

# GENERAL COMMERCIAL TERMS AND CONDITIONS

*GYMIFY & Co, s. r. o.*

*with its registered seat at Oščadnica 930, 023 01 Oščadnica, Slovak Republic*

*Company ID number: 53 386 850*

*Tax ID number: 2121349406, VAT ID number: SK2121349406*

*Company registered in the Business Register of the District Court Žilina, Section: Sro, Insert number: 75814/L*

## General Commercial Terms and Conditions valid and effective from 15.9.2022

### I. PREAMBLE

- 1.1. These GCTC govern the rights and obligations of Contractual Parties arising from
  - a) Contract concluded between GYMIFY as a provider of Software and Client as a user of Software in relation to the usage of GYMIFY Software by Client, which is provided by the company GYMIFY and available online on website „<https://gymify.app/>“,
  - b) Sale Contract concluded between GYMIFY as a seller and Client as a buyer in relation to the purchase of Goods as additional and related Goods to Software, as well as
  - c) Lease Contract concluded between GYMIFY as a lessor and Client as a lessee in relation to the lease of Goods as additional and related Goods to Software, and at the same time
  - d) they set the principles of legal relationship between Client and GYMIFY who is at the same time the operator of Websites of the group GYMIFY ([gymify.io](https://gymify.io), [gymify.sk](https://gymify.sk), [gymify.cz](https://gymify.cz), [gymify.pl](https://gymify.pl)).
- 1.2. These GCTC apply on all Contracts, Sale Contracts or Lease Contracts concluded between GYMIFY and Client in relation to the usage of Software, the purchase and lease of Goods or other services provided by GYMIFY, except if GYMIFY and Client conclude specific contract with the agreed conditions expressly different from these GCTC, while in such case the agreed conditions of the specific contract shall prevail over these GCTC.
- 1.3. Client declares that before the conclusion of Contract, Sale Contract or Lease Contract with GYMIFY, he has acquainted in detail with these GCTC as well as with other documents applicable on the usage of Software, Goods or other services available to Client through Website or Software, including General Commercial Terms and Conditions intended for customers and clients of fitness centre or another sport facility, as well as with other related documents, while he agrees with the previously mentioned and undertakes to act in compliance with the previously mentioned.

### II. DEFINITIONS AND INTERPRETATION

- 2.1. The terms defined and used in these GCTC are consistent with and have the same meaning as the terms used in all contractual legal relationships between GYMIFY and Client, unless stated otherwise by generally binding legislation or unless expressly and in writing negotiated otherwise between Contractual Parties.
- 2.2. Contractual Parties take into account that the provisions of this article of GCTC have not only defining character and purpose, but also normative character and purpose, which means that they set the rights and/or obligations of Contractual Parties. Therefore, the provisions of this article are binding on Contractual Parties in the same manner as other provisions of these GCTC.
- 2.3. Unless in these GCTC stated otherwise, the words used in these GCTC in singular are applicable also on plural and vice versa. The words used in masculine grammatical gender shall include also feminine and neuter grammatical genders.
- 2.4. **Copyright Act** means Act no. 185/2015 Coll. Copyright Act, as amended.
- 2.5. **Package** means the list of services and features available to Client and made by GYMIFY, while the packages differ from each other by the scope of provided services and available features; detailed specification of each package and related services, the description of features, the description of possible accessories to the packages, and Remuneration for relevant package, as well as other related information, are available on Website of GYMIFY; Client is entitled to change the relevant package at any time, either by adding other services or features, or eventually by deleting some of the offered services or features.
- 2.6. **Price List** means the current price list of GYMIFY for Package, additional service to Package or Software, or available Goods, or other services currently offered by GYMIFY, which is available on Website.
- 2.7. **Civil Procedural Code** means Act no. 160/2015 Coll. Civil Procedural Code, as amended.
- 2.8. **Day** means a calendar day.

- 2.9. **GYMIFY** means the company GYMIFY & Co, s. r. o., with its registered seat at Oščadnica 930, 023 01 Oščadnica, Slovak Republic, company ID number: 53 386 850, company registered in the Business Register of the District Court Žilina, Section: Sro, Insert number: 75814/L.
- 2.10. **Client** means a subject which entered into the contractual relationship with GYMIFY through the binding Order, through arranging conditions and their approval by GYMIFY; Client is usually the Entrepreneur – relevant fitness centre or another sport facility.
- 2.11. **Purchase Price** means the amount of remuneration for sale and purchase of Goods, set by the agreement of Contractual Parties.
- 2.12. **Sale Contract** means the sale contract, subject of which is the paid transfer of ownership of Goods from GYMIFY as a seller to Client as a buyer, and the obligation of Client to take over Goods from GYMIFY and to pay Purchase Price for Goods, in accordance with the conditions of relevant sale contract and GCTC.
- 2.13. **Licence** means non-exclusive licence which represents the consent of GYMIFY with the usage of Software, i.e. the grant of authorization to exercise the rights to use Software for the needs of the Client.
- 2.14. **GDPR Regulation** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 2.15. **Rent** means the amount of remuneration for the temporary usage of Goods, set by the agreement of Contractual Parties.
- 2.16. **Civil Code** means Act no. 40/1964 Coll. Civil Code, as amended.
- 2.17. **Commercial Code** means Act no. 513/1991 Coll. Commercial Code, as amended.
- 2.18. **Order** means individual written order, which consists of filling in and sending the order form or contact form addressed to GYMIFY, with the aim of ordering Software, purchasing or leasing the Goods.
- 2.19. **Remuneration** means the price, which Client undertakes to pay to GYMIFY for providing Software and the amount of which depends on Package chosen by Client, respectively on other additional services; the amount of remuneration is available to Client through current Price List available on Website.
- 2.20. **Entrepreneur** means a person (i) registered in the respective business register, (ii) who operates a business on the basis of Trade License, (iii) who operates a business on the basis of authorization other than Trade License, in accordance with special legal rules, (iv) a person who states its company ID number in Order.
- 2.21. **Website User** means every person who browses through Website and obtains information therefrom.
- 2.22. **Working Day** means the day from Monday to Friday, if this day is not a day of national holiday in the Slovak Republic.
- 2.23. **Controller** means the controller of personal data, who is GYMIFY.
- 2.24. **Protocol** means written acceptance and handover protocol, which is executed by Contractual Parties during handover and acceptance of each individual Goods as a subject of lease or as a subject of purchase, or in other cases presumed by these GCTC, if the execution of such protocol is efficient.
- 2.25. **Software** means the program equipment – online system (app) of the company GYMIFY available online on website <https://gymify.app/>, designed for Clients in order to use services or features currently available to Client through relevant software and chosen Package or other additional services. Client takes into account that the use of Software is subject to remuneration in compliance with the conditions of these GCTC and/or Contract.
- 2.26. **Personal Data Processing Contract** means the personal data processing contract, subject of which is the regulation of rights and obligations of Contractual Parties during processing the personal data of data subjects on behalf of Client as the controller, by GYMIFY as the processor, and in accordance with the conditions of relevant personal data processing contract and GCTC.
- 2.27. **Goods** mean additional and related products designated for proper use of Software, which are placed in the offer on Website or Software and which are intended for sale or for lease to Client (e.g. tablet, identification cards, etc.).
- 2.28. **Third Person** means a natural or legal person, an association, a foundation, an authority, other entity, or a person, who has full or partial legal capacity according to the legal system of any jurisdiction, while this person is different from GYMIFY and Client.
- 2.29. **User Account** means permanent user account of Client, which enables Client to use Software provided by GYMIFY.
- 2.30. **GCTC** means these General Commercial Terms and Conditions in their valid version.
- 2.31. **Website** means the website of GYMIFY, namely <https://gymify.sk/> and/or <https://gymify.cz/> and/or <https://gymify.io/> and/or <https://gymify.pl/>.
- 2.32. **Personal Data Protection Act** means Act no. 18/2018 Coll. on Personal Data Protection, as amended.
- 2.33. **Contract** means the contract on the provision of Software and license agreement concluded between GYMIFY as one contractual party and Client as the second contractual party, concluded solely through Website or remotely, without simultaneous physical presence of GYMIFY and Client, concluded outside the business premises of GYMIFY. Subject of the contract is the paid provision of Software by GYMIFY to Client as well as related features and services within the chosen Package or additional services, all within the scope, in a way and in a time period specified in the contract and GCTC, and the obligation of Client to pay for the

