

FITPASS GEORGIA

Policy on Personal data Processing and collecting

1. The present document sets out the terms and conditions, in accordance to which, FITPASS Georgia LLC (hereinafter referred to as the “**Company**”), in order to provide the services for the Customers, shall process and collect personal data. In case you use the FITPASS Card in the scope of the Corporate Services Agreement between your / your family member's employer and FITPASS Georgia LLC, the Company will process your personal data in accordance with the terms and conditions set forth in this document, unless the Corporate Service Agreement concluded between your / your family member's employer and FITPASS Georgia LLC provides for different terms from this document, in which case the terms of the Corporate Service Agreement shall prevail.
2. The Company collects and processes Customer's personal data only for the purposes of providing services, monitoring the services and improving the quality of services, producing statistics and any other purposes that stays within the scope of the Corporate Service Agreement concluded between the Customer's or its family member's Employer and FITPASS Georgia LLC. The Company undertakes not to use the personal data for any other purpose, not to transfer it to any other person unless it is required by law or is a result of the Corporate Agreement's purposes and shall not otherwise violate the rules of personal data processing.
3. The Company reserves the right to collect and process the following data:
 - Customer's name and surname;
 - Customer's date of birth;
 - Customer's personal number;
 - Customer's email address;
 - Customer's contact number;
 - Information regarding the Customer's visit to the Company's partner entity.
4. The company will disclose Customer's name, surname and date of birth only to its partner entities solely for the purposes of identifying the holder of the FITPASS card. The Company additionally reserves the right to disclose Customer's data to any other third party if it is required to comply with the terms of the Corporate Services Agreement.
5. The Company undertakes an obligation to ensure the processing of personal data in accordance with the legislation of Georgia.

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6. The Company is authorized, in accordance with the rules established by the legislation of Georgia, to process, for direct marketing purposes, the information on Customer provided for in paragraph 3, including after termination of the relevant Corporate Service Agreement for any reason.
7. Except for the case provided in paragraph 6, after the termination of the provision of service / contract for any reason for the Customer, the Company ensures the destruction of Customer's personal data within a reasonable time, unless the law provides for the obligation to store this data.
8. The company reserves the right to disclose information regarding the termination / refusal of the provision of services to the Customer, to the relevant employer (organization) with which the Corporate Service Agreement is concluded.
9. Customer's Personal data will be stored in a database of one of the countries prescribed in the list of the Countries with the appropriate guarantees of personal data protection¹.
10. Deletion / destruction of the Customer's personal data implies to the deletion/ destruction of the Customer's personal data, including on the server of the foreign country referred to in paragraph 9.

Rules for using the FITPASS Card

1. Only the company has an authorization to issue a FITPASS card.
2. The FITPASS card is personalized for a specific Customer (with the Customer's Name and Surname) and may not be used by any other person.
3. For the Customer, in order to use the services of the partner entity, the Customer is obliged to present a FITPASS card to the partner entity prior to each use. The Customer is obliged to always have his / her ID card or passport with him / her when using the FITPASS card.
4. The FITPASS controller and partner entity's staff are authorized to verify the identity of the FITPASS cardholder and identify him / her, and ensure that the FITPASS card is confiscated, in case the Cardholder is not Customer, or the Customer otherwise violates the terms of use of FITPASS card.

¹ The list of countries with appropriate guarantees of personal data protection is approved by the order № 1 of September 16, 2014, of the Personal data Protection Inspector and can be viewed at the following address: <https://matsne.gov.ge/ka/document/view/2502808?publication=0>

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5. The Customer is obliged to adhere to the terms and conditions set by the partner entity, the services of which are used, including, but not limited to, the commencement and end of working hours and other regulations.
6. The partner is entitled to request the deposit payment from the Customer if the Customer wishes to book a place with the partner, in case the Customer does not show up at the agreed time and does not notify the partner of non-appearance, the partner will be entitled to keep the deposit. If the Customer arrives at the agreed time, then the deposit will be refunded to the Customer.
7. The Partner reserves the right to request an additional payment from the Customer upon the Customer's request for additional services, if such is expressly stated on the Company's website, or if it has been announced to the Customer publicly or by any other means.
8. The company advises the Customer to contact the partner entity by phone, in order to book a place for the group activities and to find out the rules related to receiving various service from the partner entity.
9. Deliberate damage to the FITPASS card or any change to its design by the Customer is prohibited.
10. Any information about the services provided by the company can be found on the company's website: www.fitpass.ge, or by contacting the service center.
11. It is not allowed to sell a FITPASS card or transfer it to another person in any form. The FITPASS card can only be used once a day. It is forbidden to leave a FITPASS card in the partner entity's institution.
12. In the cases of loss, damage or theft of the FITPASS card, the Customer must notify the company immediately. No later than 5 working days after receiving such notice, the company will provide the new FITPASS card. Customers can use the FITPASS card only in the institutions of the partner entities provided on the website: www.fitpass.ge.
13. The FITPASS card is the property of the company. The company is entitled to demand the return of the FITPASS card in case of violation of the terms and conditions of its use. In such case, the company is also entitled to deactivate the FITPASS card and not to issue a new FITPASS card.
14. The company is entitled to change the terms of use of the FITPASS card, with the notification in electronic or written form to the employer at least 30 days in advance.

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15. If the Corporate Service Agreement between the company and the Customer's / family member's employer sets out different terms and conditions from those set forth in this document, then the terms of the Corporate Service Agreement shall prevail.