

TERMS OF USE

1. Introduction 2023.

1.1. These Terms of Use shall govern the relations between you (hereinafter: “**User**”) and AA SPORT DOO, a business and other management consultancy activities company, with its registered office at Pijačna 14K, Sarajevo, B&H, TIN: 4202413650000, (hereinafter: “**AA Sport**”).

1.2. These Terms of Use (hereinafter: “**Terms**”) shall govern the forms and manners of use of an interactive service provided by AA Sport and known by the protected name of Fitpass.

1.3. Fitpass interactive service is provided via www.Fitpass.ba internet page and Fitpass mobile application available on Apple Store, Google Play, and HUAWEI AppGallery (hereinafter “**Interactive Service**”).

1.4. The Interactive Service is complex and it includes content management, financial transaction execution, organisation of and agency in the sale of services of visiting sports and other facilities under the exclusive ownership of AA Sport’s partners (hereinafter: “**Partners**”), as well as providing internet services.

1.5. The use of the Interactive Service by the User shall mean that the User is fully aware of and agrees

with the Terms and the Privacy Policy.

1.6. Any further use of the Interactive Service following the User’s acknowledgement of the Terms and Privacy Policy shall mean that the User **agrees** with such terms and rules included therein and that the User assents to use the Interactive Service complying therewith.

1.7. In consideration of the Terms, the User shall mean any person who directly or indirectly uses or has used this internet page and/or Fitpass services in any way.

1.8. If the User uses the Interactive Service, the User shall be deemed to have agreed that all Interactive Service communication and interaction must be in compliance with these Terms.

1.9. If the User registers – opens a user account via the Interactive Service, the User shall be deemed to have fully read and accepted these Terms and Privacy Policy.

2. AA Sport’s copyright

2.1. All materials available through the Interactive Service are protected by law and are under the ownership of AA Sport, and may be used in compliance with the approval of the copyright holder and trademark or model rights holder, as well as in accordance with other required approvals.

2.2. The Interactive Service may in no way be distributed, reproduced, transferred, linked, published or modified without AA Sport’s approval in writing.

2.3. Any breach of Article 2.2, i.e., infringement of trademark, model or any other copyright or industrial property right shall result in court or other proceedings, including without limitation, damages and criminal proceedings.

2.4. The User may neither fully nor partially modify, publish, transfer, participate in a transfer or sale of or in any other way make use of any content available through the Interactive Service. Downloaded materials may not be reproduced, redistributed, retransferred, reissued or commercially exploited.

3. Terms and Privacy Policy Amendments

3.1. AA Sport reserves the right to repeal or amend any Terms and Privacy Policy specified herein, without any prior notice and at any time.

3.2. In case of any amendments to the Terms or Privacy Policy whereby the User continues to use the Interactive Service, the User shall be deemed to have accepted the Terms and Privacy Policy.

3.3. Any possible amendment to the Terms or Privacy Policy shall apply to third parties who are not Users immediately upon publishing thereof through the Interactive Service.

3.4. Any use of the Interactive Service by the User following the most recent amendment to the Terms

or Privacy Policy shall constitute acceptance of such amendment.

4. Interactive Service rules of use and content

4.1. The User shall use the Interactive Service only in compliance with applicable regulations, public

order, best practices, and regulations of the Bosnia and Herzegovina.

4.2. The intended use of the Interactive Service refers to the use of Fitpass service user experience exchange with AA Sport, and experience exchange among users in the manner provided by the Interactive Service.

4.3. The User shall not be entitled to publish, transfer or make any abusive or infringing materials available in any way through the Interactive Service, e.g., insulting, libellous, defamatory, calumnious content or content that is violating the privacy of any person, etc., or materials with illegal content and form.

4.4. AA Sport reserves the right to independently assess whether the User acted unconscionably or breached their obligations stipulated by the Terms or Privacy Policy.

4.5. During the Interactive Service use, the Interactive Service User shall be bound not to connect more than one Interactive Service device to use the application and scan the QR code for Interactive Service use provided by AA Sport's Partners.

4.6. The User undertakes to conscientiously use the connected Interactive Service device and not make it available to or not provide access to the device or the Interactive Service to any other party for the purpose of avoiding the Interactive Service subscription, i.e., only the user of the account to which the device is connected may use the Interactive Service.

