

Fitpass Georgia LLC (ID: 406271895) Terms of Service, Personal Data Collection and Processing Policy, Terms of use of the Mobile App, the rules for the use of webpage and Mobile App

This document shall govern the legal relationship arising in the process of using the services offered by Fitpass Georgia LLC., identification code: 406271895 (hereinafter referred to as the "**Company**").

By reading and agreeing to these Terms, you agree to the terms and conditions set forth in this document, which govern your use of the Company's services. We recommend that you read and understand these Terms before using our Services.

Terms of Service

1. Definitions

1.1 The terms used in this document have the following meanings:

- 1.1.1 **Program** - a set of services (package) selected by the company, which is provided by the Company Partner, and which is available to the Company's customers.
- 1.1.2 **Client** - a legal or natural person with whom the Company has a corporate service agreement and under which the Client's Employees (as well as their family members) use the Company's services.
- 1.1.3 **Customer** - Client's Employee and / or his / her family member (maximum 5 family members), a natural person, who is involved in the Program and has the right to use the services offered by the Partner entity.
- 1.1.4 **Employee** - an employee hired by the Client, with whom the Client has entered into an employment contract or other type of contract under which the Employee performs the work in favor of the Client.
- 1.1.5 **List / Customer List** - A list of Employees and their family members who have the right to use the services in the Program and which is determined by the Client. Typically, the list will be given as an Excel file that the Company sends to the Client and where the Client fills in the employee information according to the instructions given by the company. The list remains valid during the Accounting Period.
- 1.1.6 **Partner / Partner Entity** - a person who directly provides sports and recreational services to the Customers of the Company through the Mobile App. The list of Partner Entities is given on the website of the Company: www.fitpass.ge
- 1.1.7 **One-time access** - the use of a single service offered by any of the Partner Entities of the Company at a time and date selected by the Customer, during the working hours of the Partner and in accordance with the rules set by the Partner. One-time access shall mean that throughout a calendar day the Customer can use only one service of one Partner Entity.
- 1.1.8 **Controller** - An employee of a Company who has the right to visit a Partner's facility for inspection, identify Customers, and detect nonconformities.

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- 1.1.9 **Mobile App** – a mobile application created by the Company where each Customer has its own account/profile and which allows the Customer to use the services offered by Partner Entities.
- 1.1.10 **Accounting Period** - a calendar month during which Customers can use the services of the Company. The Accounting Period starts on a certain date of the month and lasts until the same date of the following month.

2. Article. Obligations of the Company

- 2.1 The Company will ensure to register the profile/account of the Customers in the Mobile App.
- 2.2 The Company shall be obliged to offer the Customers the services of at least 50 different Partner Entities.
- 2.3 To each Customer, the Company offers the following services:
 - 2.3.1 Access to all services included in the Program and proper functioning of the system.
 - 2.3.2 Collecting of the information about the services offered by Partner Entities.
 - 2.3.3 Quality control of services provided by the Partner Entity.

3. Payments

- 3.1 In case where the Company's service is paid for by the Client, then the details of the payment of the fee, including the amount of monthly service fee, will be governed by the Service Agreement between the Company and the Client.
- 3.2 In case where the Company's service is paid for by the Customer, then the Customer shall be obliged to pay the service fee by bank payment, in the form of payment determined by the Company. In such case, the Customer will pay a 1-month service fee (one Accounting Period) in advance and will be entitled to use the Company's service for a period of 1 month (one Accounting Period).
- 3.3 After the payment of the Company's service by the Customer, after the end of the relevant Accounting Period, the profile/account of the Customer in the Mobile App will be deactivated, until Customer again pays the service amount for the next Accounting Period, as a result of which the account/profile will be automatically re-activated.
- 3.4 If the Company's service fee is paid for by the Customer, then at the time of the payment, the amount of the Company's monthly service fee will be posted on the Customer's online registration link, through which the Customer has to pay for the services.
- 3.5 The Company reserves the right to unilaterally change (increase or decrease) the service fee. The Company will notify the Customer of the price increase at least 25 days before the date when the increased price must take effect. In any case, the changed price will not apply to the Accounting Period for which the Customer has already paid.

