

TERMS OF USE

last modified: 12/04/2017.

1. Introduction

1.1 These terms of use regulate the mutual relations between you (hereinafter "the User") and

EMERGO SPORT DOO, a business and other management consultancy activities company, Belgrade - Novi Beograd, Bulevar Zorana Djindjica no, 45D / 1, reg. no. 21054097, TIN 108718719, which is a company registered with the Agency for Business Registers dated 16.10.2014. in accordance with the regulations of the Republic of Serbia (hereinafter: "Emergo")

1.2 These Terms of Use (hereinafter: "TU") regulate the forms and modes of using the interactive service provided by Emergo, which is called by the copyrighted name FitPass.

1.3 The FitPass interactive service is provided through the website www.fitpass.rs, which is exclusively owned by Emergo.

1.4 FitPass service is complex and consists of content management, financial transaction implementation, organization and mediation in the sale of services and the provision of services over the Internet.

1.5 Your use of the website www.fitpass.rs means that you are fully acquainted with the TU and that you agree with them, the Terms of Sale as well as the Confidentiality Statement. If you do not agree with them and do not accept them, please do not use this website.

1.6 Any further use of this website, after being informed of the TU, Terms of Sale, as well as the Confidentiality Statement, implies that the User agrees to these terms and conditions and agrees to use the Website and FitPass services accordingly.

1.7 In terms of the TU, the User is any person who, in any way, directly or indirectly, uses or has used the services of this website and/or the FitPass service.

1.8 By using the website www.fitpass.rs by the User, it is considered that the User agrees that all communication and interaction that takes place through www.fitpass.rs website must comply with these TU.

1.9 By registering - by opening a user account at www.fitpass.rs website, it is considered that the User has read and accepted these Terms of Use in their entirety.

2. Emergo's Copyright

- 2.1 All the materials that are on www.fitpass.rs website is owned by Emergo, and as such are protected by law, and/or used in accordance with the approval of the copyright holder and the right holder of the trademark or model, and in accordance with other necessary approvals.
- 2.2 Emergo is also the holder of copyright and industrial property rights on the entire conceptual FitPass content, as well as content of www.fitpass.rs website necessary for the proper and smooth functioning of the project.
- 2.3 It is forbidden to distribute, copy, transfer, link, publish or otherwise modify www.fitpass.rs website without the written approval of Emergo.
- 2.4 Any breach of the prohibition of article 2.3 may result in a violation of the right to a trademark, model or other copyright or industrial property right, and therefore may produce adverse effects such as the initiation of various court proceedings and may lead to criminal prosecution.
- 2.5 The user may not change, publish, transfer, participate in the transfer or sale, or in any other way exploit any content from www.fitpass.rs website, in whole or in part. It is also not permitted to copy, redistribute, re-transfer, release, or commercially exploit the downloaded material.

3. Changes to TU, Terms of Sale or Confidentiality Statement

- 3.1 Emergo reserves the right, at any time, and without prior notice, if it deems necessary, to terminate or alter any of the herein named TU, Terms of Sale and/or the Confidentiality Statement.
- 3.2 Amendments from article 3.1 may, inter alia, include the introduction of certain fees or charges, and it is recommended that the User periodically reads again the information contained in the TU, the Terms of Sale and/or the Confidentiality Statement in order to be informed of any changes.
- 3.3 Regular informing the User of changes in the TU, the Terms of Sale and/or Confidentiality Statement is the sole responsibility of the User.
- 3.4 In the event of a change in the TU, the Terms of Sale and/or the Confidentiality Statement, and if the User continues to use www.fitpass.rs website, the User is deemed to have accepted the TU, the Terms of Sale and/or the Confidentiality Statement in their altered form.
- 3.5 Any changes to the TU, the Terms of Sale and/or the Confidentiality Statement apply to third parties other than the Users, immediately upon publication on the website www.fitpass.rs.

3.6 Any use of www.fitpass.rs website by the User after the last change of the TU, the Terms of Sale and/or the Confidentiality Statement shall be understood as accepting these changes.

