several one-time trainings, then re-registration in the Apps and/or passing the questionnaire procedure in any other way is not required and the person is considered to be familiar with the Agreement, agrees to the terms, set out in it and is obliged to comply with them.

2.20. The cost of Club card and one-time training is determined in accordance with the Contractor's Price List.

### **3. COST OF SERVICES AND ORDER OF PAYMENTS**

3.1. Cost of Contractor's Services under this Agreement is determined on the Site and/or in Apps as of the date the payment for the card and totals a sum, which corresponds the category of the type of the card selected by the Client.

3.2. Payment for the cost of Contractor's Services in the amount stipulated by item 3.1. of this Agreement, shall be executed by the Client in full in UAH, via cash or cashless transfer including but not limited to, through a bank payment system (for example LiqPay), the link to which is contained on the Site and in Apps.

3.3. Prior to the start of trainings the Client has the right to pay the cost of the Contractor's Services, provided for in paragraph 3.1. of this Agreement:

- in full or
- in part (in case of payment in cash or through a payment terminal. Partial payment cannot be made through a bank payment system (for example LiqPay), the link to which is contained on the Site and in Apps).

3.3.1. In case the Client makes a partial payment for the Contractor's Services, such payment shall be made in the amount established by the Parties as of the moment of payment and reflected in the relevant settlement document provided to the Client by the Contractor. In this case, such partial payment is considered to be a deposit, which is not refundable in case of violation by the Client of the final settlement, which entails termination of the Agreement by

mutual agreement between the Parties. The final settlement between the Parties for the Services to be provided by the Contractor to the Client shall be made by the Client in favor of the Contractor within seven calendar days from the date of concluding the Agreement. In case of violation of the final settlement terms, the Agreement is considered terminated by mutual agreement between the Parties.

3.4. If after activating the Club card type "Card IntensFit 1" and/or type "Card IntensFit 2" in the manner prescribed by this Agreement, the Client for any reasons beyond the control of the Contractor is not able to visit the Club, resulting the inability to receive the Contractor's Services, the Client has the right to a refund of the amount paid for the Contractor's Services in the amount equal to the difference between the cost of the Contractor's Services provided for in paragraph 3.1. of this Agreement, and the price of the amount of trainings attended by the Client (consisting of: the cost of a single session in the cardio room, the cost of a single session in the gym, the cost of a single session with a coach of the relevant category) and the cost of the received nutrition plan (recommendations on nutrition (food ration)) which is determined according to the Price List of the Club as of the day of refund, only if the Client has attended no more than four trainings inclusive.

3.4.1. If after activating of the Club card type "Card 1 Month", and/or "Card 6 Months", and/or "Card 12 Months" in the manner prescribed by this Agreement, the Client for any reasons beyond the control of the Contractor does not have the opportunity to attend the Club, which results in the inability to receive the Services of the Contractor, the Client is entitled to a refund of the paid amount of trainings with the coach only in the amount equal to the difference between the cost of training with the coach paid by the Client and the cost of a single training with a coach of the relevant category (which consists of the cost of a single training with a coach and the cost of the received nutrition plan (recommendations on nutrition (food ration))), which are determined according to the Club Price List as of the day of refund. In this case, the money is refundable only if the Client attended no more than four trainings and applied for early termination of the Agreement within 30 calendar days from the date of conclusion of the Agreement. The amount of the value of the Club card, which gives the right to access the Club, is non-refundable. The application for early termination of the Agreement is submitted to the Contractor by letter at the reception of the Club selected by the Client for trainings.

3.5. The paid amount of the Contractor's Services provided for in clause 3.1 of the Agreement shall not be refunded to the Client under any circumstances, if after activating the Club card in the manner prescribed by this Agreement, the Client is unable to visit the Club for any reasons beyond the Contractor's control, resulting in the impossibility of receiving the Services of the Contractor, while the Client attended five or more trainings. The provisions of this clause apply including in the case of the Client's purchase of Club card type "Card IntensFit 2".

3.6. If within 30 calendar days from the date of conclusion of this Agreement the Client does not activate the Club card in the manner prescribed by the Agreement and applies to the Contractor to withdraw from the Agreement within the period provided for in this paragraph, such application shall be satisfied by the Contractor, resulting returning by the Contractor to the Client of the amount of the cost of the Contractor's Services paid by the Client in the amount provided for in paragraph 3.1. of this Agreement minus: 1) costs for banking services, according to the bank's tariffs; and 2) the amount of the cost of the services for provided consultation and providing the opportunity to access the e-cabinet, equal to the equivalent of 10 (ten) US dollars according to the dollar to the hryvnia set by the NBU as of the date of payment of services, but in any case not less than UAH 300.00. In case of the Client's request for cancellation of the Agreement outside the terms stipulated by this clause, such request shall not be satisfied by the Contractor and shall not result in a refund. The request for cancellation of the Agreement shall be submitted at the Club's reception.

3.6.1. The effect of paragraph 3.6. of this Agreement does not apply to the Club card:

- type "Card 1 Month", in particular, the Client's application to withdraw from the Agreement on the Club card type "Card 1 Month" is not subject to satisfaction by the Contractor under any circumstances.
- any card type purchased by the Client during the promotion by the Contractor.

3.7. The fact of attending trainings by the Client is confirmed by the marks affixed by the authorized representatives of the Club in/on the Club card.

3.8. In all cases provided for in this Agreement, the Contractor shall refund the funds in favor of the Client in the appropriate amount within 14 working days from the date of receipt from the Client, inter alia, a written request for a refund. The Application is sent by the Client to the e-mail address of the Contractor specified in this Agreement and exclusively from the e-mail address of the Client specified by him in the Questionnaire during the conclusion of the Agreement and/or the Questionnaire submitted at the Club reception while the interview procedure.