4. Duration of service and termination

- 4.1 This document (Terms) enters into force from the moment the Customer consents to it.

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- 4.2 If case where the Company's service is paid for by the Client, then the start and end dates of the Accounting Period shall be determined by the Service Agreement between the Company and the Client.
- 4.3 If case where the Company's service is paid for by the Customer, then the Accounting Period begins from the date of payment of the service fee by the Customer and continues until the same date of the following calendar month on which the Customer paid the service fee.
- 4.4 The Customer has the right at any time to refuse to continue receiving the Service from the subsequent Accounting Period. The Customer has no right to demand a refund of the service fee paid during the relevant Accounting Period.

5. Force majeure

- 5.1 The parties shall be released from performance of their respective obligations under this agreement in case and to the extent of force-majeure events, which shall include such circumstances originating beyond the will of the respective party the control of occurrence and operation of which goes beyond the reasonable abilities of the relevant party, including but not limited to war, riots, civil disturbances, revolutions, strikes, lock-outs, accidents, fires, floods or other acts of god, embargoes, government actions, any legal or illegal action or act of any third party, as a result of which performance of obligations stipulated under the agreement becomes impossible. in addition, any amendment to Georgian law, which deteriorates legal position of any party, affects the opportunity of performance of the obligation(s) to be fulfilled by the parties, the terms and/or expenses, including but not limited to any unfavorable legal act and/or action of any local, central, state, governmental, management, self-governmental, registering or other authorities shall be deemed as force-majeure event.
- 5.2 Any such force-majeure event shall release the parties from any liability to each other to the extent of such force-majeure event, and the term for parties' performance of their obligations under this agreement shall be extended for a period equal to the duration of such event.

Personal Data Collection and Processing Policy

1. This document sets out the terms and conditions under which Fitpass Georgia LLC (hereinafter referred to as the "Company") will collect and process customer personal data for the purpose of providing services to its customers. If you use the Company services in frameworks of the corporate service agreement between your / your family member's employer organization and Fitpass Georgia LLC, we will process your personal data in accordance with the terms and conditions set forth in this document, unless the corporate service agreement concluded between the employer organization and Fitpas Georgia Ltd 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 the Customer 's (also referred to as the - Customer) personal data only for the purpose of providing services, monitoring the services provided and improving the quality of services, producing statistics and any other purpose that does not go beyond the corporate service agreement executed between Company and relevant employer organization. The Company undertakes not to use the personal data for any other purpose, not to transfer it to any

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other person unless it is required by law or for the purposes of the corporate service agreement and otherwise does not 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 personal number.
 - Customer's email address.
 - Customer's contact phone number.
 - Information about the visit of the customer company to the partner entity.
 - Customer's photo.
4. The Company will disclose the Customer's data only to its Partner Entities only for the purpose of identification of the Customer. The Company also reserves the right to disclose Customer's personal data to any other third party if required to comply with the terms of the Corporate Services Agreement.
5. The Company undertakes to ensure the processing of personal data in accordance with the legislation of Georgia.
6. The Company reserves the right, to process the information about the customer provided for in paragraph 3 for the purposes of direct marketing (specifically, Customer's e-mail address and phone number), in accordance with the rules established by the legislation of Georgia, including after termination of the relevant corporate service agreement for any reason.
7. Except in the case provided for in paragraph 6, after the termination of the Corporate Service Agreement for any reason for any reason, the Company shall ensure the destruction of Customers' personal data within a reasonable time, unless the law provides for the obligation to store such data.
8. The company reserves the right to disclose information about the termination / refusal to provide services to the customer to the relevant employer (organization) with which the corporate service agreement is concluded.
9. Personal data of Customers shall be stored on a database in any country included in the list of countries with appropriate guarantees of personal data protection.¹
10. Deletion / destruction of the Customer's personal data means the deletion / destruction of the Customer's personal data, including on a server located in a foreign country referred to in paragraph 9.