4. Rules for using FitPass website

4.1 The obligation and the duty of the User is to use www.fitpass.rs web site solely in accordance with the regulations of the Republic of Serbia, as well as with general moral and ethical principles.

4.2 Basic purpose of use of www.fitpass.rs website is using the FitPass service, and then monitoring the development of the FitPass project, exchanging experiences with Emergo regarding the use of the service, and sharing experiences with other users in the way it is enabled on www.fitpass.rs website.

4.3 The user can download, fill in and store materials protected by the copyright of Emergo from the web site www.fitpass.rs only for the purpose of their own and personal use.

4.4 User cannot use www.fitpass.rs website to publish, transmit or make available, in any way, any material that violates the rights of others, for example content that is offensive, defamatory, which violates or endangers the reputation or privacy of a person, etc., as well as material of illegal content and form.

4.5 Emergo retains the discretion to independently assess whether or not there has been a violation of the obligations envisaged by TU and Terms of Sale by the User.

5. Content and Terms of Sale of FitPass Services

5.1 Content of FitPass services

6.1.1 The FitPass service is complex and consists of content management of www.fitpass.rs website, the processing of financial transactions related to the service, organization and mediation in the sale of services and the provision of services over the Internet.

5.2 Terms of sale

5.2.1 FitPass service is a service provided by Emergo, which is provided according to the pre-published conditions at www.fitpass.rs website.

5.2.2 Emergo, as a FitPass service, sells access to sports and recreational activities on the basis of paying the price of the service, and offers and provides other services/products offered on www.fitpass.rs website.

- 5.2.3 Emergo is obliged to provide all services that are on offer at www.fitpass.rs website in accordance with these TU and Terms of sale applicable on the day the User accepts the offer.
- 5.2.4 For obtaining the FitPass service, the User must use the www.fitpass.rs website through computer equipment for which the User is solely responsible, whether for the procurement, or hardware maintenance and software it uses, or to select the hardware or software through which it accesses www.fitpass.rs website if it does not use its own equipment and software. The user is also responsible for any equipment necessary for accessing and using the website www.fitpass.rs, and also bears all costs related to the use and maintenance of access hardware and software.
- 5.2.5 Prices of FitPass service are presented at www.fitpass.rs website and they include VAT.
- 5.2.6 Emergo reserves the right to change the price of one or more FitPass services at any time without prior notice.
- 5.2.7 FitPass services are offered at www.fitpass.rs website as service packages tailored to different users and the terms of the individual package cannot be changed, but by accepting the service the User accepts the package as a whole.
- 5.2.8 Any FitPass service package allows access to sports facilities that are published as service providers of that package on www.fitpass.rs web site, and use is limited to the terms of use of each individual facility for which Emergo is not responsible, as well as to the type of card, which depends on the selected package.
- 5.2.9 FitPass is not the owner, nor does it own products/services which it offers promotionally through www.fitpass.rs website, all products/services are exclusively owned by Partners of Emergo, and for all the problems and disadvantages that may arise during the actual use of services, including the delivery or defects of the products/services, the Partner of Emergo whose products/services are being offered through FitPass service shall be solely responsible.
- 5.2.10 The requirement to use one of the FitPass services is to open a user account at www.fitpass.rs website.
- 5.2.11 Opening a user account on www.fitpass.rs website is performed by filling in the existing form for opening an account by entering all the requested information about the User into the form.
- 5.2.12 By opening a User Account under Article 5.2.8, the User may sign-in to www.fitpass.rs website, access all content on www.fitpass.rs website, is considered to be a registered user and confirms that these Terms of Sale have been fully read, understood and accepted, as well as the TU and the Privacy Statement.

5.3 Changing the Terms of Sale

- 5.3.1 Emergo reserves the right at any time to modify or terminate any part of the provision of the FitPass service and regardless of whether the change relates to the content of the service or www.fitpass.rs website itself.

