

## CONTRACT – TERMS OF PARTICIPATION

### 1. Operating framework – terms of participation – member admittance

The Athlesis fitness studio operates for members who have acquired any of the service-credit cards and workout plans set forth below and who are granted the exclusive right to access and use the facilities in accordance with the terms of this Contract and the attached Regulation. Athlesis is owned by a limited partnership under the brand name "ATHLESIS G.P." («ΑΘΛΗΣΙΣ Ο.Ε.» - hereinafter referred to as "the Company"), based in Athens, 25 Tsakalof Str., Tax Registration Code: 800554951 with the 4th Tax Office of Athens, Company Registration No. 343474, which operates lawfully by virtue of the licence for establishment and operation (Ref. No. 9881/15.1.2015) issued by the General Secretariat for Culture and Sports and which is legally represented by the limited partners and managers, Nicolaos Gazetas and Panagiotis Dorbarakis.

Membership is granted only to adults and their children, as long as the latter participate in programmes intended for minors. The member explicitly and responsibly affirms to the Company that both they and their child are in good shape and totally healthy and assume responsibility for their participation in exercise routines. Prior to using the facilities, services and equipment of Athlesis, the member is required to present the Management of Athlesis with a general practitioner's, cardiologist's or public hospital's medical report stating that they are fit to exercise without risk to their health.

The Company reserves the right to exercise absolute discretion as to whether it admits or excludes any membership application for participation in the services of Athlesis. Once a member is admitted by the Company, this Contract, including its specific terms and agreements, is drawn up.

Active members are issued with an Athlesis membership card, which grants them those rights and privileges accorded to the credit tier (hereinafter credits) that they have purchased. One (1) credit equals one (1) euro in value. The card is activated on such date as full payment is received for the first credit package of choice.

Unless explicitly stated otherwise in this Contract or Regulation, the membership card is strictly personal, non-assignable and non-transferable to any third party. Members are not allowed to loan or give their membership card to a third party (be it already a member or not).

Members are expected to prepay the cost of the programmes and services they wish to receive, by loading the respective credit/ purchased credits onto the card they have been issued with. Such credits are to be purchased either by credit card (the one designated by the member) or in cash at the offices of Athlesis.

### 2. Purpose and duration of the Contract – modus operandi – repudiation – early termination – renewal.

The purpose of this contract is to define the framework for the use of selected credits in the specific programmes offered by Athlesis, as such programmes are described in the additional Contract Annex-Programmes & Services Price List attached to this Contract and forming an integral part thereof. The Company in any event reserves the right to modify the programmes included in the Annex at any time, depending on demand for them and/ or special requirements.

This Contract comes into effect as soon as it is signed and the selected credits or other exercise packages are purchased and paid for and expires either as soon as all the credits purchased have been used on Athlesis' programmes or as soon as the time limit on each exercise package elapses, as per the attached Programmes & Services Price List, as it stands at any given time. The purchase of new credits or of an additional exercise package will automatically mean the renewal of this Contract. The Company reserves the right to adjust credits packages and/ or the costs of programmes and services after a member's first credits package has expired.

Since the number of participants in Athlesis' programmes is fixed, the member is required to reserve a spot in the programmes of their choice ahead of time, either in person or by phone or via the website [www.athlesis.gr](http://www.athlesis.gr), at which time it will be deemed that they have used the respective credits accorded to the selected programme and these will accordingly be deducted from the total of credits purchased.

In the event of a member's failure to attend a programme that they have pre-booked for any reason, such member hereby agrees that the service shall be deemed fully delivered and the respective credits duly spent, as if the member had participated in the selected programme.

The member will not be charged and consequently the respective credits will not be deducted from their programme package if they cancel their participation in the programme in time, ie. five (5) hours before the programme starts at the latest.

The member has the right to repudiate the Contract within thirty (30) calendar days starting on the day after receipt of an original copy of this Contract. The right of repudiation occurs within the aforementioned timeframe, exclusively in writing to the Company with the member submitting a completed copy of the repudiation declaration specimen attached herein by means of a simple letter-repudiation declaration. The withdrawal is submitted to the Company either in person or by fax or by registered mail and means the termination of this Contract as of the date the Company has received same, as long as the dispatch by registered mail took place within the timeframe of thirty (30) calendar days.

The member has the right to terminate the contract before the expiry of the agreed program at any time throughout the duration of the Contract and after the lapse of the timeframe starting upon receipt of the Contract as set forth in the previous paragraph.

In the event that the member exercises the said right to repudiate or terminate the Contract, they are liable to full payment for services received and promptly return the membership card issued for their own use at the commencement of the Contract. The Company is also entitled to compensation from the member which amounts to 2.5% of the value of the remaining unused programme, depending on the credits package or other exercise package the member selected.

Upon termination of the member's participation in the programmes of Athlesis in accordance with the conditions above, the Company shall notify the Bank to waive the charges that concern the unused programme, if payment was made by credit card, or shall refund the cash difference, if payment was made in cash, in both cases withholding only the amount of thirty (30) euros, that goes towards handling fees and the issue of the membership card.

The Company reserves the right to suspend and terminate a member's subscription or refuse to renew a member's credits, without any obligation to refund them for any amount paid, in case of severe repeat breach(es) of this Contract and/or the Regulation of Athlesis. The Company may also terminate a member's subscription in case the latter owes the Company any amount of money for a period greater than thirty (30) calendar days.