Terms of use of the Mobile App

1. The services of the Company can be used by the Customer only through the Mobile App. The Fitpas mobile app is used through the Customer's personal active profile / account in the Mobile App.
2. In order to to use the services of the Partner-operated facility, the Customer is required to have the device with the activated profile/account on Mobile App. The Customer shall be obliged to always have his / her identity card or passport when using the Company services.

¹ The list of countries with appropriate guarantees of personal data protection is determined by the Decree #03, dated March 2, 2022 of the Inspectorate of the personal data protection.

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3. The employees of the Company and the Partner are authorized to verify the identity of the Customer, and if it is established that the Customer has violated the rules of using the Mobile App, the Company has the right to block the Customer profile / account.
4. The Customer is obliged to obey the rules and conditions set by the Partner-operated facility, the services of which he / she uses, including but not limited to working hours, beginning and end of the working day, and other regulations.
5. The Partner Entity shall be entitled to request a deposit from the Customer if the Customer wants to reserve a place for certain services. In such case, the details related to the place reservation shall be governed by the terms established by the Partner and the Customer shall comply with such rules.
6. The Partner has the right to request the Customer to pay the additional amount if it is explicitly stated on the Company's website, or if this was announced publicly or in any other way.
7. The Company recommends the Customer to communicate with the Partner Entity to reserve a place in group activities and be informed about the rules of accepting various services from Partner Entity.
8. Any information regarding the services provided by the Company may be retrieved on the Company's website: www.fitpass.ge, or by contacting the service center.
9. It is not allowed for the Customer to share its profile/account details with any other person, as well as it shall not allowed for the Customer to allow another Customer to use his profile / account. It is prohibited for the Customer to use services through another Customer's mobile phone / device and / or profile / account. The Customer is obliged to register in the Mobile App the phone / device through which he / she will use his / her profile / account and use the services ("**Main Device**"). Activation and use of the Customer's profile / account on another mobile phone / device is allowed only if the Customer notifies the Company in advance and requests the status of the main device for another mobile phone / device. The Customer is also requested to follow other rules and terms determined by the Company and provided either in the Mobile App, or on Company's social channels, communication groups, website or provided to the Customer in any other manner.
10. The Company is authorized to change the terms of use of the Mobile App if Company informs the client either by electronic or written form at least 30 days in advance.

The rules for the use of webpage and Mobile App (Interactive Services)

1. General provisions

- 1.1 These rules will regulate the forms and types of use of the interactive service provided by the Company to the customer.
- 1.2 The Company's interactive service is provided through the www.fitpass.ge website and the Mobile App available in the Apple Store, Google Play and HUAWEI App Gallery and is the exclusive property of the Company (hereinafter - the "Interactive Service").
- 1.3 The interactive service is complex and includes content management, implementation of financial transactions, organization and mediation of sales of services in sports and other institutions with the Company's Partners as well as provision of Internet services.

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- 1.4 The use of the Interactive Service by the Customer means that the Customer fully understands and agrees to the Terms and Privacy Policy.
- 1.5 Any further use of the Interactive Service by the Customer after reading the Terms and Privacy Policy means that the Customer accepts the rules contained in this document and that the Customer agrees to use the Interactive Service in compliance with these rules.
- 1.6 If the Customer uses the Interactive Service, the Customer shall be deemed to have agreed that all communications and interactions with the Interactive Service shall comply with these rules.
- 1.7 If the Customer registers and creates a Customer account through the interactive service or authenticates in the application, the Customer is considered to have fully read these terms and agrees to them.