- 5.3.2 The changes in Article 5.3.1 include, without limitation, the availability time, the content, and the equipment necessary for accessing or using the website.
- 5.3.3 Emergo may cease sending information or parts of information about FitPass services, may change or terminate any mode of data transfer, may change the speed of data transfer, and any other software related and accessibility features of www.fitpass.rs website.
- 5.3.4 Emergo reserves the right to change the quantity and the type of services offered by the FitPass service packages, as well as the types of service packages themselves, depending on the services offered by the Partner.
- 5.3.5 Emergo reserves the right to change the price of the FitPass service offered depending on the content and type of packages and user cards.

5.4 Complaints and refunds

- 5.4.1 User who is not satisfied with the FitPass service purchased through www.fitpass.rs website can have the right to refund due to the complaint, because Emergo appreciates the User's opinion.
- 5.4.2 The right to a refund is provided to the User who delivers his justified complaint within 14 days of the purchase of FitPass services, in writing to the e-mail address:

kontakt@fitpass.rs

- 5.4.3 Refunds from Articles 5.4.1 and 5.4.2 are possible only when the Partner of Emergo, whose offer exists on www.fitpass.rs website, cannot or does not want to enable the realization of the service in the manner offered on www.fitpass.rs website, and for the duration of the term in which the card can be used.
- 5.4.4 In any case, refund cannot be realized after the deadline foreseen for using the card.

6. Confidentiality Statement

6.1 Confidentiality of information

- 6.1.1 Articles 5.2.9 and 5.2.10 provide that the condition for using one of the FitPass services is to open a user account at www.fitpass.rs website, which is opened by filling in the existing form for opening accounts, by entering all the requested information about the user in the form, and in this way, Emergo becomes the owner of user data, entered by the users themselves.
- 6.1.2 The users are responsible for the accuracy of the data entered, and Emergo is not required to check them individually, but if during the provision of the FitPass service Emergo discovers, either personally or through the Partner that the data is incorrect, it is authorized to terminate the use of FitPass services, to delete the user account with false data, and notify all of the Partners on that.

6.1.3 The information downloaded by Emergo is the User's personal information and general information, and Emergo is authorized to use them to monitor the FitPass project, in order to improve the service, for statistical purposes, and for other similar purposes that are realized exclusively within Emergo.

6.1.4 As a service provider of www.fitpass.rs website, Emergo is making maximum efforts to protect the privacy of the User when online as a user, and to protect his/her personal information and general information.

6.1.5 Personal information

6.1.5.1 Personal information is information that is specific to each user. In order to provide service via www.fitpass.rs website, the User is required to enter in the appropriate Internet form his personal information necessary for the use of a particular option.

6.1.5.2 Personal information such as name, surname, address, e-mail address, phone number, date of birth, etc. are necessary when using the option of ordering/reserving/accepting a product/service offer.

6.1.5.3 If payment of the accepted product/service is done through www.fitpass.rs website, the User is required to provide Emergo with information on the number of the payment card through which the payment is made, the date of its validity, the code for its authorization, and, depending on the card, other information necessary for its use.

6.1.5.4 Depending on the service the User wishes to use on www.fitpass.rs website, some information is specified as obligatory and some as voluntary. In case the User does not want or cannot enter the information that is considered obligatory for certain products/services, the User will not be permitted to use that product/service through www.fitpass.rs website.

6.1.5.5 Emergo uses Personal Information of the User solely and only to offer the best products/services, to improve the work of www.fitpass.rs website, to secure administrative data checks, to ensure contact with the user, to improve its advertising and promotional results, and to improve its product/service offerings in the market, as well as for the purpose of cooperation with law enforcement institutions.

6.1.5.6 Emergo reserves the right to display the personal data of the User only to the financial institution (the bank) and the Partner from whom the User has purchased a particular product/service, and only such data which serve the purpose of realization of the purchase. Emergo disassociates from any possible use of forwarded personal data by other persons for any other purpose than stated, therefore it may not be liable for any damage that might be caused by such use by other persons to the User.