#### **4. RULES OF ATTENDING of THE FITNESS CLUB "YOUR COACH"**

## **4.1. STAY IN THE CLUB**

4.1.1. Services to the Clients are provided by the Contractor during the opening hours of the Club.

4.1.2. The Club is opened daily (schedule may change, in such cases the Clients are notified in advance by posting the relevant information at the reception of the Club and/or Site, and/or in the Apps) according to the established hours: on weekdays - from 7:00 to 22:00; and on Saturdays, other weekends and holidays, except Sunday - from 9:00 to 18:00. Sunday is a day off.

4.1.3. The Contractor has the right to make changes to the schedule of the Club and, in case of technical necessity, temporarily close access to the premises of the Club, which is not a violation of the rights of the Clients.

4.1.4. Upon entering the Club, the Client is obliged to present his/her Club card, having registered at the reception of the Club, in accordance with the procedure established by the Contractor.

4.1.5. A Client is not allowed to visit the Club if he intends to enter the Club 60 (sixty) minutes before the end of the Club's opening hours, established by clause 4.1.1. of these Rules, and/or the expiration hours of the Club card.

4.1.6. The Client is obliged to leave the premises of the Club no later than the set end time of the Club's opening hours or the expiration hours of the end date of the Club card.

4.1.7. The above information is displayed on the information desk of the Club.

## **4.2. RULES OF CONDUCT IN THE CLUB**

4.2.1. When visiting the Club, the Client is obliged to follow the rules of public order, generally accepted norms of behavior, not to allow actions that endanger others, to treat other Visitors and staff, both in the Club and in the surrounding area, to observe cleanliness, rules of hygiene, sanitation, fire safety.

4.2.2. At the entrance to the Club, the Client is obliged to wear special shoe covers (protective covers, stockings). This procedure is used for hygienic purposes, and also helps to prevent the spread of street garbage in the premises of the Club, which can be brought by visitors along with shoes.

4.2.3. On the territory (indoors) of the Club it is strictly forbidden:

- appear in the Club in state of intoxication. In case of suspicion in the administration of the Club that the Client is intoxicated, the administration of the Club has the right to check the condition of the Client with a breathalyzer;
- be in the Club under the influence of drugs;
- drink alcoholic beverages;
- use drugs and precursors, anabolic drugs and illicit drugs;
- smoke;
- eat in the gym and locker rooms;
- distribute sports nutrition, including free of charge and/or for a fee, sports nutrition without the consent of the Club administration;
- attend trainings in the presence of infectious and cold diseases, as well as medical contraindications;
- enter the office and technical premises of the Club without the permission of the administration, independently regulate any engineering and technical equipment;
- speak loudly and aggressively, use profanity, disturb other visitors to the Club, disturb the cleanliness and order in the premises of the Club;
- hold any public events that are not coordinated with the administration of the Club. Public actions also mean the distribution of all kinds of leaflets, advertising campaigns for political or commercial purposes;
- take photos and videos without the consent of the Contractor;
- use television, music and other equipment of the Club without the permission of the Contractor;
- require the setting up of television channels or the installation of their electronic media;
- paint on the walls, partitions of the premises and locker rooms of the Club;
- delete advertisements, signs, stickers;
- to bring any animals to the territory of the Club;
- provide training of other visitors of the Club;
- committing actions that contradict generally accepted moral and ethical norms;
- obscene behavior and gestures;



- manifestation of racial, religious, national and any other discrimination;
- shave, use oils, honey and scrubs in the shower;
- staying for children of the opposite sex older than 6 years in women's and/or men's locker rooms.

4.2.4. The Clients are not allowed to bring to the territory (premises) of the Club:

- any types of firearms, gas and cold steel;
- explosive, flammable, toxic and highly flavored substances.

4.2.5. The Club/ Contractor is not responsible for things forgotten, lost or left unattended, as well as for things left in lockers. Forgotten and found things are stored by the Contractor for a week from the moment of their discovery by the Contractor, after which they are subject to disposal in the manner chosen by the Contractor, which is not a violation of the Client's rights, with which the latter agrees. The Client informs the reception of the Club in writing about the fact of loss of the thing.

4.2.6. The Client can use the safe for each individual stay in the Club (if there is a free safe to use).

4.2.6.1. The Contractor is not responsible for the storage of the Client's belongings in the safe, as it is not considered that such things were separately transferred by the Client to the Contractor in the safe for storage under the relevant storage agreement. In case of loss or damage to the Clients's belongings, he must immediately notify the reception of the Club in writing.

4.2.6.2. In case of finding forgotten things in the safe, the Contractor is obliged to immediately notify the Client, provided that he is known. Forgotten and found in the safe things are stored by the Contractor and/or disposed of in the manner prescribed by paragraph 4.2.5. of these Rules.

4.2.6.3. The cost of using the safe is included in the cost of Services under the Agreement. In this case, in case of loss and/or damage of the key to the safe, resulting the impossibility of using the safe, the Client pays in favor of the Contractor an unconditional fine in the amount set according to the Price List approved by the Contractor at the first request of the Contractor.

4.2.7. At the first visit to the Club, the Client is obliged to inform the Contractor about any health problems and medical contraindications to physical activity. Concealing information about the actual state of health releases the Club/Contractor from liability for possible damage to life and/or health of the Client as a result of training.

4.2.8. For trainings in the gym, the Client must:

- use special clothes and shoes. Shoes should be sports with a rubber or corrugated sole. Clothing should be changeable;
- do not use perfumes with a pungent odor before trainings;
- attend trainings in clean and tidy clothes;
- carry and use a towel during workouts in the gym and cardio room.

4.2.9. During trainings in the gym, the Client has no right to:

- use shoes with heels, leather soles, spikes;
- train barefoot, in flip-flops or open-toed shoes;
- train with a naked torso;
- run, jump, talk loudly, distract those who train in another way;
- conduct trainings in the gym in the absence of a coach;
- overload simulators over the norm with additional hanging of the load;
- use the simulator not available for use (repair, maintenance), and which in this regard is marked with a plate with the relevant information. At the same time, the Client is not deprived of the right in case of any complications and/or questions to seek help from the regular coach of the gym and/or cardio gym.