2. Copyright

- 2.1 All material within the Interactive Service is protected by law, the rights to it belong to the Company and may be used with the consent of the owner of the copyright and trademark or model rights.
- 2.2 The Interactive Service may not be distributed, reproduced, transmitted, linked, published or modified in any way without the written consent of the Company.
- 2.3 Violation of a trademark, model or any other copyright or proprietary right will result in consequences provided for by law.
- 2.4 The Customer may not fully or partially modify, publish, transmit, participate in the transfer or sale or in any other way use any content that is available within the Interactive Service. Downloaded materials may not be reproduced, redistributed, retransmitted, redistributed or used for commercial purposes.

3. Amendments

- 3.1 The Company reserves the right to cancel or amend this document at any time without prior notice.
- 3.2 In the event of any amendment to the rules, if the Customer continues to use the Interactive Services, the Customer shall be deemed to have accepted the changes made.
- 3.3 Any possible changes made to the rules will affect third parties (those persons who are not Customers), including those who are not Customers, as soon as they are published through the Interactive Service.

4. Terms of use and content of the Interactive Service

- 4.1 The Customer must use the Interactive Service only in accordance with applicable regulations, public order, best practices and Georgian legislation.

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- 4.2 The intended use of the Interactive Service refers to the use of the Company's services, the exchange of Customer experience with the Company and the exchange of experience between Customers, in the form provided by the Interactive Service.
- 4.3 The Customer is not authorized to publish, transmit or make available any offensive or illegal material by any means within the interactive service, for example, offensive, defamatory content or content that violates the privacy of any person, etc. or other materials with content or form prohibited by law.
- 4.4 The Company reserves the right to independently assess whether the Customer has acted in bad faith or breached its obligations.
- 4.5 During the use of the Interactive Service, the Customer of the Interactive Service is obliged not to turn on more than one device of the interactive service to use the Mobile App and scan the QR code to use the Interactive Service provided by the Company's Partners.
- 4.6 The Customer undertakes to use the device included in the Interactive Service in good faith and not to make it available or provide access to the device or the Interactive Service to any other party in order to avoid subscription to the Interactive Service, that is, only the Customer of the account to which the device is connected can use the interactive Service.
- 4.7 The Company reserves the right to terminate the services of Partners provided through the Mobile App in case of unscrupulous behavior of the Customer and to terminate the subscription, without the right to refund the amounts already paid or the right to use the remaining terms, as a form of compensation for the damage caused by the unscrupulous behavior of the Customer to the Company and the Partners of the Company.
- 4.8 Through the Interactive Service, the Company provides access to sports and recreational activities on a fee-based basis and also offers and provides other services/products available within the Interactive Service.
- 4.9 The Company provides all services available within the Interactive Service in accordance with the present rules, which are valid on the date of acceptance of the offer by the Customer.
- 4.10 The Customer shall be solely responsible for the purchase and maintenance of the hardware and software used for the Interactive Service, and if the Customer does not use its own equipment and software, the Customer shall be solely responsible for the selection of the hardware and software that the Customer uses to access the Interactive Service. Customer shall also be responsible for the equipment necessary to access and use the Interactive Service and shall bear solely all costs associated with the use and maintenance of such hardware and software required for access.
- 4.11 The prices of the Company's services are given through the Interactive Service and these prices are inclusive of VAT.
- 4.12 The Company's services are offered through an Interactive Service, as well as through service packages tailored to individual requirements for different Customers, where the terms of individual packages cannot be changed; Acceptance of the service by the Customer means acceptance of the complete package.