6.1.5.7 Emergo reserves the right to keep the User's personal data even after the expiration of the contractual or subscription relationship, or the use of the service, to facilitate the conclusion of a new subscription relationship.

Preservation is carried out in special places that are not available to anyone except authorized employees of Emergo.

6.1.6 General information

6.1.6.1 General information is information that does not specify a single User and relates, for example, to data on which website the User visited before or after a visit to www.fitpass.rs website, which type of browser the User uses and/or the User's Internet Protocol (IP) address.

6.1.6.2 This type of information is automatically collected with the help of electronic tools when the User visits www.fitpass.rs website.

6.1.6.3 Emergo can use General information without limitation to solve problems with the administration of www.fitpass.rs website, in order to improve its advertising and promotional results and improve its product/service offer on the market, analyze trends, collect demographic data, analyze compliance with positive regulations and to cooperate with law enforcement institutions.

6.1.7 Email Messages

6.1.7.1 After opening an account at www.fitpass.rs website, and registration, the User will receive emails from Emergo, including Administrative emails and Promotional e-mails.

6.1.7.2 Administrative email messages refer to user activity on www.fitpass.rs website and include messages related to the user's account, requests, inquiries and messages relating to the purchase or payment of products/services. Receiving this type of message is obligatory, and the option of receiving cannot be turned-off by the User.

6.1.7.3 Promotional email messages serve to advertise products/services from FitPass offers, and such messages are sent to Users who have chosen the option to receive Promotional email messages. In case the User does not want to receive such messages, at any time after the registration, he can cancel their receipt by sending an email with such a request.

6.1.8 This Privacy Statement refers to the confidentiality of data that have been collected and archived in the Emergo database from use of www.fitpass.rs website by the User.

6.1.9 Emergo reserves the discretion to alter this Statement at any time, and the amended text of the Statement becomes valid immediately after its publication on www.fitpass.rs website.

6.1.10 Continued use of www.fitpass.rs website after modification of the Statement implies that the User has accepted all the conditions of the amended Statement, and is therefore recommended that the User periodically reads again the information contained in the Statement in order to be informed of any changes.

6.2 Payment security

6.2.1 When paying with a payment card, the User enters the data from Article 6.1.5.3 as mandatory and these data are considered confidential and specially protected.

6.2.2 Confidential information from a payment card is transmitted through a public network in a secure (encrypted) form using the SSL (Secure Socket Layer) protocol and the PKI system. The security of the User's payment card information at the time of purchase is guaranteed by the payment card processor, Acquirer, so the complete collection procedure is carried out on the banks' websites.

6.3 Communication

6.3.1 The user agrees that all interactive options, and in particular communication via private messages, chats, blogs, forums or other similar ways of sending messages or communicating with each other, are of public character and do not have the status of confidential information, and therefore Emergo can monitor the stated content of user communications without their knowledge and special approval.

6.3.2 Since Emergo does not control or authorize the content of messages or information that can be found on www.fitpass.rs website, Emergo is not and cannot be held liable for the actions that the User undertakes in any part of www.fitpass.rs website, neither for content that the User could place on the same.

7. Juvenile users

8.1 Independent use www.fitpass.rs website for persons under the age of 14 is prohibited and they can use the site only under supervision of their parents or custodians.

8.2 Persons under the age of 14 may use FitPass services in a limited manner by using the services of their parents or custodians, while the parent or custodian must be present when using the FitPass card, and only one person can use it on that day.

8.3 Persons older than 15 years and younger than 18 years can use FitPass services only if they have their own ID card and their own payment card.

8. Emergo's Limitation of liability

8.1 The User understands and agrees that www.fitpass.rs website, its contents, as well as the FitPass services, are used exclusively on User's personal responsibility.