previously mentioned the agreed Remuneration to GYMIFY duly and on time. Parts of the contract include also all amendments, special agreements, special conditions, instructions and other legal actions, by which Contractual Parties agreed on the amendment or another modification of relationships related to the provision/usage of Software on other additional services.

- 2.34. **Lease Contract** means the lease contract on movable property, subject of which is the obligation of GYMIFY as a lessor to leave Goods to Client as a lessee for lease (in order to temporarily use it) and the obligation of Client to pay the agreed Rent to GYMIFY for the usage of Goods, in accordance with the conditions of relevant lease contract and GCTC.
- 2.35. **Contractual Parties** mean the contractual parties of contractual legal relationship, i.e. GYMIFY and Client, who concluded Contract, Sale Contract or Lease Contract.

### III. INTRODUCTORY PROVISIONS

- 3.1. GYMIFY is the provider of Software developed for fitness centres and other sport facilities, which includes various features or services at one place, consisting of online gathering, processing, storing and saving data and information in order to more easily and more effectively manage the operation of fitness centre or another sport facility, i.e. mostly but not exclusively:
- a) online reservation system;
  - b) management of season tickets, identification and administration of customers of Client;
  - c) warehousing;
  - d) marketing tool;
  - e) attendance system for employees;
  - f) statistics;
  - g) other currently available features.
- Client is entitled to choose, within Order, the usage of all services within Software or only some of the services, i.e. within the scope of chosen Package and available additional services. Client is also entitled to modify the particular settings of chosen services within Software, which enables individual satisfaction of the requirements of each individual Client and sport facility.
- 3.2. Software may contain links on sites of Third Persons. GYMIFY shall not be in any case liable for the content of these sites.
- 3.3. Contractual Parties take into account that their legal relationship is not an employment relationship and that nothing in these GCTC or in Contract or any other actions of any Contractual Party based on these GCTC or Contract does not establish the partnership, joint venture or any other cooperating subject created by and between Contractual Parties.

### IV. CONCLUSION OF CONTRACT AND PERFORMANCE OF CONTRACT

- 4.1. Client hereby declares that he is fully legally capable and authorized to conclude Contract and undertakes to fulfil all his financial and other obligations arising from Contract.
- 4.2. Contract is concluded between Contractual Parties by choosing the relevant Package or available additional services by Client, by filling in and sending Order by Client to GYMIFY, eventually by arranging the mutual conditions and the approval of Order by GYMIFY to Client.
- 4.3. After the conclusion of Contract, GYMIFY undertakes to provide Client with the access to his sign-in information into his User Account in order to access Software and use the related services. GYMIFY is entitled to provide Client with the access to more sign-in information to User Account in order to secure the access for Client himself (the manager of Client) as well as for persons authorized by Client (employees, etc.). Client is obliged to keep the sign-in information secret and not to make them accessible to any Third Persons. Client is entitled to change the assigned password to his User Account at any time. GYMIFY recommends to choose strong passwords to User Account, comprising of various sings, combinations of capital and small letters, numbers and specific signs, and to regularly change the password. In case if Client has a suspicion of possible misuse of his sign-in information into his User Account, he is obliged to immediately change his sign-in information and to notify GYMIFY about such fact.
- 4.4. Based on Order, Client undertakes that all information and data provided in Order are correct, accurate, complete, and truthful. Client undertakes to regularly update such provided information in his User Account, no later than 15 (in words: fifteen) Days from the day of its change. GYMIFY shall not be in any case liable for any damage which is caused to Client as a consequence of not checking this information by Client or of not properly updating this information in compliance with the current state. Moreover, GYMIFY shall not be liable for any administrative mistakes of Client caused by carelessness or by other circumstances.
- 4.5. Client explicitly takes into account and agrees that User Account of Client is dedicated solely for a person who made Order or person for which Order was made and Contract concluded, and he is not entitled to make his own User Account accessible to other persons as well as to transfer his rights related to the usage of Software to other persons; that does not apply on the employees or authorized workers of Client.

- 4.6. GYMIFY enables Client to use Software within the scope of features under Package and available additional services chosen by Client. Client is not entitled to demand from GYMIFY the incorporation of individual features for his needs, unless Contractual parties agreed otherwise, or respectively in case if GYMIFY admits the required feature as appropriate and beneficial for the overall functioning of Software.

## V. SPECIAL PROVISIONS

- 5.1. Contractual Parties undertake to provide each other with the necessary cooperation while fulfilling the obligations resulting from Contract and to notify each other about all circumstances and information which may have influence on the performance of the subject of Contract.
- 5.2. GYMIFY undertakes to regularly guarantee the availability, utility and functionality of Software. GYMIFY is entitled to restrict or interrupt the operation of Software mostly but not exclusively in the following cases:
- when performing planned updates of Software, while in such case GYMIFY undertakes to notify Client about this information at least 5 (in words: five) Days in advance, through the notification on Website and/or through Software;
  - unforeseeable breakdown, while in such case GYMIFY notifies this fact without undue delay, usually through notification on Website and/or through Software;
  - inevitable event as well as in case of force majeure, such as accidents, natural disasters, electricity outages, crisis situations, epidemics, state conscriptions and other circumstances outside the control of GYMIFY;
  - in the cases and in compliance with the conditions stated in relevant valid legislation, or if the previously mentioned results from regulations, orders, measures or decisions of relevant authorities.