4.2.10. During trainings in the gym, the Client has no right to:

- touch the moving parts of block devices;
- perform exercises with free weights (dumbbells, barbells) at a distance of less than one meter from the mirror;
- perform exercises with a barbell without the use of locking locks;
- take pancakes, dumbbells, bars, vultures with wet or sweaty hands, which may cause them to fall and cause damage to health and/or equipment;
- unload the barbell contrary to the instructions;
- perform complex technical exercises and exercises with the use of heavy weights without the involvement of a regular coach;

- perform basic exercises (bench press, squats with a barbell) without insurance of a partner or coach;
- perform exercises with weights, barbells, dumbbells with jerks;
- fussy move in the gym, enter the workout area of other people who are training;
- perform basic exercises (traction, squats) without the use of an athletic belt;
- leave used equipment in the aisles. At the end of the training, the Client must use the equipment (dumbbells, bars) used in specially designated places.

4.2.12. During trainings in the gym, the Client is obliged to:

- after working with free scales, unload bars, dumbbells and remove used loads to specially designated places;
- do not place glasses of water on the simulators connected to the mains;
- use sports flasks;
- make sure that long clothes, laces, towels do not get on the moving parts of the simulators;
- before training on the treadmill stand on the stands along the edges of the moving belt, then set the minimum speed and after the start of the movement of the tape to start training;
- after training on the treadmill do not get off the simulator until the tape stops completely;
- adhere to the order and discipline of the Club, strictly follow the rules of use of simulators in accordance with their purpose, taking into account the peculiarities of their design;
- do not perform exercises on faulty, unreliable and unreliable simulators;
- listen carefully and follow all the coach's instructions, do not take any actions arbitrarily;
- in case of pain in the joints, muscles, bleeding, as well as in case of ill health, stop training and notify the next coach;
- in the event of an emergency situation in the Club, such as, but not limited to, detection of malfunctions of simulators, the appearance of off-odors, smoke, fire, etc., immediately notify the coach and act in accordance with his instructions;
- in case of injury, notify the next coach of the Club.

4.2.13. When visiting the Club, the Client is obliged to:

- take outerwear to the wardrobe;
- use a locker in the locker room for personal belongings, the key to which can be obtained at the reception of the Club, which must be returned to the reception before leaving the Club. The Client is not allowed to leave his belongings in the locker after trainings at the Club.

### **4.3. RULES of ATTENDING of CHILDREN'S PLAYING ROOM**

4.3.1. During the visit to the Club (only for the time of each individual stay in the Club), the Client who has a Club card and only during his/her stay in the Club can use the children's playroom (if there is such a room in the Club) to leave his/her child in the room aged three to nine years of age. Leaving the child in the children's playroom means that the Client is familiar with and fully agrees with these Rules of Attending of Children's playroom. The Client undertakes to ensure that the child strictly observes the Rules of the Children's Playroom and is personally responsible for any negative consequences that may occur during the child's stay on the Club's territory, including in the children's playroom.

4.3.2. Giving the Client the opportunity to leave the child in the children's playroom Club/Contractor does not provide educational services. Parents are fully responsible for their child's behavior in the children's playroom and are responsible for their child (including their life and health). The Client (the person accompanying the child) has no right to leave the Club premises while the child is in the children's playroom.

4.3.3. The children's playroom is not a preschool. The presence of nannies, persons supervising children, teachers, etc., animators in the children's playroom, during the stay of children there, is not provided.

4.3.4. Children under 3 (three) years old are allowed in the children's playroom only accompanied by adults. Children under the age of 3 years are recommended to visit the children's playroom in diapers. The children's playroom does not provide activities and actions related to personal hygiene.

4.3.5. If a child is more than 3 years old, but he or she does not speak well or does not respond to appeals or remarks, then such a child is allowed in the children's playroom only accompanied by adults.

4.3.6. To ensure comfort and safety, the children's playroom can accommodate no more than 03 children at a time.

4.3.7. Toys in the children's playroom are designed for children from the age of three. The Contractor makes every effort to remove toys that have failed. In addition, the Contractor is not liable for damage caused to the child by defective toys, information about the presence of which in the children's playroom was missing from the Contractor at the time of the task/receipt of damage.

4.3.8. There are no attractions in the children's playroom.

4.3.9. Toys in the children's playroom, as well as other accessories for children's entertainment, such as pencils, coloring books, etc., are the property of the Contractor. It is forbidden to take toys, books and other property of the Contractor out of the children's room.

4.3.10. Damage caused by the child to the property of the Club/Contractor during the stay in the children's playroom is reimbursed by the child's parents in the manner prescribed by current legislation of Ukraine.

4.3.11. Children are allowed to bring their own toys to the children's playroom. In this case, the Club/Contractor is not responsible for toys brought by the child to the children's playroom.

4.3.12. Children are allowed in the children's playroom after the Client fills out a questionnaire for the child (name, age, phone number of the parents).

4.3.13. Parents (Clients) are obliged to explain to their child the rules of conduct in the children's playroom and are obliged to ensure the proper behavior of the child in the children's playroom. Behavior that does not violate the rights of other children, is not offensive to them, and/or that may cause personal injury is considered appropriate, in particular, but not limited to.

4.3.14. Parents, leaving the child in the children's playroom, thus guarantee the absence of allergic and infectious diseases in the child.

4.3.15. Children are not allowed in the children's playroom:

- with obvious signs of the disease, including, but not limited to: colds, coughs, runny nose, etc .;
- in case of categorical refusal of the child to stay in the playroom, namely: tears, hysteria, unwillingness to leave parents;
- who are afraid to stay in the room with other children.

4.3.16. In case of injury to a child in the children's playroom, the Club/Contractor is not responsible. A Client who undertakes to ensure that his or her child strictly adheres to the Rules of the Children's Playroom is personally responsible for any adverse effects that may occur during the child's stay on the Club's premises, including in the children's playroom.