8.2 Emergo limitation of liability due to technical shortcomings

- 8.2.1 The user is aware of and agrees with the fact that when using the Internet, sometimes there may be technical problems in the functioning of the same, and correspondingly with the breach of services on www.fitpass.rs website. Such and similar events are beyond the possibility of control by Emergo, and for this reason Emergo cannot be held liable for any loss of data or any other event that may occur during the provision of services on www.fitpass.rs website.
- 8.2.2 The user agrees with that access to www.fitpass.rs website may sometimes be interrupted, temporarily unavailable or banned for reasons of regular site maintenance and other reasons for which Emergo is not responsible.
- 8.2.3 Emergo is by no means responsible for any damage that may result from use, or due to the inability to use www.fitpass.rs website partially or completely. The User explicitly declares that he will not consider responsible Emergo, its branches, responsible persons in the company, employees and agents to compensate for any damages and costs, including the costs of legal representation that may arise from the use of the www.fitpass.rs website by the User.
- 8.2.4 Emergo, as well as any third party associated with it, does not guarantee in any way that the use www.fitpass.rs website will not be interrupted, or that it will be without any difficulty in use. Also, Emergo can neither be responsible for the consequences that may arise from the use of this website, nor for the accuracy, reliability or content of any information, service, or merchandise supplied through www.fitpass.rs website.
- 8.2.5 Emergo excludes any liability for any damage to the equipment, hardware and software of the User that may arise as a result of the use of the www.fitpass.rs website.
- 8.2.6 This Statement of Liability relates to any incurring damages or possible injuries caused by any error, deletion, interruption, computer virus, failure, delay in operation or transmission, termination in the communication line, theft, termination of a contract, destruction or unauthorized access, changes or misuse of records, inappropriate behavior, negligence, or any other act.
- 8.2.7 Due to the nature of the Internet network, Emergo cannot guarantee the complete protection of any information transferred to, or from, www.fitpass.rs website and therefore is not and cannot be held liable for any possible harmful acts by third parties who receive and use such confidential information or alienate such information without authorization.
- 8.2.8 Information that the User publishes in public areas of www.fitpass.rs website may also be available to other Users and third parties and as such may appear without the knowledge of the User on another Internet

websites or web search engines, and Emergo is not and may not be liable for any damages incurred to the User in this case.

8.2.9 This Statement applies only to the use of information collected by Emergo from the User of www.fitpass.rs website. Other websites that can be accessed via www.fitpass.rs websites have their own specific confidentiality statements. Since Emergo is not in any way responsible for the ways and conditions of work of third parties, the User is advised to carefully review the confidentiality statement of such website before using these other websites.

8.2.10 A user who wants to actively cooperate to improve data protection, or has questions about it, and if he wants to update or change some of the data, he/she may contact Emergo at email address kontakt@fitpass.rs.

8.2.11 By registering/opening a user account at www.fitpass.rs website, the User shall be deemed to have read, understood and accepted the Statement of Confidentiality of Data as a whole.

8.3 Emergo's Limitations of liability in the case of content being posted by the User or third parties

8.3.1 The User agrees that Emergo is not responsible for the inappropriate or unlawful conduct of other Users or third parties and that the risk of possible damage is entirely of the User.

8.3.2 Emergo does not guarantee the accuracy, completeness or usefulness of any content on www.fitpass.rs website posted by the User, third parties or unauthorized users.

8.3.3 Emergo is not and may not be liable for any possible loss or damage incurred by the User on the grounds that the User relied on the information obtained at www.fitpass.rs website.

8.3.4 Emergo explicitly dissociates, in every sense, from the content of the material on third party websites, which could be accessed from www.fitpass.rs website. In the event that the User accesses third party websites, he does so exclusively and solely on his own responsibility, which implies any exclusion of Emergo's liability.

8.3.5 Emergo disassociates from possible use of any of User's personal information by other persons to whom this information must be transmitted, for any other purpose different from the one for which the information was forwarded, therefore it is not and may not be liable for any damage to the User based on such disclosure.

8.4 Emergo's limitations of liability for services/products

8.4.1 Emergo is not the owner, nor does it own products/services promoted through its own www.fitpass.rs website, and therefore it cannot be held accountable for any potential legal and material defects of the product/service, or for any other problems and defects that may arise when using the services offered. For any possible defects related to delivery or shortcomings

of products/services provided by any Partner of Emergo, the liability lies solely with that Partner.