Client takes into account that after the removal of sources of restriction or interruption under this point of these GCTC, the possibility to use Software will usually be renewed and enabled again. Client also takes into account that GYMIFY shall not be liable for any damage caused to Client in direct causal link with the afore mentioned cases.

- 5.3. In order to perform the obligations under Contract and GCTC duly and timely, Client is obliged to immediately provide GYMIFY with all necessary cooperation requested and notified to Client from GYMIFY. In the opposite case, GYMIFY shall not be liable for any delays of performance of Contract and it shall also not be liable for any damage, which may arise in relation to any delays of GYMIFY influenced by the failure of Client to provide cooperation on time.
- 5.4. Client takes into account that GYMIFY is entitled to restrict or suspend the provision of Software to particular Client, in case if (i) Client breaches these GCTC, and/or Contract, and/or valid legislation, (ii) Client does not perform acts which GYMIFY necessarily request as conditions for the usage of Software, or if (iii) it results from valid legislation. Client also takes into account that GYMIFY shall not be liable for any damage caused to Client in causal link with the afore mentioned cases.
- 5.5. Client takes into account that GYMIFY shall not be liable for legal relationships between Client and his customer. Client is obliged to inform his customers about the conditions of use of his sport facility.
- 5.6. Client is entitled, at any time, to add his customer to or delete his customer from registered customers of his sport facility in Software. Client also takes into account that the account of his customer in sport facility may be registered also in the sport facility of another Client using Software. Previously mentioned aims to prevent duplicate records in relation to customers of Clients and to simplify the usage of Software.
- 5.7. Client is entitled, through Software and chosen Package or eventually additional services, to provide his customers with more methods of payment for his services (i.e. registration of customer with the payment directly on the spot, payment with credit season ticket, online payment ensured by Stripe service). In case if Client utilises the possibility to use online pay gate to make payments of his customers available through Software, he is entitled to individually set the conditions for payments / cancellation of reservations and other issues for his customers. All payments through online pay gate are made directly on the Stripe account of Client.
- 5.8. GYMIFY shall not be liable for any disputes between Client and his customer relating to reservation system, online recharge of membership, usage of online pay gate and related reimbursement of payments, as well as in relation to usage of other GYMIFY services, which obviously represent the relationship between Client and his customer. Client takes into account that GYMIFY neither holds nor has a possibility to manipulate with the financial resources of Clients or their customers.
- 5.9. Client takes into account and agrees with the display of statistics common for all sport facilities and other Clients using Software.

## VI. LICENSING

- 6.1 GYMIFY grants the License to Client, that is the consent of GYMIFY with the usage of Software for the needs of Client in unlimited scope, without any material or territorial restrictions and for indefinite period of time.

- 6.2 License is granted to Client as non-exclusive.
- 6.3 License is granted to Client solely for the period of validity and effectiveness of Contract. After the termination of Contract, Client is not entitled to use Software and GYMIFY reserves the right to block, delete or remove the User Account of Client without previous warning.
- 6.4 Client is not entitled to grant License or its part under these GCTC to any Third Persons (the so-called sub-license) or to enable any Third Persons the access to Software. To avoid any doubts, Contractual Parties have agreed that Client is entitled to enable the access to Software to its employees or other authorized persons.
- 6.5 Client is not entitled to delegate License on any Third Persons, neither fully nor partially.
- 6.6 GYMIFY declares that he possesses all rights on Software that are necessary for any use of Software or its part by Client, for the delegation of License on Client, and therefore he settled all copyrights and related rights to Software dully, in full extent, on its own costs and with professional care.
- 6.7 Client takes into account that all ownership rights and other rights related to Software are, and during the grant of License still remain, the ownership of GYMIFY. All intellectual property rights contained in Software are, and during the grant of the License remain, the ownership of GYMIFY and may be protected by Copyright Act and other valid legislation.
- 6.8 Client undertakes, that during the existence of Contract, he will use Software solely in a manner on which Software is designated and in accordance with these GCTC. Client is not entitled:
- a) to modify Software in any way, or to interfere into Software in any other ways than in the way which is enabled by his user interface during the casual use;
  - b) to enable the use of Software in any way, which would be contrary to the provisions of these GCTC as well as to other documents related to the use of Software, mainly he undertakes not to make Software accessible to any unauthorized persons;
  - c) to use Software in a way different from the way regulated in these GCTC;
  - d) to copy or publicly spread the content of Software or its part;
  - e) to decompose Software, to make reverse analysis or to try to obtain the source code of Software in any other ways;
  - f) to transfer the files containing viruses, damaged files or any other programmes, which may damage or adversely affect the functioning of Software.
- 6.9 Client undertakes not to send to GYMIFY unlawful information or content, disinformation or misleading information as well as content, which contains viruses or which may cause the interruption or damage to Software or GYMIFY servers.
- 6.10 Client shall be liable for any damage caused to GYMIFY and/or Third Persons as a result of breach of any obligations of Client under this article of GCTC, or in case of breach of copyrights of GYMIFY.

## VII. REMUNERATION

- 7.1. GYMIFY is entitled to be paid Remuneration by Client in relation to the conclusion of Contract and the provision of Software.
- 7.2. The amount of Remuneration is set by GYMIFY on the basis of current Price List available on Website. GYMIFY undertakes to inform Client about the change of the amount of Remuneration at least 15 (in words: fifteen) Days in advance. Client is entitled to terminate Contract with immediate effect in case of disagreement with the change of the amount of Remuneration. Client undertakes to inform GYMIFY about previously mentioned in writing, within the time period designated for the particular change to become effective. If Client does not deliver his disagreement with the change of the amount of Remuneration within the time period set by this point of GCTC to GYMIFY, it is presumed that Client agrees with the particular change.
- 7.3. Remuneration is agreed between Contractual Parties in euros (EUR). GYMIFY is entitled to add the amount of VAT complied with the currently lawful rate to the Remuneration pursuant to Price List.
- 7.4. Client is entitled to choose the payment of Remuneration by one of the following means:
- a) **Payment of Remuneration on the basis of issued invoice.** Remuneration is due on the basis of electronic invoice issued 1x (in words: once) a month, usually up to 20. (in words: twentieth) Day of the relevant calendar month which follows the calendar month for which Remuneration belongs to GYMIFY (e.g. Remuneration for January is due until 20 February). GYMIFY undertakes to deliver the invoice to Client immediately after the termination of relevant calendar month, in which Client was using Software. Remuneration is payable by transfer to bank account of GYMIFY specified in the relevant invoice.
  - b) **Automatic payment of Remuneration through pay gate (pre-payment).** Remuneration is due 1x (in words: once) a month, usually up to 20. (in words: twentieth) Day of the relevant calendar month which follows the calendar month for which Remuneration belongs to GYMIFY (e.g. Remuneration for January is due until 20 February). For this purpose, Client is obliged to specify in his User Account the information about payment card of Client, which must be valid and authorized by issuing bank, and at the same time he is obliged to give consent to his payment

services provider to keep the payment card information and to use it by GYMIFY for the payment for the provision of Software. By providing the payment card information to payment services provider, Client agrees that GYMIFY shall be authorized to initiate payments of Remuneration from relevant payment card of Client, on the day (time) of their maturity and in the amount set in Contract, respectively pursuant to conditions set by these GCTC, for the unlimited number of payment transactions. Thus Remuneration is payable through pay gate made available to GYMIFY and shall be automatically charged in the correct amount by GYMIFY from payment card of Client, which Client specified for this purpose in his User Account.