4.3.17. During the stay in the children's playroom it is forbidden:

- bring objects into the room that could injure other children, for example (but not exclusively): glasses, chains, lighters, etc .;
- eat food, drink any beverages and chewing gum;
- use gaming equipment for other purposes;
- throw toys at each other;
- insult and humiliate other children;
- inflict bodily harm on other children.

4.3.18 Children in the children's playroom should be without outerwear and shoes, and always in socks.

4.3.19. There is no charge for a child's stay in the children's playroom.

4.3.20. Parents are obliged to pick up the child from the children's playroom if:

- a sharp deterioration in the child's health occurs;
- at the request of the child;
- the behavior of the child is bad, the child disregards comments on safety and order in the children's playroom.

4.3.21. Only the family member who brought the child to the room or the person indicated by him/her may pick up the child from the children's playroom (upon presentation of such a person's passport or other identity document).

## **5. TERMS OF USE of SITE and APPs. REGISTRATION in THE APPs. SECURITY. TERMINATION OF ELECTRONIC CABINET. REMOVAL OF INFORMATION**

5.1. Registration of the Client on the Site and/or in the Apps is done by filling in the Questionnaire. Upon registration on the Site and/or in the Apps, payment, the Client is granted an access to the electronic cabinet.

5.2. The Client undertakes to present in the Questionnaire accurate, complete and precise information about himself and to keep this information up to date.

5.3. The Client agrees that he/she is personally liable to the Contractor for all actions taken when using his (Client's) electronic cabinet.

5.4. In the event that the Client becomes aware of any unauthorized use of his electronic cabinet, the Client agrees to notify the Contractor immediately by sending a corresponding e-mail.

5.5. The Client agrees that the Contractor reserves the right to terminate the Client's electronic cabinet and/or to block the Client's access to the electronic cabinet, at any time without prior notice to the Client and without giving the reason, in the following cases:

- violation of the provisions of this Agreement, its parts and additions;
- at the request of the state authorities, in accordance with applicable law;
- in other cases, if the Contractor deems such removal necessary.

5.6. The Client has the right at any time to refuse to use his electronic cabinet account and delete it.

5.7. Termination of the Client's electronic cabinet shall include:

- removal of Client's access to the personal part of all services of electronic cabinet;
- removing the password and releasing the Client's mailbox from emails, files and deleting personal settings.

5.8. The loss and/or failure of the Client's technical means is not a ground for termination of this Agreement.

5.9. The Client is aware of and accepts the fact that the Contractor has the right without the consent of the Client to change the interface and procedure of the office, to expand, replace and improve the range of Services provided under the Agreement.

5.10. The Apps on the technical mean functions properly provided that the Andriod mobile operating system is not lower than version 5.1; iOS mobile operating system is not lower than version 7.0.

## **6. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **6.1. The Client has the right to:**

- 6.1.1. require the Contractor to perform his duties under the Agreement;
- 6.1.2. upon prior agreement with the Contractor to replace one type of card with another, subject to the relevant surcharge in accordance with the Price List of the Contractor, effective on the date of replacement of the card type;
- 6.1.3. during the consumption of the Services to use the assistance of qualified specialists who are involved by the Contractor in the provision of Services;
- 6.1.4. require the Contractor to replace the coach. If the Client is not satisfied with the work of the coach, he has the right only to replace the coach. The fact of dissatisfaction with the coach is not a reason for termination of the Agreement and refund.

### **6.2. The Client is obliged:**

- 6.2.1. not to transfer the Club card to other persons for its use in the Club (each Club card is "registered");
- 6.2.2. to visit the Club within its opening hours according to the schedule, and in accordance with the category and type of Club card belonging to the Client;
- 6.2.3. be tidy and take care of the equipment, additional inventory and other property located in the Club, before leaving the Club to hand over the key to the locker at the reception;
- 6.2.4. be liable, material and/or intangible, including in the amounts specified in the Price List, for damage to property of third parties, as well as liability for their actions during the visit to the Club, including liability for damage caused by the Client or persons for whom he/she is responsible;

- 6.2.9. to leave the premises of the Club not later than the set end time of the Club and/or the expiration date of the Club card;
- 6.2.10. get acquainted with the rules of work of the electronic cabinet;
- 6.2.11. consult a doctor before payment and before accessing the electronic cabinet and not to follow the recommendations of the Contractor and/or coaches without obtaining permission from a doctor.;
- 6.2.12. notify the Contractor of any health problems and medical contraindications for physical activity. Hiding actual health information releases the Contractor from liability for causing potential harm to the life and or health of the Client as a result of providing Services;
- 6.2.13. follow the recommendations of the Contractor, coaches on nutrition, exercise, taking into account their own well-being;;
- 6.2.14. not to provide access to electronic cabinet to third parties;
- 6.2.15. stop following the recommendations of the Contractor, coaches in case of any discomfort, contraindications, health problems or pain and see your doctor immediately;
- 6.2.16. not to take actions aimed at misleading the coach, other participants of electronic cabinet to ignorance;
- 6.2.17. not to conclude the Agreement on behalf of/instead of another person, except in cases where the respective powers are obtained in accordance with the procedure provided by the current legislation of Ukraine;
- 6.2.18. not to download, store, publish, distribute and share or otherwise use any information that:
- threatens, defames, offends, degrades honor or dignity or business reputation, or violates the privacy of other users or other third parties;
  - violates the rights of minors;
  - is vulgar or obscene, contains obscene language, contains pornographic images and sexually explicit texts or scenes;
  - contains scenes of violence, or inhuman treatment of animals;
  - contains a description of the means and methods of suicide, any incitement to its implementation;
  - promotes and/or assists racial, religious, ethnic hatred or enmity, promotes fascism or ideology of racial superiority;
  - contains extremist materials;
  - promotes criminal activity or provides tips, instructions or guidance on criminal activities;
  - contains information of restricted access, including, but not limited to, state and business secrets, information about the privacy of third parties;
  - contains advertising;
  - contains links to third-party resources;
  - is of a fraudulent character;
  - is the intellectual property of third parties who did not authorize the Client to use it, as well as violates other rights and interests of individuals and legal entities or requirements of the law (including the posting of photos and videos, the main object of which is the person, if this person did not refuse to consent to a photo or video of his/her participation);
- 6.2.19. not to use any computer programs for the automated collection of information in the electronic cabinet;
- 6.2.20. not to collect, organize, store or distribute personal data of other users;
- 6.2.21. not attempt to gain access to another Client's electronic cabinet in any way, including, but not limited to, by fraud, abuse, login and password selection, etc.;
- 6.2.22. not to use any devices, programs, procedures, algorithms and methods, automatic devices or equivalent manual processes to access, purchase, copy or track the contents of the electronic cabinet;
- 6.2.23. not to deface the proper functioning of the electronic cabinet;
- 6.2.24. by any means not to circumvent the navigation structure of the electronic cabinet with a purpose to obtain or attempt to obtain any information, documents or materials by any means not specifically provided by the services of the electronic cabinet;
- 6.2.25. not to provide reverse search, track or attempt to track any information on any other Contractor's Client;
- 6.2.26. not to use the electronic cabinet and its contents for any purpose prohibited by the legislation of Ukraine, and to incite any illegal activity or other activity that violates the rights of the Site, other persons.