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- 4.13 Any package of the Interactive Service provides access to sports facilities published in the Interactive Service as Service Providers, and its use shall be restricted by the terms of use of each individual facility for which the Company is not responsible.
- 4.14 The Company does not own and does not own the products/services it offers through the Interactive Service. For all problems and defects that may arise during the use of sports and recreational facilities, including product/service delivery or defects, the Company Partners whose products are offered through the interactive service will be solely responsible.
- 4.15 The prerequisite for using any package of the Interactive Service is to open a Customer account through the Interactive Service.
- 4.16 Opening of a Customer account is done by filling in the existing Customer account form, where Company details must be entered, and in case of corporate Customers, a special form must be filled and an agreement signed with the Company.
- 4.17 By opening a Customer account, the Customer confirms that he fully accepts the terms and that he has read, understood and accepted such terms.
- 4.18 If the Customer stops receiving the services, he will not be entitled to receive compensation, but will be entitled to use the services until the end of the relevant accounting period.
- 4.19 The Company reserves the right to change or cancel any provision of the Service at any time, regardless of whether such change is related to the content of the Service or the same Interactive Service. Changes include, among other things, the period of availability, content and equipment required to access or use the Interactive Service.
- 4.20 The Company reserves the right to change the price, quantity and type of services offered by it within the interactive service packages, as well as the types of the same service packages that are subject to offers provided by partners who actually provide the services.
- 4.21 The Company will not be liable for any changes in the availability of services or facilities provided by the Company's Partners, and the Company will notify its Customers in a timely manner after the Company is informed by its Partners.
- 4.22 The Customer undertakes to pay the amount of the service according to the rules established by Company.
- 4.23 All payments will be made using legal tax means of Georgia (GEL).

5. Confidentiality

- 5.1 Customers must provide accurate information. The Company shall have no obligation to verify every detail of such information. If, during the provision of the Interactive Service, the Company discovers that the information provided is inaccurate, the Company shall be entitled to cancel the subscription to the Interactive Service, delete the Customer account containing the inaccurate information, and notify all of its Partners.
- 5.2 The Customer may request the Company to transfer the Customer Information stored by the Company to the Customer through the contact form, to provide and delete the Customer

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Information stored by the Company. The Customer can use this form if the Customer wants to have his information deleted from the Company's database. If the Customer wants his data to be deleted, the Company will no longer be able to provide the Interactive Service to the Customer.

5.3 If the Customer data is deleted, the Customer will no longer be able to use the Interactive Service and the remaining number of terms that the Customer subscribed to.

6. Communication

6.1 The Customer agrees that all communications through private messaging, chat, blog, forum or other message exchange or communication will be public and non-confidential; Thus, the Company may monitor the content of communications between Customers without their knowledge or special consent.

7. Company disclaimers

7.1 The Customer acknowledges and agrees that the use of the Interactive Service and its content is the Customers 's sole responsibility.

7.2 The Company's disclaimer about technical defects:

7.2.1 The Customer acknowledges and agrees to the fact that sometimes technical problems and interruptions of the Interactive Service may occur when using the Internet. These and similar events are beyond the Company's control; Therefore, the Company cannot be held responsible for any type of data loss or any other event that may occur while providing the Interactive Service.

7.2.2 The Customers agrees that access to the Interactive Service may occasionally be interrupted, temporarily unavailable or suspended due to scheduled maintenance of the Interactive Service or for other reasons beyond the Company's responsibility.

7.2.3 The Company shall not be liable under any circumstances for any damages arising from the use or inability to use the Interactive Service in whole or in part. The Customer expressly declares that the Customer shall not hold the Company, its affiliates, the Company's officers, employees and representatives liable for any damages and costs, including legal representation costs, that may arise from the Customer's use of the Interactive Service.

7.2.4 The Company and any affiliated third party make no warranty that the interactive Service will be uninterrupted or free of any interruptions in operation. The Company shall not and cannot be responsible for the results arising from the use of the Interactive Service, the accuracy, reliability or content of any information, services or goods provided by the Interactive Service.

7.2.5 The Company excludes any liability for any damage to equipment, hardware or software that may arise from the use of the Interactive Service.

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- 7.2.6 This disclaimer covers all possible losses or damages caused by any error, deletion, interruption, computer virus, defect, operational or transmission interruption, communication channel interruption, theft, termination of contract, destruction or unauthorized access, alteration or improper use of records, by misconduct, negligence or any other act.
- 7.2.7 Due to the nature of the Internet, the Company cannot guarantee the complete protection of any information transmitted through the Interactive Service, thus the Company shall not and cannot be responsible for any possible harmful actions of third parties who receive and use or dispose of such information without consent.
- 7.2.8 The information published by the Customer in the public parts of the Interactive Service may be available to other Customers and third parties and, as such, it may appear on other websites or web browsers without the knowledge of the Customer, and this Company shall not and cannot be responsible for any possible loss of the Customer which resulted from this.