Client is also obliged to regularly verify and ensure that he has enough financial resources on the payment card which will be used for the purpose of payment of Remuneration, that the payment card is valid and not blocked and he is obliged to make any other actions necessary for the realization of payment of Remuneration from payment card of Client on the day of its maturity.

- 7.5. Client takes into account that the amount of Remuneration is influenced by the choice of Package, eventually other additional services of GYMIFY, by Client. Client is entitled, at any time, to change the chosen Package, respectively particular features or services, by choosing Package of higher category offering more features or by choosing Package of lower category offering less features, eventually to choose or cancel the use of any additional services. Client is entitled to request the change of Package or other service in writing, by sending the e-mail to GYMIFY on the e-mail address: [support@gymify.io](mailto:support@gymify.io). GYMIFY undertakes to make the features, respectively the services connected with the change of Package or additional services, accessible to Client usually up to 3 (in words: three) Working Days from the assignment of particular request.
- a) In case if Client decides during the calendar month to change Package for Package of higher category, eventually the change in the form of broadening the scope of provided services occurs, such change shall be taken into account in the following accounting period (calendar month) in a way that in the following invoice (pre-payment based on the automatic payment), Client will be proportionally charged the difference between the original Remuneration for original Package (service) and Remuneration for changed higher Package (service) for already commenced calendar month, in which such change occurred;
  - b) In case if Client decides during the calendar month to change Package for Package of lower category, eventually the change in the form of narrowing the scope of provided services occurs, such change shall be taken into account in the following accounting period (calendar month) in a way that in the following invoice (pre-payment based on the automatic payment), Client will be proportionally deducted the difference between the original Remuneration for original Package (service) and Remuneration for changed lower Package (service) for already commenced calendar month, in which such change occurred.
- 7.6. If the payment through pay gate is not successful, Client is obliged to immediately ensure the payment of all due amounts, mainly by using the payment card information and features of payment processing in his User Account or by bank transfer. GYMIFY is entitled to demand from Client the additional information and documents in order to verify the due payment of Remuneration or other monetary obligations of Client under Contract.
- 7.7. Remuneration is considered as paid on the day of attribution of financial resources in the correct amount on the bank account of GYMIFY. On the day of attribution of financial resources in the correct amount on the bank account of GYMIFY, Client fulfils his obligation to pay fees (Remuneration) connected with the use of Software. Bank fees connected to the realization of Remuneration payment shall be fully borne by Client.
- 7.8. In case of change of any information about Client, which is necessary for issuing the invoice, compared to the information originally specified in Order (including information about the e-mail address of Client), Client is obliged to immediately, at the latest by 15 (in words: fifteen) Days from the day of their change, notify GYMIFY in writing by sending e-mail on the e-mail address: [support@gymify.io](mailto:support@gymify.io), about the change of these information.
- 7.9. Contractual Parties agreed that in case if from the side of GYMIFY occur the unavailability of Software, and/or outage of Software, and/or overall non-functionality of Software, while such unavailability or outage or non-functionality exceeds 5 % (in words: five percent) of overall time (hours) of particular calendar month, Client is entitled to get the discount from Remuneration for the time period of unavailability, outage or non-functionality of Software, counted as a proportionate amount from the ratio of overall possible time of Software operation in the particular calendar month to period of unavailability, outage or non-functionality of Software. Contractual Parties agreed that Client is entitled to submit the claim on the discount from Remuneration to GYMIFY pursuant to this point of GCTC until 15. (in words: fifteenth) Day of calendar month following the calendar month in which occurred the unavailability, outage or non-functionality of Software, otherwise his claim on discount from Remuneration ceases to exist. In case of timely submission of claim on discount from Remuneration pursuant to this point of GCTC, Contractual Parties agreed that the amount of claim of Client on discount from Remuneration shall automatically count in against the claim of GYMIFY on Remuneration for the following calendar month.
- 7.10. GYMIFY shall electronically deliver the confirmation of Remuneration payment to Client.

- 7.11. For the purpose of these GCTC, Contractual Parties agreed that GYMIFY is entitled to count in any mutual receivables of GYMIFY and Client. Client is not entitled to unilaterally count in any of its receivables against GYMIFY with the receivables of GYMIFY without the prior written consent of GYMIFY, unless stated otherwise in these GCTC or in Contract.