9. Termination of customer relationship

9.1 Emergo can at any time terminate the user relationship with any of its Users and terminate its passwords or user accounts. In this case, the conditions relating to the liability and obligations of the User shall not cease to apply

10. Nullity of TU, Terms of sale and Privacy Statement

10.1 In the event that any of the provisions of these TU, Terms of Sale and Privacy Statement are null and void, such nullity will not affect the validity of any other provision of these TU, Terms of Sale and Privacy Statement, so the remaining parts of these TU, Terms of Sale and the Privacy Statement will remain in force, and the null and void provision will be replaced by a valid provision which, in the sense and legal form, most corresponds to the provision that is null and void.

10.2 If any party does not exercise their rights in these TU, Terms of Sale and Privacy Statement, this will not be considered a waiver or loss of these rights, nor any other rights listed herein.

11. Settlement of disputes

11.1 Emergo and the User will try to resolve amicably any disputes that may arise in connection with or from these TU, Terms of Sale and Privacy Statement or in connection with or because of use of www.fitpass.rs website between Emergo and the User.

11.2 If Emergo and the User fail to resolve the dispute amicably, the Third Basic Court in Belgrade will be competent to conduct the dispute, if the User is a natural person, that is, the Commercial Court in Belgrade, if the User is a legal entity.

TERMS OF PAYMENT OF FITPASS SERVICES BY USE OF PAYMENT CARD (hereinafter: "Terms")

posted on: .01/2019

1. Introduction

1.1 This hereby regulates the relationship between you (hereinafter "the User") and

EMERGO SPORT DOO a business and other management consultancy activities company, Belgrade - Savski venac no. 15 A, RN 21054097, TIN 108718719, which is a company registered in the Agency for Business Registers as of 16/10/2014 in accordance with the regulations of the Republic of Serbia, for activity 7022 - consultancy activities related to business and other management (hereinafter: "Emergo").

1.2 These Terms regulate the manner of use of payment cards to pay for services provided by Emergo, which is called by the copyrighted name of FitPass.

1.3 FitPass Services are provided through the website www.fitpass.rs which is considered an internet point of sale, and electronically, by the use of payment cards, only services that are marked as such on the indicated website, and which gross price is expressed in dinars, can be paid.

1.4 Your payment of the FitPass service through the website www.fitpass.rs means that you are fully aware of these Terms, as well as the Terms of Use of the Website itself, the Terms of Sale of Services, and the Confidentiality Statement. If you do not agree with them and do not accept them, please do not use this website, and do not perform payment via payment cards through this website.

2. Changing the Terms

3.1 Emergo reserves the right at all times, and without prior notice, if it deems necessary, to terminate payment by payment cards through the website, and to modify the range of services that can be paid by payment cards on the website.

3.2 Regularly informing the User about changes to the Terms is the sole responsibility of the User.

3.3 In the event of a change, and if the User continues to use payment card payment on the website www.fitpass.rs, it is considered that the User has accepted the new Terms.

3. Rules of payment of FitPass services via payment cards on the FitPass website

3.1 The obligation and duty of the User is to perform payments for FitPass services via payment card on www.fitpass.rs website exclusively in accordance with the regulations of the Republic of Serbia, in accordance with the general moral and ethical principles, and according to the instructions published on the website and in accordance with the Terms.

3.2 Emergo reserves the discretion to independently assess whether or not there has been a violation of the obligations set forth in the Terms by the User, and may accordingly take sanctions against the User.

4. Emergo's obligations regarding payment of FitPass services via payment cards on the FitPass website

4.1 Emergo is required to clearly present the exact description, the gross price in dinars for services that can be paid by payment cards on the website www.fitpass.rs .

4.2 Emergo is obliged to present a clear and detailed description of the manner of delivery of goods and any restrictions, the deadline for delivery of goods purchased, and the manner and time of charging of the account.