6.3. In addition to the rights and obligations provided for in paragraph 6.1. - clause 6.2 of this Agreement, the Client is also endowed with other rights and has other obligations under this Agreement.

#### **6.4. The Contractor is obliged to:**

- 6.4.1. require the Client to pay the cost of the Services in accordance with the terms of the Agreement;
- 6.4.2. require the Client to comply with all the terms of the Agreement;
- 6.4.3. not to allow the Client to the premises of the Club, if the appearance of the Client gives the staff of the Contractor grounds to believe that the latter is intoxicated or under the influence of any of the drugs or under the influence of drugs,

if it affects behavior, reaction and consciousness of the Client, and if the circumstances listed in this paragraph of the Agreement are obvious to the staff of the Contractor;

6.4.4. demand from the Client for compensation for damages and damage (material damage and non-pecuniary damage) in favor of a particular Club or in favor of specific employees of the Club (as the case may be), except for third parties, unless proven that the damage was not the fault of the Client;

6.4.5. change the schedule of trainings and opening hours of the Club during the season, of which the Client is informed in advance in the manner chosen by the Contractor;

6.4.6. to close the Club (separate training territories) for carrying out repair and preventive works without reimbursement of the days missed at the time of closing of the Club to the Client about which the Client is informed in advance in the way chosen by the Contractor;

6.4.7. terminate the Agreement unilaterally, which has the effect of terminating the provision of Services to the Client in case of non-compliance with the terms of the Agreement. The degree of severity of the violation is determined by the Contractor unilaterally;

6.4.8. refuse to enter into the Agreement to a person in respect of whom the Contractor has sufficient grounds to believe that the execution of such an Agreement may lead to a decrease in the level of security and comfort in the Club, as well as restriction of rights, freedoms and interests of Client;

6.4.9. terminate the Agreement unilaterally resulting in the termination of rendering of the Services to the Client in case of non-fulfillment or gross violation of the terms of the Agreement. In this case, the severity of the violation is determined unilaterally by the Contractor;

6.4.10. disclose any information collected about the Client, if the disclosure is necessary in connection with the investigation or complaint about the misuse of the electronic cabinet or for the establishment (identification) of the Client, which may violate or interfere with the rights of the Contractor or the rights of other Clients;

6.4.11. disclose any information about the Client that it deems necessary to comply with the provisions of applicable law or court decisions, enforce the terms of this Agreement, protect the rights or security of the Client;

6.4.12. disclose information about the Client if the current legislation of Ukraine requires or permits such disclosure;

6.4.13. without prior notice to the Client to terminate and/or block access to the electronic cabinet if the Client has breached this Agreement, as well as in case of termination of the electronic cabinet or due to technical problems.

#### **6.5. The Contractor undertakes:**

6.5.1. in order to confirm the Client's right to visit the Club, to issue and provide the Client with a Club card according to the category and type of Card selected by the Client in accordance with this Agreement and activate it in accordance with the terms of the Agreement;

6.5.2. to provide the Client with the Services paid for by him, the quality of which is determined by the Contractor, in accordance with the category and type of the Club card of the latter in compliance with the terms of the Agreement;

6.5.3. at the request of the Client to provide a certificate of services provided. If the Client has not requested the Contractor to provide the Act of Services provided by the 10th (tenth) day of the month following the month of provision of Services, the Services are considered provided in full. If the Client requested the Contractor to provide the Act of Services provided within the period specified in this paragraph of the Agreement, such Act of Services shall be drawn up by the Contractor and transmitted to the Client in a hard copy in 2 (two) authentic copies. In the absence the 10th (tenth) day of the month following the month of provision of Services, comments and notifications from the Client, the Act of services provided is considered adopted by him, and the Services - provided in full and of proper quality. If, after activating the Club card, the Client does not attend the Club/ trainings for reasons beyond the Contractor's control, and / or has not attended all trainings, the right to attend which is provided by the Club card, upon the expiration of the relevant Club card in full and of proper quality;

6.5.4. provide the Client with access to the electronic cabinet.

6.6. In addition to the rights and obligations provided for in paragraphs 6.4. - 6.5. of this Agreement, the Contractor is also endowed with other rights and has other obligations under this Agreement.