4.7. If the User wants to change their connected device (e.g., in case of theft, loss or damage to the device), the User may do so not more than twice a month.

4.8. If the User changes more than two connected devices during one month, the new device, as well as all previous devices, shall be denied access to the Interactive Service and Partners' services.

4.9. In case of negligent behavior of the User, including but not limited to actions by which the User: abuses the Interactive Services;

- interferes with or prevents other Users from using the Interactive Services;
- provides incorrect information about personal data;
- use other people's personal data;
- engages in illegal, unconscionable and illegal activities using the Interactive Services;
- violates the business rules and interferes with the Partner's work and service provision;
- attempt to disable, modify or in any other way interfere with the operation of the website or application through which the Interactive Service is provided,

AA Sport reserves the right to issue a warning, temporarily or permanently stop the provision of Partner services through the Fitpass application - suspend the account, and as compensation for the negligent use of the Fitpass application and Partner AA Sport services, cancel the user's subscription, without the right to refund the paid funds or use remaining terms, as a form of compensation for damage caused by the User's negligent actions to AA Sport and its partners. In the aforementioned case, AA Sport reserves the right to prevent the User from opening a new account.

4.10. AA Sport reserves the right to terminate the Partners' services provided through Fitpass application in case of User's unconscionable conduct and terminate the User's subscription excluding the right to a refund of already-paid amounts or the right to use the remaining terms as a form of indemnity for damage caused by the User's unconscionable conduct to AA Sport and AA Sport's Partners.

4.10.1. Through the Interactive Service, AA Sport provides access to sports and recreational activities in consideration of subscription payment and also offers and provides other services/products available through the Interactive Service.

4.10.2. AA Sport shall provide all services available through the Interactive Service in compliance with these Terms and the Privacy Policy applicable on the date when the User accepts the offer.

4.10.3. The offer shall be considered accepted by the User when the User selects the "I agree with the Terms of Use and Privacy Policy" field through the Interactive Service.

4.10.4. The User shall be held solely responsible for the purchase and maintenance of hardware

and software to be used for the Interactive Service, and if the User does not use their equipment and software, the User shall be held solely responsible for the selection of hardware or software the User uses to access the Interactive Service. The User shall also be held responsible for the equipment required to access and use the Interactive Service and shall also solely bear all costs related to the use and maintenance of such access hardware and software.

4.10.5. The prices of AA Sport services are given through the Interactive Service and such prices include VAT.

4.10.6. AA Sport's services are offered through the Interactive Service, as well as service packages customised for different Users, whereby individual package terms and conditions may not be changed; instead, the acceptance of the service shall include acceptance of the full package.

4.10.7. Any Interactive Service package provides access to sports facilities published as service providers through the Interactive Service, and the use thereof shall be restricted by the terms of use of every individual facility for which AA Sport is not responsible, as well as by the type of membership fee that varies depending on the selected package.

4.10.8. AA Sport is not the owner of and does not have the products/services it promotionally offers through the Interactive Service under its ownership. For all issues and deficiencies that may arise during the use of sports and recreational facilities, including product/service delivery or defects, AA Sport's Partners whose products are offered through the Interactive Service shall be held solely responsible.

4.10.9. A prerequisite for using any of the Interactive Service packages is opening a user account via the Interactive Service.

4.10.10. A user account is opened by filling out an existing user account form where User details shall be entered, i.e., in the case of corporate users, a special form shall be filled out and a contract signed with the company.

4.10.11. By opening a user account specified in Article 4.10.9, the User confirms that they fully agree with the Terms and that they have read, understood, and accepted such Terms as well as the Privacy Policy.

4.10.12. If the subscription is cancelled, the User shall not be entitled to a refund, but shall reserve the right to the remaining terms within the expiry period.

4.11. Complaints and refunds

4.11.1. AA Sport reserves the right to change or cancel any part of Fitpass service provision at any time, regardless of the fact that such change refers to the service content or the very Interactive Service.

4.11.2. The changes specified in Article 4.11.1 shall include without limitation, the availability period, content, as well as equipment required for access to or use of the Interactive Service.

4.11.3. AA Sport reserves the right to change the price, quantity, and type of the services it offers within the Interactive Service packages, as well as the types of the very service packages subject to the offers provided by the Partners, who practically provide the services.