### VIII. LIABILITY

- 8.1. To avoid any doubts, Contractual Parties agreed that Client is in each case obliged to ensure that his employees, delegated workers of Client or any other authorized persons, who have access to User Account of Client through Software (on the basis of the authorization assigned to them by Client), are acquainted and shall comply with the conditions and provisions of these GCTC, Contract, valid legislation as well as other documents applied on the usage of Software. Client and persons mentioned in the first sentence of this point of this article of GCTC take into account that they shall be jointly and severally liable for any damage or losses, which are caused as a result of non-compliance with the conditions and provisions stated in these GCTC and/or Contract, valid legislation as well as other documents applied on the usage of Software, to the company GYMIFY or any other Third Persons, notwithstanding if this damage or loss was caused by Client or by another person mentioned in the first sentence of this point of this article of GCTC. Client shall compensate any such caused damage or losses to the injured person.
- 8.2. In case if any damage is caused to GYMIFY in relation to the breach of obligations of Client under these GCTC, and/or Contract, and/or any valid legislation (e.g. fine, sanctions, non-pecuniary damage, lost profit, court, administrative or other proceedings, subject of which is to make the claims against company GYMIFY), Client is obliged to fully compensate such caused damage to GYMIFY.
- 8.3. GYMIFY shall neither be liable to Client for any damage or losses, which were caused in relation to the usage of Software, nor shall be liable for any direct or indirect damage on property, monetary losses, lost profit, termination of business activities, harm of a good name, reputation, interruption of business activities or any other losses or damage.
- 8.4. GYMIFY shall not be, in any case, liable for any loss of profit or any other accidental or consecutive, indirect, exemplary or sanction damage and compensation, which are caused to Client as a consequence of using Software and are caused by Client or Third Person different than GYMIFY, or on the basis of separate contractual relationship of Client with his customer. GYMIFY shall not be liable, in any way, for amounts owed by customers of Client to Client or amounts owed by Client to his customers.
- 8.5. In case the customer of Client makes any claims against GYMIFY, which were caused by actions or omission to act or in direct causal link with the breach of obligation of Client under these GCTC, and/or Contract, and/or valid legislation, or which are obviously related to the contractual relationship between Client and his customer, Client is obliged to offer GYMIFY all necessary cooperation in order to defend against the made claim, as well as Client is obliged to fully compensate the caused damage to GYMIFY within the time period of 10 (in words: ten) Days from the day of delivery of written notification of GYMIFY to Client.
- 8.6. GYMIFY shall not be liable to Client for any damage caused by incorrect usage of Software and related loss of data, for any damage caused by the impossibility to use Software because of hardware and/or software features of the technical device (computer, mobile phone), through which Client uses Software. GYMIFY shall not be liable for insufficient internet connection of Client, which is necessary to use Software. GYMIFY shall not be liable for any cuts while using Software caused by the network overload. GYMIFY shall not be liable for damage caused by incorrect application of information contained in or resulting from Software.
- 8.7. Client takes into account that Software is provided in the form "as-is", without any guarantees. GYMIFY does not guarantee to Client that Software will always be without any faults and defects and always available. In case of any technical errors of Software, GYMIFY undertakes to eliminate the faults and defects of Software without delay in the shortest possible time period, and in a way that Software shall be available and functional for Client. GYMIFY shall not be liable for any damage or losses (lost profit, etc.), which are caused to Client as a result of the cuts, faults or defects of Software. GYMIFY shall also not be liable in case if it temporarily or permanently terminates the operation of Software or its part.
- 8.8. GYMIFY shall not be liable for the decisions and actions of Client related to securing the access to User Account of Client, respectively for overall security of device, through which Client enters into his User Account. GYMIFY is unable to guarantee 100% digital security of Software during using and storing information and data from Client, despite the fact that from the side of GYMIFY as the owner of Software, Software and servers are protected by quality technological security tools available in the area of world's information technology security, considering the current state of knowledge and technology development.
- 8.9. GYMIFY shall not be liable for interruption or restriction of access of Client to Software. GYMIFY reserves the right to temporarily suspend or restrict the possibility to use Software in reasoned cases, which influence and threaten the safety and stability of Software, information system or server of GYMIFY, even without previous warning.
- 8.10. In case any damage is caused to Client, relating to the breach of obligation of GYMIFY under these GCTC, and/or Contract, and/or valid legislation (e.g. fine, sanctions, non-pecuniary damage, lost profit, court,

administrative or other proceedings, subject of which is to make the claims against Client), the financial liability of GYMIFY is limited by the amount of 300,- EUR (in words: three hundred euros). Client is entitled to claim damage against GYMIFY only in the case if he proves that the breach of obligation, which resulted in the occurrence of damage, was intentionally made by GYMIFY.

- 8.11. GYMIFY shall not be liable to Client for any damage, which is caused to him as a result of the occurrence of insurance event.
- 8.12. GYMIFY shall not be liable for the correctness of information and he does not offer any guarantee for any information, which are available to Client through Software or Website and which were provided by the person other than GYMIFY.

## IX. DURATION AND TERMINATION OF CONTRACT

- 9.1. Contract is concluded for indefinite period of time and becomes valid on the day of its conclusion. Contract becomes effective on the day when GYMIFY provides access to Client to his sign-in information into his User Account in Software, by what Software becomes fully available to Client.
- 9.2. Any Contractual Party is entitled to terminate Contract as well as to terminate the use of Software, in accordance with the conditions of Contract or these GCTC respectively.
- 9.3. Contract may be terminated:
  - a) by written agreement of Contractual Parties on the day specified in the agreement;
  - b) by written notice of termination of Contract pursuant to point 9.4 of this article of GCTC;
  - c) by written withdrawal of GYMIFY from Contract pursuant to point 9.5 of this article of GCTC;
  - d) in other cases, stipulated by these GCTC and/or Contract or in cases resulting from valid legislation of the Slovak Republic.
- 9.4. Each Contractual Party is entitled to terminate Contract in writing by notice of termination even without specifying the reason, with 1 (one) month long period of notice, which commences on the first day of calendar month following the month in which the notice of termination was delivered to the opposite Contractual Party. As a proper delivery is considered also the proven delivery of notice of termination of Contract by electronic post (e-mail) pursuant to article XV of these GCTC.
- 9.5. GYMIFY is entitled to withdraw from Contract in case of serious breach of obligations of Client, also without prior written warning sent to Client. As a serious breach of the obligation of Client for the purpose of these GCTC and/or Contract are considered mostly, but not exclusively:
  - a) the damage or depreciation of the good name, reputation or business activities of GYMIFY;
  - b) the delay of Client with the payment of Remuneration by more than 30 (in words: thirty) Days;
  - c) Client breaches any of his obligations under these GCTC, Contract, or any obligation imposed on him by valid legislation and does not redress that issue even within the additional appropriate time period offered by GYMIFY for this purpose;
  - d) at the own discretion of GYMIFY in reasoned cases.

GYMIFY shall not be liable for any damage caused to Client in this case.
- 9.6. Withdrawal from Contract shall have written form and shall be delivered to opposite Contractual Party. As a proper delivery is considered also the proven delivery of withdrawal from Contract by electronic post (e-mail) pursuant to article XV of these GCTC. Withdrawal is effective from the moment of its delivery to the opposite Contractual Party.
- 9.7. Client takes into account that on Day of the termination of Contract, his User Account in Software will be permanently deleted together with information contained therein. Client also takes into account that on Day of termination of Contract, Lease Contract (if it was concluded by Contractual Parties) automatically terminates as well, since these Contracts are mutually connected.
- 9.8. In reasoned cases, GYMIFY reserves the right to permanently block and make the User Account of Client inaccessible. GYMIFY shall not be liable for any damage, which is caused to Client in that case or in the cases of serious breach of the obligations of Client pursuant to point 9.5 of these GCTC.
- 9.9. Contractual Parties agreed that in case of the termination of Contract and the termination of using Software, the provided and/or dully taken over performance (mainly the right of GYMIFY on payment of Remuneration) shall not be returned and all provided services, performance, practises and/or proceedings pursuant to Contract and/or the GCTC shall be ceased.
- 9.10. The termination of Contract does not influence provisions related to payment of due amounts, provisions limiting or refusing the liability of Contractual Parties, provisions related to applicable law as well as provisions which shall obviously last also after the termination of Contract duration; tie mentioned provisions shall persist also after the termination of Contract duration.