### **7. TERM OF ACTION OF AGREEMENT, AMENDMENT AND TERMINATION**

7.1. This Agreement shall enter into force upon Acceptance by the Client of the Contractor's offer in accordance with the Preliminary Statement to this Agreement (the Contractor's obligations to provide Services to the Client arise from the moment of activation of the Club card) and shall be valid until the last day of the Club card. The validity of the Club card may be extended in the manner prescribed by this Agreement, which results in a corresponding extension of this Agreement without the need for additional agreements and/or additions to it by the Parties.

7.2. This Agreement may be terminated by unilateral withdrawal, only in the cases provided for in this Agreement.

7.3. In case of early termination of this Agreement on the initiative of the Contractor and on the grounds specified in this Agreement and its programmes, it is considered that the Client received the Services, and the Contractor is considered to have provided them properly and in full.

7.4. The Client is aware of and accepts the fact that with the development of the Club, this Agreement is subject to adjustment, change. In particular, but not exclusively, the Contractor has the right without the consent of the Client to introduce new types, categories of cards, expand, replace and improve the range of Services provided by Club cards, specify and change the name of Club cards; to put in place other forms of visiting the Club. The Client agrees that any changes to this Agreement are implemented unilaterally by posting an updated version of this Agreement by the Contractor on the Site or in the Apps and come into force upon their posting. Individual notification of the Client or signing of additional agreements or any other annexes to the Agreement is not required for the entry into force of amendments to the Agreement.

7.5. By concluding the Agreement, the Client confirms that it is acquainted with the list and scope of Services, the procedure for their provision, as well as with all the information necessary for the full consumption of Services in the Club.

7.6. After concluding the Agreement and all annexes to it, it is considered that the Client is acquainted with all their conditions and undertakes to comply with them. In case of violation or non-compliance with the terms of the Agreement, the Client is liable under the Agreement and current legislation of Ukraine.

## **8. RESPONSIBILITY OF THE PARTIES AND SETTLEMENT OF DISPUTES**

8.1. All disputes that may arise in connection with the implementation of the Agreement or related to it shall be resolved through negotiations between the Parties or their authorized representatives. If the dispute cannot be resolved through negotiations, it shall be resolved in court in accordance with the established jurisdiction and jurisdiction of such dispute in the manner prescribed by current legislation of Ukraine.

8.2. The Parties shall be liable for violation of the Agreement established by this Agreement and the current legislation of Ukraine. The Parties are not responsible for breach of their obligations under the Agreement, if it was not their fault. A Party shall be presumed innocent if it proves that it has taken all the measures necessary for it to fulfill its obligation.

8.3. The Client is fully liable for damage and damages caused to the Contractor and third parties by damage to their equipment and other property, including through negligence.

8.4. In case of violation of the terms of the Agreement, the Contractor has the right to temporarily suspend the Client's Club card for a period determined by the Contractor unilaterally.

8.5. Parents/guardians are responsible (including materially) for the observance of the terms of this Agreement by their children who are not of legal age.

8.6. The Contractor shall not be liable for any negative consequences that may occur if the Client has contraindications to receive the Services due to his/her health condition. In the event that the Clients conceal from the Contractor information on the state of their health, which may lead to any kind of harm to both the Client himself as well as other Clients, the responsibility to the Contractor and other Clients for such actions is borne by the Client who hid the information, independently in full.

8.7. In all cases of implementation of the recommendations of the Contractor/coach, such implementation is carried out by the ward Client at his own risk. The Contractor and coaches are not liable for any possible damage, including damage to property and/or health, which may be caused by the use of any materials of the electronic cabinet. When training, the ward takes full responsibility for any consequences.

8.8. The Client is solely responsible for any use of the information provided in the electronic cabinet.

8.9. The Client is solely responsible to third parties for their actions or omissions when using the electronic cabinet.

8.10. The Client undertakes to settle independently and at his own expense all claims of third parties related to the Client's action or omission when using the electronic cabinet.

8.11. In the event that the Client places information in the electronic cabinet or performs other actions that do not comply with the terms of the Agreement, the Contractor shall have the right, at its sole discretion, to delete all or part of the information posted by the Client, including those information that make it difficult to determine its compliance with the Agreement and/or legislation.

8.12. In case of violation of the terms of this Agreement, the Contractor has the right to block the Client's access to the electronic cabinet and/or remove the electronic cabinet of the Client without prior notice.

8.13. The Contractor shall not be responsible for the use by third parties of information provided by the Client in the electronic cabinet, including its copying, reproduction and distribution, made both within the electronic cabinet and in other possible ways.

8.14. The Contractor shall not be liable for delays or malfunctions during the operation resulting from force majeure, as well as in any case of problems in telecommunication, computer, electrical and other related systems.

8.15. The Contractor is not responsible for the actions and/or inaction of third parties who are not its employees, including persons who are the owners of the building in which the Club is located, which led to negative consequences.

8.16. The Contractor shall be liable only for those facts of violation of the terms of the Agreement that took place in the premises of the Club.

8.17. The Contractor shall not indemnify for any damages, direct or indirect, caused to the Client or third parties as a result of use or non-use, including inability to use, the electronic cabinet.

8.18. The Contractor does not undertake to check, change and control information located by anyone in the electronic cabinet, does not guarantee and is not responsible for the accuracy of information, its legality, quality and compliance with the specific requests and needs of users of the electronic cabinet.

8.19. The Contractor is not responsible for the content of sites that do not belong to him, links to which may be present in the electronic cabinet, and does not guarantee their availability, correct work and compliance with the stated topics.

8.20. The Contractor is not responsible for the actions of transfer systems, banks, payment systems and for delays related to their work.

8.21. The Contractor shall not be responsible for the proper functioning of the electronic cabinet in the event that the Client does not have the necessary technical means for its use, including, if the Client's technical means do not meet the specifications necessary for the proper functioning of the e-cabinet referred to in this Agreement, and does not bear any obligations to provide Clients with such facilities (means).

8.22. The Contractor shall not be liable to the Client or third parties for the termination of access to the electronic cabinet in case the Client breaches any provision of this Agreement or other document containing the conditions for using the electronic cabinet.