4.11.4. 4.10.4 AA Sport shall not be held liable in case of a change in the availability of the services or facilities provided by AA Sport's Partners, and AA Sport shall timely inform the User thereof after AA Sport has been informed by its Partners.

4.12. Withdrawal from the contract

4.12.1. The User has the legal right to cancel the use of Interactive Services within 14 days without explanation and additional costs if he has not used the Partner's services or Fitpass loyalty club within the

specified period. The user exercises the right to withdraw from the contract if, within 14 days, he submits an unambiguous statement of withdrawal from the use of Interactive services to the email address kontakt@Fitpass.ba.

4.12.2. In case of withdrawal from the use of the services, the refund to the consumer will be

made by refunding the funds to the consumer's card no later than 14 days after receiving the notice of withdrawal from the contract.

4.13. Complaints and refunds

4.13.1. AA Sport shall keep records of received complaints and store them for at least two years as of the date when the User submitted their complaint. AA Sport shall comply with regulations governing personal data protection when processing consumer personal data.

4.13.2. AA Sport shall electronically issue a certificate of received complaint to the User.

4.13.3. Complaint records shall be kept electronically and shall contain the full name of the User, date of the complaint receipt, package information, short description of the nonconformity and the complaint claim, date of the complaint receipt certificate, decision on the response to the User, date of such decision delivery, a reasonable period for resolving the complaint agreed with the consumer, method and date of complaint resolution, as well as information on the extension of the period for complaint resolution.

4.13.4. AA Sport shall electronically respond to the User's complaint within eight days as of the date of the complaint receipt. AA Sport's response to the User's complaint must include a decision on complaint acceptance, an explanation if AA Sport does not accept the complaint, a statement on the consumer's request as regards the method of handling the complaint and a specific proposal for the period and method of complaint resolution provided AA Sport has accepted it. The complaint resolution period shall amount to 15 days as of the date of the User's reply.

4.13.5. AA Sport shall comply with the decision and proposal for complaint resolution provided it has obtained prior approval from the User. The period for complaint resolution shall be discontinued once the User has received AA Sport's response under Point 4.13.5 of this Article, and shall start anew when AA Sport receives the User's statement. The User shall provide their opinion on AA Sport's response within three days as of the date of AA Sport's response receipt. If the User fails to provide such a statement within the stipulated period, the User shall be considered to have disapproved the seller's proposal under Paragraph 4.13.5.

4.13.6. If AA Sport is not able to comply with the User's request within the stipulated period due to objective reasons, AA Sport shall inform the User of the complaint resolution period extension, specify the deadline for complaint resolution, obtain the User's consent therewith, and enter such extension into the received complaints records. The complaint resolution period may be extended only once.

4.13.7. If AA Sport rejects the complaint, it shall inform the User about the possibility of out-of-court dispute resolution and on the competent authorities for out-of-court settlement of consumer disputes. Right to a refund shall be granted to a User to whom a Partner denied or was not able to provide the Interactive Service in the manner described through the Interactive Service.

4.13.8. The User may submit a complaint via the following e-mail address: kontakt@Fitpass.rs

4.13.9. In case of refund to the customer who has paid for the goods using a payment card, fully or partially, irrespective of the return reasons, the refund shall be made only by using VISA, EC/MC, Maestro and Dina payment methods, which means that upon the seller's request, the bank will refund the amount to the card user's account.

4.15. Payment

4.15.1. The payment card or current account used during the registration of the User shall be debited with the subscription amount or with the same amount for terms selected by the User in the calculation period.

4.15.2. The User undertakes to state whether they want to continue using the Interactive Service before the expiry of the specified period.

4.15.3. The User undertakes to settle the subscription amount by means of online payment.

4.15.4. All payments shall be made using the legal means of payment of the Bosnia and Herzegovina (BAM). The middle exchange rate of the Central Bank of Bosnia and Herzegovina shall be used for an

informative presentation of prices. The amount debited from the User's payment card shall be presented in the User's legal means of payment upon conversion thereof by applying the exchange rate used by card organisations that we cannot be aware of at the moment of the transaction. Consequentially, such an amount may be slightly different from the original price specified on our website.