## X. RETURN POLICY

- 10.1. Return Policy generally governs relationships between Contractual Parties when handling reclamations and complaints of Client, and it governs legal relationships between Contractual Parties when handling



- reclamations relating to the correctness and quality of Software and related services, including additional services provided by GYMIFY to Client.
- 10.2. In case if any mistakes, defects, and/or any discrepancies or insufficiencies during the operation of Software, additional service or accounting of financial performances under these GCTC occur, Client is entitled to submit his reclamation, or complaint, or other comment and request for help to GYMIFY in writing by sending e-mail to the e-mail address: [support@gymify.io](mailto:support@gymify.io)
- 10.3. GYMIFY shall immediately acquaint Client with the possible solution of the problem, respectively with the result of verification of submitted reclamation or complaint. GYMIFY undertakes to put maximal effort to immediately handle any reclamations and complaints of Client, at the latest in the time period of thirty (30) Days from their delivery, as well as to immediately adopt all necessary measures for correct and proper operation of Software and provided services. To avoid any doubts, into the time period for handling the reclamation or complaint is not counted the time, (i) during which GYMIFY waits for the provision of necessary cooperation from Client, while as the necessary cooperation is considered mainly the cooperation needed for identification of causes, consequences and the possibility to remove the claimed mistake, defect, and/or any insufficiency of Software or additional service, or (ii) during which GYMIFY could have not been able to handle reclamation as a result of force majeure.

## **XI. SALE CONTRACT AND LEASE CONTRACT**

### **Common provisions**

- 11.1. Client is entitled to use additional services to Software in the form of (i) purchase of Goods, or (ii) lease of Goods. Client hereby declares that he is fully legally capable and authorized to conclude Sale Contract and/or Lease Contract and undertakes to fulfil all his financial and other obligations arising from Sale Contract and/or Lease Contract.
- 11.2. Purchase or lease of Goods can be realized from the current offer of Goods available on Website.
- 11.3. GYMIFY hereby declares that he is authorized to further sell or lease to Client the Goods, which are subject of purchase or lease under these GCTC, in compliance with the conditions arranged in Contract and these GCTC.
- 11.4. Client is authorized to realize the purchase or lease of Goods on the basis of written Order delivered to GYMIFY. After the delivery of Order to GYMIFY, GYMIFY undertakes to immediately process Order and to inform Client about processing and confirming Order with the specification of the term of delivery of Goods. At the moment of delivery of Order confirmation to Client, Sale Contract and/or Lease Contract is concluded between Contractual Parties.
- 11.5. Client is obliged to immediately check the delivered Goods. If Goods have any defects, these shall be reported to GYMIFY without undue delay, at the latest in the time period of 3 (in words: three) Working Days after the day of delivery. If Client finds any hidden defects, these shall be reported to GYMIFY without undue delay, at the latest in the time period of 3 (in words: three) Working Days after the Day of finding out these defects.
- 11.6. GYMIFY shall not be liable to Client for damage (including lost profit), which is caused as a consequence of defect or non-functionality of Goods. In case if GYMIFY is from any reasons liable for such damage, this damage is limited by the amount of 100,- EUR (in words: one hundred euros) / 1 (in words: one) Goods.
- 11.7. GYMIFY shall be liable for damage on Goods solely in case if this damage was caused, obviously and provable, by GYMIFY. This does not apply on damage caused by the own actions of Client or Third Persons, and/or which is caused in causal link with the actions of Client or Third Persons, and/or if Client or Third Person acted contrary to the provisions of these GCTC, Sale Contract, Lease Contract or relevant legislation. In that case, loss, costs of repair or damage on Goods is borne by Client.
- 11.8. Contractual Parties take into account that the provisions of these GCTC are appropriately applied also on Sale Contract as well as on Lease Contract, unless explicitly stated otherwise in the relevant provisions of GCTC. Contractual Parties also take into account that the provisions of article IX of these GCTC are appropriately applied on the termination of Sale Contract and Lease Contract.

### **Special provisions on Sale Contract**

- 11.9. GYMIFY is obliged to deliver Goods to Client duly and on time, in accordance with Order and Sale Contract and to enable Client to take over Goods and to acquire ownership to Goods. GYMIFY fulfils his obligation to deliver Goods to Client in a way that GYMIFY enables Client to dispose with Goods on the agreed place of delivery.
- 11.10. Client is obliged to pay to GYMIFY for the purchase of Goods the Purchase Price set in accordance with the valid Price List available on Website. Purchase Price is payable in advance on the basis of invoice, which

will be delivered to Client from GYMIFY. Purchase Price is considered as paid on the day of attribution of financial resources in the correct amount on the bank account of GYMIFY. Bank fees connected to the realization of Purchase Price payment shall be fully borne by Client.

- 11.11. Purchase Price is agreed between Contractual Parties in euros (EUR). GYMIFY is entitled to add the amount of VAT complied with the currently lawful rate to the Purchase Price pursuant to Price List.
- 11.12. Client acquires the ownership of Goods at the moment of proper payment of Purchase Price in full amount.
- 11.13. GYMIFY declares that he takes the liability that delivered Goods will be eligible for the agreed purpose and that the Goods keep the agreed characteristics for the period of 6 (in words: six) calendar months, which commences on the day of takeover of Goods by Client.

### **Special provisions on Lease Contract**

- 11.14. Based on the request of Client, Order and Lease Contract, GYMIFY leaves the Goods to Client in a condition eligible for its use and in a way specified in Order and Contract, eventually in written Protocol, while Client declares that he is well acquainted with the conditions of Goods and that he accepts the lease of Goods in such condition.
- 11.15. Client confirms that he was properly acquainted by GYMIFY with the possibilities of use of Goods and related risks, before the conclusion of Lease Contract.
- 11.16. Lease Contract is concluded for indefinite period of time, unless Contractual Parties agreed otherwise.
- 11.17. Client is obliged to pay to GYMIFY the Rent set pursuant to valid Price List available on Website, for the provision of lease of Goods. Client undertakes to pay to GYMIFY, together with the first Rent, the returnable deposit in the amount set according to the type of Goods offered for lease. First Rent together with deposit are payable in advance, i.e. before the provision of lease of Goods, on the basis of invoice which will be sent to Client from GYMIFY. Rents for the next periods of lease duration are payable one month in advance, always up to 15. (in words: fifteenth) Day of calendar month which precedes the calendar month in which the Rent is paid, on the basis of invoice which will be delivered to Client from GYMIFY. Rent and deposit are considered as paid on the day of attribution of financial resources in the correct amount on the bank account of GYMIFY. Bank fees connected to the realization of Rent and deposit payment shall be fully borne by Client.
- 11.18. Rent and deposit are agreed between Contractual Parties in euros (EUR). GYMIFY is entitled to add the amount of VAT complied with the currently lawful rate to the Rent and deposit pursuant to Price List.
- 11.19. In case of lease of Goods, the Client is obliged:
  - a) to use and dispose with Goods only in accordance with the designated purpose and in accordance with the conditions agreed in Lease Contract;
  - b) to personally use or ensure that Goods as a subject of lease is being used by Third Persons with taking maximum care;
  - c) to immediately notify GYMIFY about the occurred damage, loss or destruction of Goods;
  - d) to act in a manner that prevents the damage of Goods and/or to use maximum effort to ensure the usage and operation of Goods by Third Persons in a manner that prevents the damage of Goods; in case of threat of damage on Goods or if the damage was already caused to Goods, Client shall immediately take appropriate measures to prevent the danger of the occurrence of damage or to mitigate its consequences.
- 11.20. After the termination of lease duration, Client undertakes to immediately return the Goods to GYMIFY, at the latest in the time period of 3 (in words: three) Working Days. Contractual Parties shall make Protocol about the return of Goods, unless Contractual Parties agree otherwise. Contractual Parties agreed that in case of delay of return of Goods by Client pursuant to this point of GCTC, GYMIFY is entitled to claim the contractual fine in the amount of 20,- EUR (in words: twenty euros) for each day of delay of return of Goods by Client. By submitting the contractual fine, the claim of GYMIFY to damage in full amount remains unaffected, i.e. the payment of contractual fine does not count into the compensation of damage.
- 11.21. In case if Client returns the Goods to GYMIFY undamaged, without defects and in the original condition (taking into consideration the casual amortization), GYMIFY is obliged to return the deposit to Client within 3 (in words: three) Days from the Day of return of Goods to GYMIFY. In case if Client returns the Goods to GYMIFY damaged, with defects or outside the scope of casual amortization, Client is obliged to compensate the damage of Goods to GYMIFY in the amount corresponding to the market price of Goods (without VAT), unless Contractual Parties agree otherwise. Client hereby also agrees that GYMIFY is entitled to use deposit or its part for the payment of provable payable claims, which arise to GYMIFY on the basis of or in relation to the damage of Goods resulting from the lease of Goods. GYMIFY undertakes to return to Client the eventual exceeding amount of deposit, in accordance with conditions agreed in this point of GCTC.
- 11.22. The acceptance and handover of Goods intended for lease is carried out at the commencement and after the termination of lease of Goods on the basis of acceptance Protocol, signed by both Contractual Parties.