## **9. CIRCUMSTANCES OUTSIDE THE WILL OF THE PARTIES**

9.1. The Parties shall not be liable for any non-compliance or improper performance of the terms of this Agreement, if such non-performance or improper performance is the result of circumstances beyond the will of the Parties. The Parties have agreed that the circumstances beyond the will of the Parties include, but are not limited to: threat of war, armed conflict or serious threat of such conflict, including but not limited to hostile attacks, blockades, military embargo, foreign enemy action military action, declared and unannounced war, public enemy action, riot, acts of terrorism, sabotage, piracy, disorder, invasion, blockade, revolution, rebellion, uprising, mass riots, curfew, expropriation, forcible seizure, seizure of enterprises, requisition, public demonstration, blockade, strike, unlawful acts of third parties, explosion, prolonged interruptions in the work of transport, regulated by the terms of the relevant decisions and acts of state authorities, closure of the sea canals, embargo, ban / imports, etc., and also caused by exceptional weather and natural disasters, such as: pandemic, epidemic, severe storm, cyclone, hurricane, tornado, storm, flood, snow accumulation, ice, hail, frost, freezing of the sea, straits, ports, passages, earthquake, lightning, fire, drought, subsidence and landslide, other natural disasters, etc.; fires in the buildings (or parts thereof) where the Club is located; decisions of state bodies that interfere with or prevent the Contractor from fulfilling its obligations under the Agreement and/or which significantly impair the Contractor's position in comparison with the terms of this Agreement, and/or which, in



the Contractor's opinion, cause the Client significant negative influence for performance of this Agreement; situations that significantly affect the ability or inability of the Contractor to fulfill its obligations under the Agreement. For the duration of circumstances beyond the will of the Parties, the Party affected by such circumstances shall be exempted from the performance of the obligations provided for in this Agreement; situations that significantly affect the ability or inability of the Contractor to fulfill its obligations under the Agreement; actions of the owners of the premises where the Club is located (should be located), including those that led to the loss of the Contractor's right to place the Club; repair and maintenance work in the buildings where the Club is located and which was not planned by the Contractor in advance; accidents in water supply, drainage, energy supply and air conditioning systems, as well as: failure to receive the act of commissioning of the building where the Club is to be located; non-receipt or untimely receipt of the Club's work permit, if it did not happen through the fault of the Contractor; the fault of third parties in cases of absence or deterioration of utilities; the fault of third parties in all other cases and all other events, the occurrence, development and / or termination of which does not depend on the will of the Parties. For the period of existence of circumstances that exist outside the will of the Parties, the Party affected by such circumstances shall be released from the obligations provided for in the Agreement. The Contractor and/or the Club shall not be liable for any negative consequences and other circumstances listed in this clause of the Agreement, the occurrence of which is beyond the will of the Contractor. Confirmation of the circumstances that exist outside the will of the Parties from the Contractor may be any document, duly executed, with reference and confirmation of such circumstances.

9.2. The Parties acknowledge that such circumstances impede the process of providing the Services and are not grounds for termination of the Agreement.

## **10. OTHER CONDITIONS**

10.1. If the Client does not visit the Club, does not use his Club card or does not use it in full due to pregnancy, business trip, illness and/or any other reasons, the validity of the Club card does not change, and the expiration date is not postponed, and, accordingly, the funds paid by the Client under this Agreement shall not be refunded, unless otherwise provided by this Agreement.

10.2. The stay of children on the territory of the Club is regulated by the Rules of Attending of Children's Playroom. The Client undertakes to ensure that the child strictly observes the Rules of Attending of Children's Playroom and is personally responsible for any negative consequences that may occur during the child's stay on the Club's territory, including in the children's playroom.

10.3. Hereby, the Client states that he is aware that the fact of concluding this Agreement means that: a) the Client knowingly agrees to all the terms of the Agreement; b) The Client is acquainted with the cost of Services under this Agreement, which fully suits him; c) the Client's state of health allows him to consume the Contractor's Services in accordance with this Agreement, and that the Client has no contraindications to sports and physical activity (thus the Client removes all responsibility for the state of his health from the Contractor); d) The Client gives his consent to the use of his personal data by the Contractor for any purpose, if such purposes do not contradict the current legislation of Ukraine; e) the fact of joining to this Agreement by the Client, in particular, but not exclusively, means that the Client is provided by the Contractor with all necessary, accessible, reliable and timely information about the Services, their quantity, quality, about the Contractor, the Client is familiar with the Rules and undertakes to comply with them, and in case of violation or non-compliance - to be liable in accordance with all clauses specified in this Agreement, the Rules and current legislation of Ukraine; f) the fact of joining this Agreement by the Client, in particular, but not exclusively, means that the Client has provided all necessary, accessible, reliable and timely information about the conditions of stay in the Club and informed about the rules of operation of simulators; g) The Client confirms that he is aware that if it is necessary to clarify the terms and conditions of the Services - before consuming such Services, he is obliged to seek clarification from the Contractor.

10.4. The Client states that he is aware that the admission to the Club is terminated 60 (sixty) minutes before the end of the Club's opening hours established by the Contractor and/or the expiration date of the Club card.

10.5. In case of concluding the Agreement in favor of the child, the Client, upon receipt of the Club card at the club reception, is obliged to present to the Contractor the original birth certificate and the original passport of one of the child's parents on whose behalf the Agreement is concluded.

10.6. The Client agrees that the personal data provided by him, necessary for the identification of the latter and is a voluntary expression of the will of the Client to allow the processing of his personal data and their use under current legislation of Ukraine.

10.7. The Client is aware that the Contractor is not responsible for the actions and / or inaction of third parties, including, but not limited to, government agencies and persons who own the building in which the Club is located, which led to negative consequences, including the absence hot water supply in the Club.

