

MEMBERSHIP AGREEMENT NO. _____

CLUB'S DATA:

| | |
|--------------------------------------|-----------------|
| Name: My Fitness AS | |
| Registry code: 11273563 | |
| Location: Haabersti 5, Tallinn 13516 | |
| Phone: | |
| E-mail: | |
| LHV: EE387700771004450422 | SWIFT: LHVBE22 |
| Swedbank: EE462200221032077123 | SWIFT: HABAE2X |
| SEB: EE461010220074514017 | SWIFT: EEUHEE2X |

Hereinafter referred to as "Club" or "MyFitness"

MEMBER'S DATA:

* mandatory information

| |
|--|
| Name*: |
| Personal identification code*: |
| Place of residence*: |
| Phone*: |
| E-mail*: |
| Name of remitter / legal representative: |
| Personal identification code of remitter / legal representative: |
| E-mail of remitter / legal representative: |

Hereinafter referred to as: "You or Member"

GENERAL MEMBERSHIP INFORMATION:

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|-------------------------------------|
| Sports Club: |
| Joining Fee: __ euros |
| Date of entry into Agreement: |
| Beginning of validity of Agreement: |

| |
|------------------------------------|
| Training Package**: |
| Membership Fee**: ____ euros/month |
| Reference number: |
| Username: _____ Password: _____ |

**Please find detailed terms and conditions of the training package on the Club's website

MEMBERSHIP

- By signing the present termless Membership Agreement, You are allowed to visit the selected Sports Club(s) in accordance with the access rights related to the Training Package of Your choice and use the services provided in the Sports Club(s).
- After signing the Membership Agreement a personal electronic membership card will be issued to You or any other electronic solution allowing to identify the Member will be agreed upon. The Member Card is personal and must not be passed on to any third party.
- For a child under 18 years of age, the Membership Agreement will be entered into and signed by his/her parent or guardian who is his/her legal representative and will be held solidarily liable to the Club for the performance of all obligations arising from the Membership Agreement.

FEES

- A prerequisite for the Membership Agreement is the existence of a termless e-invoice with automated standing order agreement without a fixed limit with the Club. If the bank providing Your services does not allow entry into an e-invoice with automated standing order agreement, please fix 80 euros per member as the limit. Based on the e-invoice with automated standing order agreement, the Club will debit the fees related to the Membership Agreement (incl. the penalty fee for breaching the Booking Rules) to your account on the 10th date of each month.
- If the Membership Agreement is signed between the 1st and the 24th of the month, the Joining Fee and Membership Fee must be paid until the end of the current month. If the Membership Agreement is signed after the 25th date until the end of the current month, the Joining Fee and Membership Fee must be paid for the following calendar month. Henceforth, the Club will debit the Membership Fee to Your account in accordance with the direct debit agreement on the 10th date of every month. The Joining Fee is a non-refundable fee paid each time a Membership Agreement is signed.
- Payment of the Membership Fee is mandatory regardless of whether You actually visit the Sports Club.

ON-HOLD MEMBERSHIP

- An On-hold Membership can be arranged for any reason for one or a maximum of two consecutive months for the on-hold Membership fee indicated in the current Price List.
- The On-hold Membership Agreement is made in the Sports Club and signed in person by You and a representative of the Club.
- When arranging the On-hold Membership Agreement between the 1st and 14th (included) day of the month, Your On-hold Membership will start on the first day of the following calendar month. When arranging the On-hold Membership Agreement after the 15th, the On-hold Membership will start on the first day of the month after the next.

EXAMPLE: When arranging an On-hold Membership Agreement for one month on the 14th of May, the On-hold Membership will last from the 1st of June to the 30th of June. During this period, You are not allowed to use the Club's services and will be charged the on-hold Membership fee on the 10th of June via e-invoice with automated standing order agreement. The right to use the Club's services and the responsibility to pay the Membership Fee will automatically recur on the 1st of July. When arranging an On-hold Membership Agreement on the 15th of May, the On-hold Membership will last from the 1st of July to the 31st of July.