- 11.23. Client is not entitled to sub-lease the Goods to Third Person during Lease Contract duration, unless Contractual Parties agree otherwise.

## XII. PERSONAL DATA PROTECTION

- 12.1. Controller of personal data of Clients, Website Users and persons interested in Software and services provided by GYMIFY as well as of data subjects, is GYMIFY, and he processes the personal data in compliance with GDRP Regulation and Personal Data Protection Act. Controller undertakes to comply with the provisions of Personal Data Protection Act. More detailed information on the processing of personal data by Controller can be found on Website in the section "Personal Data Protection".

### Personal Data Processing Contract

- 12.2. Contractual Parties take into account that GYMIFY, in relation to the performance of Contract and provision of Software, has the possibility to acquaint also with personal data of customers of Client. Thus, GYMIFY processes personal data of data subjects also in the position of processor, while in such case Client is the controller of personal data.
- 12.3. Article 28 of GDPR Regulation and Section 34 of Personal Data Protection Act set the obligation of controller to conclude with the processor the contract on personal data processing – Personal Data Processing Contract, before the commencement of personal data processing, at the latest on the day of commencement of personal data processing. On this basis, Contractual Parties conclude on the day of the conclusion of Contract also this Personal Data Processing Contract, within which Client authorizes GYMIFY to process personal data of data subjects on behalf of Client in accordance with the conditions specified in Personal Data Processing Contract, and GYMIFY undertakes to process personal data in accordance with the conditions specified in this Personal Data Processing Contract.
- 12.4. **Client hereby agrees and undertakes to provably inform his customers about processing of their personal data within his fitness centre or another sport facility, in accordance with GDRP Regulation and Personal Data Protection Act, and to regularly update such data; GYMIFY shall not be in any case liable for the fulfilment of such legal obligation of Client.**
- 12.5. Personal data may be collected for specified, explicit and legitimate purpose and they cannot be further processed in a manner that is incompatible with this purpose. GYMIFY processes the personal data under Personal Data Processing Contract in order to ensure the proper provision of services of Client within the chosen Package, eventually of other additional services of GYMIFY. In this regard, GYMIFY has the possibility to acquaint with the personal data of customers of Client processed by Client and available in Software.
- 12.6. During personal data processing, GYMIFY follows the principle of data minimisation pursuant to Article 5(1)(c) of GDPR Regulation and pursuant to Section 10 of Personal Data Protection Act, i.e. the personal data must be kept in a form which permits identification of data subjects for no longer than is necessary for the purpose for which the personal data are processed. GYMIFY is entitled to process personal data on behalf of Client for the time period of Contract duration, eventually for the time period necessary for the achievement of the purpose for which they were collected.
- 12.7. GYMIFY processes for Client the personal data of the following categories of data subjects and these contain the following extent of personal data:  
Data Subjects: customers of Client  
The extent of personal data: on the basis of chosen Package or other additional services of GYMIFY
- 12.8. Client shall ensure the processing of solely such personal data, which by their scope and content correspond to the purpose of their processing and which are necessary for the achievement of this purpose.
- 12.9. GYMIFY is obliged:
- a) to process the personal data solely on the basis of written instructions of Client, even if it concerns the transfer of personal data into third country or international organization, with the exception of transfer based on the special regulation or international treaty binding upon the Slovak Republic; in such case is GYMIFY obliged to inform Client about this requirement before the processing of personal data, unless such information is not forbidden because of public interest by special regulation or international treaty binding upon the Slovak Republic;
  - b) to ensure that persons authorized to process personal data are bound to maintain confidentiality of information, which they learnt, unless they are bound by the obligation of confidentiality under special act;
  - c) to carry out measures pursuant to Section 39 of Personal Data Protection Act;
  - d) to adhere to the requirements of involving another processor pursuant to relevant legislation and Personal Data Processing Contract;

- e) after considering the nature of personal data processing, to provide maximal cooperation to Client by appropriate technical and organizational measures, during the fulfilment of his obligation to adopt measures on the basis of request of data subject, according to Chapter Two, Title Two of Personal Data Protection Act;
  - f) to provide cooperation to Client when ensuring the fulfilment of obligations under Sections 39 to 43 of Personal Data Protection Act, considering the nature of personal data processing and information available to GYMIFY;
  - g) to delete the personal data or to return the personal data to Client after termination of the provision of services relating to the personal data processing, based on the decision of Client, and to delete the existing copies which contain personal data, unless special regulation or international treaty binding upon the Slovak Republic does not require the storage of such personal data;
  - h) after the termination of Contract duration based on the decision of Client, to delete the personal data or to return the personal data to Client, and to delete the existing copies which contain personal data, unless special regulation or international treaty binding upon the Slovak Republic does not require the storage of such personal data;
  - i) to provide Client with information necessary to prove the fulfilment of the obligations and to provide the cooperation during the personal data protection audit and control from Client or auditor, who was mandated by Client.
- 12.10. GYMIFY is entitled to involve another processor into the personal data processing under Personal Data Processing Contract solely on the basis of the previous (specific or general), written consent of Client. GYMIFY is obliged to inform Client about mandating another processor in advance, if the mandate was granted on the basis of general written consent.
- 12.11. GYMIFY shall inform Client without undue delay, if he is of an opinion that the valid legislation relating to the personal data protection is being breached by the instruction of Client.
- 12.12. Personal Data Processing Contract is concluded for the period of the duration of Contract.
- 12.13. Client takes into account that in case if any damage is caused to the company GYMIFY in relation to the breach of the obligations of Client under Personal Data Processing Contract, and/or any valid legislation on the personal data protection (e.g. fine, sanctions, non-pecuniary damage, lost profit, court, administrative or other proceedings, subject of which is to make the claims against company GYMIFY), Client is obliged to fully compensate such caused damage to GYMIFY.
- 12.14. In case the customer of Client submits any suggestions, or complaints, or any claims against GYMIFY, which were caused by actions or omission to act or in direct causal link with the breach of obligation of Client under Personal Data Processing Contract, and/or any valid legislation on the personal data protection, GYMIFY is entitled to pass the complaint, suggestion or claim of particular customer of Client onto Client. In case if the customer of Client would still claim his demands or other claims against GYMIFY, Client is obliged to offer GYMIFY all necessary cooperation in order to defend against the made claim, as well as Client is obliged to fully compensate the caused damage to GYMIFY within the time period of 10 (in words: ten) Days from the day of delivery of written notification of GYMIFY to Client.