4.3 Emergo shall be obliged to present in a visible position on the Internet point of sale all restrictions that may affect the distribution or sale of purchased FitPass cards and other services.

4.4 Emergo is committed to offering Users an option and respecting the choice of the User to refuse to participate in marketing actions and to disagree with the provision of their personal data for use to third parties or businesses.

4.5 Emergo accepts the recall of FitPass services sold by payment cards on the website as a point of sale only under the terms and conditions outlined on the website and in the reclamation procedure.

4.6 Emergo is obliged to accept cancellation of the service if the service is canceled in accordance with the manner and conditions that are clearly published on the FitPass website as an internet point of sale.

4.7 When Emergo determines, under the terms and conditions published on the website, that the User has fulfilled the conditions for refund, for FitPass services that have been paid in advance by a payment card, in whole or in part, and regardless of the reason for the return, Emergo, as the owner of an internet point of sale is obliged to make a refund exclusively through VISA, EC/MC and Maestro payment methods, which means that the bank will, at the request of Emergo, make a refund to the account of the payment card user.

4.8 Emergo accepts all validly presented payment cards, whose logos are displayed on the Emergo's website, and payments are made from the internet point of sale, by a Link to the secure website of the Bank for

electronic payment on which all the operations related to payment by payment card are carried out.

- 4.9 After the realized payment process, Emergo is obliged to submit a payment receipt, in the web form, if the outcome of the payment is successful or unsuccessful, and in the form of e-mail to the address previously registered in the ordering process, only if the payment outcome is successful.
- 4.10 In case of unsuccessful payments, Emergo does not show the reasons for the refusal of the transaction, but may suggest and allow a re-attempt to pay with the mandatory registration of a new transaction.

5. Confidentiality Statement

5.1 Confidentiality of information

- 5.1.1 Users are responsible for the accuracy of the data entered, and Emergo is not obligated to check them individually, but if during the transactions with payment cards it reveals a misuse of such information, it shall promptly inform the bank and the prosecuting authorities on that.
- 5.1.2 As a service provider of www.fitpass.rs website, Emergo is making maximum efforts to protect the privacy of the User when online as a user, and to protect his/her personal information and general information.
- 5.1.3 In order to protect data on the financial transaction, Emergo is only responsible for the data that is left on the Internet point of sale and not for the data that the user enters in the bank's secure payment locations.
- 5.1.4 When entering payment card information, confidential information is transmitted through a public network in a protected (encrypted) form. The security of the data during the purchase is guaranteed by the acceptor of payment cards, Societe Generale Belgrade, so the complete process of collection is performed on the bank's website. No information about the payment card is available to Emergo, in any moment.

5.2 Personal Information and Privacy of the User

- 5.2.1 Personal information is defined by the Terms of Use of the www.fitpass.rs website and these conditions also apply to personal information that is left on the specified website for the purpose of payment via payment cards.
- 5.2.2 The user should be warned if online cookies appear during the payment card transaction.

6. Payment using cards issued outside the Republic of Serbia

All payments will be made in the local currency of the Republic of Serbia - Serbian Dinars (RSD). For the informative presentation of prices in other currencies, the exchange rate of the National Bank of Serbia is used. The amount your credit card account will be charged for will be expressed in your local currency through conversion into the same at the rate used by card associations/ your

issuing bank, of which we are unaware at the time of the transaction. As a result of this conversion, there may be a slight difference from the original price listed on our site and the ones you can see on your bank statement. Thank you for understanding.

All payments will be effected in Serbian currency - dinar (RSD). The amount your credit card account will be charged for is obtained through the conversion of the price in shown currency into Serbian dinar according to the current exchange rate of the Serbian National Bank. When charging your credit card, the same amount is converted into your local currency according to the exchange rate of credit card associations / your issuing bank. As a result of this conversion there is a possibility of a slight difference from the original price stated in our web site and your credit card bank statement. Thank you for your understanding!

7. Contact Info

e-mail: kontakt@fitpass.rs

mob: +381 69 102 20 60