10.8. The Client is informed, aware and agrees that the Clubs are located in buildings that are not owned by the Contractor, resulting in possible inaction and/or unforeseen actions of building owners or actions (inaction) of third parties, overcoming the consequences of which are beyond the control and will of the Contractor. Such actions may lead to the postponement of the approximate opening period, affect the activities of the Club, including may lead to the closure of the Club or the temporary termination of the Contractor's ability to provide Services.

10.10. When concluding the Agreement, the Client is aware that on behalf of the Contractor the Agreement may be concluded by a person authorized by the Contractor.

10.11. In providing the Services, the Contractor is guided by the information received from the Client, which is taken into account as indisputable, true and reliable, including the fact that the Client has no contraindications to follow the recommendations of the Contractor, coaches.

10.12. The Client guarantees that he is in a physical condition that allows him to follow the recommendations of the P Contractor, coaches. Thus, the Client removes all responsibility for the state of his health from the Contractor.

10.13. The Client is personally responsible for his or her health and medical examinations.

10.14. The Contractor guarantees that provision of Services is confidential. All data provided by the Client shall be kept confidential. The results and photos of the Client are published only with the consent of the Client. The Client undertakes to maintain the confidentiality of the information they received in the course of using the electronic cabinet. The Client undertakes not to disclose to the third parties confidential information without the consent of its rights holder, except on the request of the authorized state bodies and/or only in cases and in the order established by the legislation. If the Client fails to comply with the above requirements, if this has led to the unauthorized disclosure of confidential information, the proprietor of the confidential information has the right to hold the Client liable in accordance with the procedure established by law, and to demand compensation for the damages suffered in full.

10.15. All materials placed at the electronic cabinet are copyrighted and may not be copied or distributed in any way.

10.16. Upon expiration of the Agreement, the materials become inaccessible.

10.17. The Client agrees to receive informational, advertising and other types of mailings from the Contractor by SMS to the Client's telephone number, as well as to his e-mail address and undertakes not to present to the Contractor any claims and requirements related to such mailings. If the Client does not want to receive mailings, he should write a waiver of mailing. Upon receiving such a refusal, the Contractor undertakes to exclude the Client's address from the mailing list.

## **11. CLIENT'S PERSONAL INFORMATION**

11.1. For the purpose of compiling individual recommendations, as well as for the other purposes specified below, the Contractor collects, stores, protects, processes and disseminates information about the Client (Client's personal data) in the manner provided below.

11.2. The Client's personal data is stored in the database of the Contractor's personal data with the right to use by the Contractor, until they are withdrawn at the written request of the Client.

11.3. The Contractor with respect and responsibility treats confidential information of any person who has become a Client. By agreeing to this Agreement, the Client gives its unambiguous and undisputed consent to the processing (including collection and use) of information provided by him personally, including when completing the Questionnaire, in accordance with the provisions of the Law of Ukraine "On Personal Data Protection" and the Contractor's policy on protection of personal data. In addition, the Client agrees that the Contractor may collect, use, transmit, process and maintain information provided by Client for the purpose of providing of relevant services. The Client agrees that the Contractor has the right to provide all personal data of the Client to the public authorities according

to their requests, and in the absence of such requests, but in cases where the Contractor is obliged to do so in accordance with the current legislation of Ukraine.

11.4. The Contractor undertakes to collect only the personal information that the Client voluntarily provides when the information is required to provide (improve) services to the Client.

11.5. The Contractor collects both basic personal information such as first name, patronymic, address and email address, and secondary (technical) data.

11.6. According to this Agreement, the personal data of the Client includes:

- standard data that is automatically received by the http server when accessing the Apps;
- information provided by the Client, including, but not limited to, the following: health, email addresses, names, contact information;
- other information obtained or generated when accessing the Apps through various tools, including the use of cookies: statistics on e-mail page views, records of the amount of information received and transmitted.

11.7. The Contractor shall have the right to use third party services to collect information about Client's electronic cabinet via using cookies to improve the electronic cabinet and its services.

11.8. The Contractor uses various tools to protect the Client's personal information from unauthorized access or disclosure. However, the Contractor makes no warranties or liability for the actions of third parties who have misused access to the Client's confidential information, and reserves the right to use and disclose certain information from the Client's personal data in connection with potential or such conflicts and court cases, as and when necessary to protect the rights.

11.9. Access to Client's personal data, have:

- persons whose rights and responsibilities for access to relevant information are established by the legislation of Ukraine;
- persons and organizations providing support for electronic cabinet services in the extent necessary to provide such support.

11.10. Client's rights as a subject of personal data. The Client has the right to:

- obtain information on the location of the Contractor as the owner/manager of his personal data;
- require the Contractor to clarify their personal data;
- apply the remedies provided by law in case of violation of the legislation on protection of personal data.

11.11. The Client agrees that the confidentiality of the data transmitted via the Internet is not guaranteed if access to this data is obtained by third parties outside the area of technical means controlled by the Contractor, the Contractor shall not be liable for the losses caused by such access.

11.12. The Contractor may use any information collected through the electronic cabinet for the purpose of improving the content of the electronic cabinet, its refinement, transmission of information to the Client (on request), for marketing or research purposes, as well as for other purposes, which is not contrary to the provisions of the current legislation of Ukraine.

## **12. DETAILS of the COMMERCIAL REPRESENTATIVE**

12.1. This public offer is offered by Private Entrepreneur Gorbachevskiy Igor Anatoliyovych, who is the Commercial Representative of the Contractors, acts on behalf, authorized by, in the interests and at the expense of third parties operating under the trademark "Your Coach" ("Contractors"), on the basis of agreements of the commission with Contractors.

12.2. Registration data of the Commercial representative:

**Individual entrepreneur**

**Gorbachevskiy Sergii Anatoliyovych**

10028, Zhytomir, Miklukho Maklaya street, 30,

Tax number: 3085423159

e-mail: [info@vashtrener.com.ua](mailto:info@vashtrener.com.ua);

web-site: <https://vashtrener.com.ua>.