### **XIII. FORCE MAJEURE**

GYMIFY shall neither be liable for delay or non-performance of any of the obligations under these GCTC and/or Contract nor for any damage caused as a result of unexpected event outside its influence, mainly the interference of force majeure, fire, floods, war, civil war, sabotage, strike, legal acts, ordinances, orders, legal rules or state regulations and other circumstances outside the control of GYMIFY, or which are considered as the circumstances excluding the liability under generally binding legislation of the Slovak Republic.

### **XIV. SEVERABILITY CLAUSE**

In case that any of the provisions of these GCTC and/or Contract are or will become from any reason invalid, ineffective or unenforceable (obsolete), it does not and it will not have as a result the invalidity, inefficiency or unenforceability of other provisions of these GCTC and/or Contract. Contractual Parties are obliged to negotiate in good faith, so that the invalid, ineffective or unenforceable provision shall be replaced in writing by another provision, which material content will be identical or the most similar to the provision being replaced, while the object and the purpose of these GCTC and/or Contract shall be preserved. Until such agreement is reached as well as in the case if such agreement is not reached at all, other provisions of these GCTC and/or Contract shall be used for the replacement of the invalid, ineffective or unenforceable provision and if such provisions are not existing, then the provisions of Commercial Code and other legislation valid and effective on the territory of the Slovak Republic, which fulfil the criteria of the previous sentence.

## XV. DELIVERY

- 15.1. In the matters of communication with Clients about the issues relating to these GCTC or Contract, GYMIFY uses mainly electronic communication (e-mail) as well as Website.
- 15.2. For the purpose of contacting GYMIFY under these GCTC and Contract, Client is entitled to contact GYMIFY in the following way:

**GYMIFY & Co, s. r. o.**

with its registered seat at Oščadnica 930, 023 01 Oščadnica, Slovak Republic  
company ID number: 53 386 850

E-mail: [support@gymify.io](mailto:support@gymify.io)

- 15.3. Written correspondence shall be delivered by the postal services, by courier or by electronic means (e-mail) on the agreed address, on the address of the registered seat or the residence of the opposite Contractual Party, or on the address which is defined by Contractual Parties for this purpose. In case of delivery by courier, as the day of delivery shall be deemed the Day when the recipient took over or declined to take over the written correspondence. To avoid any doubts, any written correspondence sent by postal services to the opposite Contractual Party shall be deemed as delivered to the recipient on the Day when the recipient took over the written correspondence or when the correspondence was returned as not delivered. The written correspondence delivered by e-mail shall be considered as delivered on the Day of its sending, unless other date of delivery is proven.

## XVI. APPLICABLE LAW

- 16.1. These GCTC and legal relationships arising on their basis and/or from Contract, or related to these GCTC and/or Contract, are governed by the legal order of the Slovak Republic, namely by the relevant provisions of Commercial Code, Copyright Act and other valid legislation of the Slovak Republic. The aforementioned applies also in the case if Client is a foreigner, a foreign person or a person without nationality, unless stated otherwise in these GCTC and/or Contract.
- 16.2. All disputes arising from the legal relationship based on Contract and/or these GCTC, or related to these GCTC and/or Contract, including the disputes over the validity, interpretation and the termination of Contract and/or GCTC, Contractual Parties shall preferentially try to settle by an agreement. If the agreement is not reached, the dispute shall be decided, with the final effect, by the Slovak court in compliance with the rules of territorial, material and functional competence pursuant to Civil Procedural Code, unless stated otherwise in Contract or by valid legislation (including international legal norms).

## XVII. FINAL PROVISIONS

- 17.1. In cases when these GCTC presume the notification of issues to Clients by notification through Software or Website, such notifications are considered as notified to Client at the moment of their publication in mentioned Software or on Website.
- 17.2. Current valid version of GCTC is regularly available on Website or in Software.
- 17.3. These GCTC in their valid version are valid for the whole period of validity and effectivity of legal relationship between GYMIFY and Client established by Contract, as well as after their termination, up to the final settlement of all claims arising therefrom.
- 17.4. GYMIFY is entitled to modify these GCTC at any time. GYMIFY announces the modifications of GCTC by their publication in Software or on Website, at least 15 (in words: fifteen) Days in advance, or by sending the modification of GCTC to the e-mail address of Client stated in User Account. Reasons for the GCTC modification are mainly (i) change of relevant legislation or requirements of relevant authorities, (ii) change of external factors which influence Software (technical requirements, development, updates, innovation, etc.), (iii) on the basis of GYMIFY decision. Client is entitled to terminate Contract with immediate effect in case of disagreement with the modified GCTC. Client undertakes to inform GYMIFY about previously mentioned in writing, until the new version of GCTC becomes effective. If Client does not deliver his disagreement with the modification of GCTC within the time period set by the previous sentence to GYMIFY, it is presumed that Client agrees with the particular modification and the mutual relationships of Contractual Parties are governed by new modified GCTC from the day of the effectiveness of GCTC modification. Client takes into account that the modification of these GCTC is not a circumstance that requires the conclusion of written amendment to Contract.
- 17.5. Contractual Parties have agreed that all information exchanged under these GCTC and/or Contract,

information to be exchanged or otherwise result from their performance, have the character of confidential information. The breach of the confidential character has the consequences pursuant to the relevant provisions of Commercial Code, even after the termination of the contractual relationship.

- 17.6. These GCTC are executed in the Slovak and English language version. In case of any discrepancies or differences between the Slovak and English versions of these GCTC, the Slovak version shall prevail. To avoid any doubts, the Slovak version shall be considered as a decisive language version in each case, even if the wording of these GCTC is executed in another language – in that case the wording of GCTC in another language has only the character of informative translation. As a copy with the relevance of the original is considered also the photocopy or the scan of these GCTC, unless proven otherwise.