

Terms and Conditions for Fitual

These terms and conditions ("Terms") are a legal agreement between you ("you" or "user") and Fitual, with a business address at Rzeszów, al. Piłsudskiego 17/4, postal code: 35-074, Poland ("we", "us" or "our") and govern your use of our fitness application ("App"). By using the App, you agree to be bound by these Terms. Please read these Terms carefully before using the App.

Scope of Services

App also provides users with the option to purchase a premium subscription ("Subscription") that provides users with access to a network of gyms ("Gym(s)") where they can purchase discounted one-time entrance passes.

Eligibility

To use our App, you must be at least 18 years old and have the legal capacity to enter into a binding contract.

User Accounts

To use the App, you must create a user account by providing us with accurate and complete information. You are responsible for maintaining the confidentiality of your account login information and are solely responsible for any activities that occur under your account.

Payments and Refunds

Payments for the Subscription will be processed through the App using a third-party payment provider. Payment for the one-time entrance passes will be processed on the gym location. Payments are made via the payment service provider selected by the User and on the accepted terms for which the payment service provider is responsible. All payments made through the App are final and non-refundable, except as required by law.

Gym Access

By purchasing a Subscription, you will have access to the Gyms included in our network. As Gyms, we will consider facilities as such marked in the App, however, this category may include various types of facilities, including in particular: gyms, fitness studios, dance studios - a detailed description of the facility will be provided by the Gym on its website or as part of the facility description.

However, access to the Gyms is subject to the terms and conditions of each individual Gym. Information provided by gyms is not verified by the App. If you have information that the gym provided incorrect information as to the scope of services or opening hours of the facility, please contact the gym administrator in order to refund the fee collected by the gym if the conditions were different than those agreed with the gym. We are not responsible for issues that may arise during your use of the Gyms resulting from improper performance of exercises or reasons attributable to the Gym. The User should report any noticed irregularities regarding the equipment or services of the gym directly to the administrator of the gym.

Premium Subscription

By purchasing a Subscription, you will have access to additional features of the App, including discounted one-time entrance passes. The Subscription will automatically renew at the end of each subscription period unless you cancel the Subscription through the App. We reserve the right to change the Subscription fee at any time, but we will notify you in advance of any such change.

User Conduct

You agree to use the App only for lawful purposes and in accordance with these Terms. You agree not to use the App:

- a. In any way that violates any applicable federal, state, local, or international law or regulation;
- b. To engage in any conduct that restricts or inhibits anyone's use or enjoyment of the App, or which, as determined by us, may harm us or users of the App or expose them to liability;
- c. To use the App in any manner that could disable, overburden, damage, or impair the App or interfere with any other party's use of the App, including their ability to engage in real-time activities through the App;
- d. To use any robot, spider or other automatic device, process or means to access the App for any purpose, including monitoring or copying any of the material on the App;
- e. To use any manual process to monitor or copy any of the material on the App or for any other unauthorized purpose without our prior written consent;
- f. To use any device, software or routine that interferes with the proper working of the App;
- g. To introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- h. To attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the App, the server on which the App is stored, or any server, computer or database connected to the App;
- i. To attack the App via a denial-of-service attack or a distributed denial-of-service attack; or
- j. To otherwise attempt to interfere with the proper working of the App.

Verification of Identity

In order to ensure the safety and security of our partner Gyms, we may require you to verify your identity upon arrival at the Gym using a valid government-issued identification.

Changes to Terms

We reserve the right to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

Termination

We may terminate or suspend your account and bar access to the App immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of these Terms. If you wish to terminate your account, you may do so at any time through the App.

Governing Law and Jurisdiction

These Terms will be governed by and interpreted in accordance with the laws of Poland, without regard to its conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Poland for the resolution of any disputes arising out of or related to these Terms or your use of the App.

Your rights

You have the right to access and correct your personal information, as well as to request that we delete it. You may also object to our processing of your personal information or request that we restrict our processing of your personal information. To exercise these rights, please contact us using the contact information provided in the App. These rights are in accordance with Article 13 of the Polish General Data Protection Regulation (RODO).