7.3 Company Disclaimer Regarding Customer or Third-Party Posts:

- 7.3.1 The Customer agrees that the Company shall not be liable for the improper or illegal conduct of other Customers or third parties and that any possible damages shall be at the sole risk of the Customer.
- 7.3.2 The Company does not warrant that any Content contained within the Interactive Service and posted by the Customer, third parties or unauthorized Customers is accurate, complete or useful.
- 7.3.3 The Company shall not and shall not be liable for any possible loss or damage incurred by the Customer as a result of the Customer's reliance on information obtained within the Interactive Service.
- 7.3.4 The Company expressly disclaims any responsibility for the content of materials posted on third-party websites that can be accessed within the Interactive Service. If the Customer accesses third-party websites, the Customer's access shall be done exclusively and solely at the Customer's sole responsibility, thereby excluding any liability of the Company.
- 7.3.5 The Company disclaims any responsibility if the Customer's personal information is used by other parties for any purpose other than the purpose for which it was provided to such other parties to whom such information was to be provided; Therefore, it shall not and cannot be held responsible for any possible damages caused to the Customer on this basis.

7.4 Company Disclaimer for Interactive Services:

- 7.4.1 The Company does not own and does not own the products/services it offers through its Interactive Service. Thus, the Company cannot be held responsible for possible legal and substantive defects in the products/services or any other problems and defects that may arise during the use of the services offered. Any possible defects related to the

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delivery or malfunction of the products/services provided by any of the Company's partners shall be the sole responsibility of such Partner.

8. Usage Data

8.1 We may also collect information how the Service is accessed and used. This Usage Data may include information such as your computer's IP address, browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data

8.2 Tracking & Cookies Data

We may use cookies and similar tracking technologies to track the activity on our Service and hold certain information.

Cookies are files with small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service. Examples of Cookies we may use:

- **Session Cookies.** We may use Session Cookies to operate our Service.
- **Preference Cookies.** We may use Preference Cookies to remember your preferences and various settings.
- **Security Cookies.** We may use Security Cookies for security purposes.

8.3 Use of Data

We may use the collected data for various purposes, including:

- Performing obligations in the course of or in connection with our provision of the services requested by you
- Verifying your identity
- Responding to, handling, and processing queries, requests, applications, complaints, and feedback from you
- Managing your relationship with us
- Processing payment or credit transactions
- Sending you marketing information about our services including notifying you of our marketing events, initiatives and promotions, membership and rewards schemes and other promotions

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- Complying with any applicable laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority
- Detecting, preventing and addressing technical issues
- Monitoring the use of services
- Notifying the Client about any changes in the services
- Any other purposes for which you have provided the information
- Transmitting to any unaffiliated third parties including our third-party service providers and agents, and relevant governmental and/or regulatory authorities, whether in Georgia or abroad, for the aforementioned purposes; and
- Any other incidental business purposes related to or in connection with the above.

8.4 Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

- **Google Analytics**

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network.

You can opt-out of having made your activity on the Service available to Google Analytics by installing the Google Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js, and dc.js) from sharing information with Google Analytics about visits activity.

For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page: <https://policies.google.com/privacy?hl=en>

- **Piwik/Matomo**

Piwik or Matomo is a web analytics service. You can visit their Privacy Policy page here: <https://matomo.org/privacy-policy>

- **Clicky**

Clicky is a web analytics service. Read the Privacy Policy for Clicky here: <https://clicky.com/terms>

- **Statcounter**

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Statcounter is a web traffic analysis tool. You can read the Privacy Policy for Statcounter here: <https://statcounter.com/about/legal/>

8.5 Links to other Sites

Our Service may contain links to other sites that are not operated by us. If you click on a third-party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit. We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.