TERMINATION OF MEMBERSHIP AGREEMENT

10. The arrangement to terminate a Membership Agreement can be made at all times.
11. The arrangement to terminate a Membership Agreement is made in the Sports Club and signed in person by You and a representative of the Club.
12. When arranging the termination of the Membership Agreement between the 1st and 14th (included) date, your Membership Agreement will be terminated on the last day of the respective month. When arranging the termination of the Membership Agreement after the 15th and until the last (included) day of the month, the Membership Agreement will be terminated on the last day of the next month. The Membership Agreement cannot be terminated with longer nor shorter advance notice than described in the present clause.

EXAMPLE: When arranging the termination of the Membership Agreement on the 14th of October, Your Membership Agreement will be terminated on the 31st of October. When arranging the termination of the Membership Agreement on the 15th of October, your Membership Agreement will be terminated on the 30th of November.

13. The Parties have the right to unilaterally cancel the Membership Agreement on the basis of and pursuant to the procedure prescribed by the General Conditions.

AMENDMENT OF AGREEMENT

14. The Membership Agreement can only be amended by agreement with the Club and for the valid Fee for amending the Agreement as indicated in the Price List. Any amendments will only take effect on the first day of the calendar month following the arrangement to make the amendment.

LIABILITY

15. The Club is liable to You and You have the right to apply legal remedies against the Club only if the Club has breached its obligations wilfully or due to gross negligence. The restriction of liability does not apply in case of causing a death or damaging the health.

MISCELLANEOUS

16. For breaching the Membership Agreement, the Club reserves the right to charge You with penalty fees as stated in the current Price List, Regulations and/or Booking Rules.
17. The Club has the right to forward Your personal data (incl. name, personal identification code and contact details) and data on Your indebtedness for publishing in payment disturbance register(s) (e.g. AS Kredidiinfo's register for tax disturbances) if Your debt to the Club has been due for more than 30 days; also, for collection of debts to collection companies.
18. If You have any unfulfilled duties to the Club, the Club has the right to refuse the performance of its duties (incl. to block the Membership Card) until the proper performance of the respective duty, incl. to refuse to arrange the On-hold Membership or make the agreement to terminate the Agreement. At that, You are obliged to pay the Membership Fee until the termination of the Membership Agreement.
19. The partial or complete invalidity of any article in the Membership Agreement does not cause the invalidity of the whole Membership Agreement and the invalid article will be partially or completely substituted with the closest possible valid article.

AGREEMENT DOCUMENTS

20. The Membership Agreement consists of the General Conditions, Regulations, Booking Rules and Price List that are available in print in the Club's premises and on the Club's website (myfitness.ee). In case of any conflicts, the conditions of the Membership Agreement will prevail (except amendments made in the Price List).
21. The Club has the right to unilaterally change the General Conditions, Regulations, Booking Rules and Price List at any time by posting a relevant announcement on the Club's website on the internet. When disagreeing with the change(s) and on the condition that the change(s) harm You unreasonably and therefore, You cannot be expected to perform the Membership Agreement, You have the right to terminate the Membership Agreement in one month after the announcement of the change(s) has been posted.
22. Hereby, You declare to have read the Membership Agreement, General Conditions, Regulations, Booking Rules and the Price List and are obliged to fulfil the Membership Agreement and parts thereof in full extent.

With Your permission, the Club will process Your personal data (incl. name, personal identification code, birthday, contact details and potential preferences in using any services or buying any goods) for preparing the customer database and statistics and for marketing various products and services. For the further processing of Your data, You can exercise the rights arising from section 12 and chapter 3 of the Personal Data Protection Act and any other applicable laws establishing the protection of personal data, incl. to ask the Club about the data collected about You, and unsubscribe from any offers at any time.

ACCEPTANCE OF MEMBERSHIP AGREEMENT

I confirm that I have read the Membership Agreement, the General Conditions, the Internal Regulations, the Booking Rules and the Price List and agree to fully comply with the Membership Agreement and its parts.

Yes No