Please note that the prices of credits packages are subject to increase in the event of a respective increase in VAT.

### 3. Limitation of the Company's liability

The Company and its employees are not to be held responsible to members for any loss, damage or theft of personal effects belonging to the member or any of their guests, no matter how such incidents may occur on the premises of Athlesis. Members are to exercise

caution in securing at their own risk and storing their personal effects in the lockers provided by the Company for this purpose the whole time they remain on the premises of Athlesis.

The Company and its employees are not bound by or check the accuracy and veracity of the member's affirmation that they are in good physical condition and able to exercise without risk to their health. The member acknowledges that they are fully responsible for their exercise and the use of services on the premises of Athlesis and indemnifies the Company and its employees against any health problems that may arise during a member's visit at Athlesis.

In addition to the above, a member that decides to participate in the activities of Athlesis during pregnancy, hereby declares that they assume exclusive responsibility for their participation and that they have already consulted their doctor and received their consent as regards exercising during pregnancy. Members ought to adhere to the doctor's suggestions as to what activities should be avoided during pregnancy and they are solely responsible for that. The Company and its employees are not bound by or check the accuracy and veracity of the member's affirmation that they are able to exercise without risk to their health or that of their unborn child.

The Company and its employees shall not be deemed responsible for any skin irritation or other kind of allergic reaction caused by the use of oils and other substances, used in massage therapies. Before making use of the massage service, the member is required to inform the massage therapist if they happen to suffer from allergic or other medical conditions, as well as if they are pregnant, so that the service can be modified accordingly.

#### **4. Non-transferability of Contract**

Each credits package purchased by the member for use on programmes and services of Athlesis in non-transferable, non-assignable and tied to the member in question.

#### **5. Opening hours**

Athlesis' opening hours are set by the Company and announced to members. Such hours are subject to change at the Company's discretion. In the interest of convenience to all members and the operation of Athlesis, members are required to arrive ten (10) minutes before the start of their chosen programme, keep to the times booked for use and depart from the facilities in a timely manner and anyway before the prescribed closing time. A belated arrival does not extend in any way the time of the member's departure from the exercise facilities and premises of Athlesis.

#### **6. General Terms**

The member confirms to the Company that all the information and assurances they provide are entirely accurate. Any provision of inaccurate information or forged certificates by the member will result in the immediate termination of their subscription and the assumption of any measure against them deemed necessary by the Company.

The Company shall not be held responsible for any temporary disruption in the operation of certain Athlesis' facilities.

The Company reserves the right to modify, add or remove services and facilities from Athlesis at any time and at its absolute discretion, even if they differ from the attached Annex.

The Athlesis' Regulation is an integral part of this Contract and the member is obligated to fully comply with its terms.

The member understands and agrees that any information provided by themselves and the personal data given to the Company by themselves will be entered into the Company's member register of Athlesis and imported as data in the information system of the Company. Under Act 2472/1997 about the "Protection of Individuals with regard to the processing of personal data", as applied, the member has a right of access to personal data concerning themselves and may request its correction upon written request. The Company will consequently deliver a hard copy of the member's personal data. The Company reserves the right to use such data to inform members of the activities of Athlesis.

It is understood that the ownership of the membership card remains with the Company and that the Company supplies same for use only to active members with no outstanding balance. The member ought to keep the membership card supplied to them in good condition. In the event of membership card loss or damage for any reason, the member is liable to replacement costs of fifteen (15) euros.

It is agreed upon that all the terms contained herein shall be considered essential. Any disagreement or dispute between the Company and member that may arise in relation to the interpretation and execution of the terms of this contract may be resolved through an out-of-court settlement in the first instance, with recourse to Amicable Settlement Committees or the Consumer Ombudsman. Ultimate competence lies with Athens Courts.

#### **7. Athlesis Privacy Policy**

The management and protection of user's personal data is governed by these terms, by the provisions of Law 2472/1997 (as amended) and by European law. The Company has taken all necessary measures to safeguard the confidentiality of user / customer information. The Company maintains and processes a computerized file of personal data, which records the information that users / clients voluntarily declare.

##### **Personal Data Collected**

- Data we collect directly from you when signing your contract: Name, Surname, Address, City / Region, Postal Code, Mobile Phone, E-mail, Date of Birth.
- Sensitive Physical and Health Data in order to create an appropriate and personalized exercise list.

##### **Collection and use of personal data of minors**

The ability to subscribe to the service, as well as the possibility of signing the contract with the Company, is only addressed to persons over the age of 18, unless the parent has consented. If it is found that any personal information has been collected from a minor without this condition being met, such information will be deleted as soon as possible.

##### **Purposes of processing your personal data.**

The purposes for which we process your data are as follows:

- Support, promotion and execution of the service provided to customers.
- Sending email, SMS or other electronic media information about the services, new products and general offers of the Company.

- Send by email, SMS or other electronic means the welcome letter of the Athlesis members, acceptance of their Athlesis service through a waiting list and service invoices / invoices.
- Sending with the above means: membership notice expiration notice, failure to complete services and completion of first Athlesis service

#### **Data Transmission**

The Company may transmit the personal data of the users / customers to all departments of the same Company as well as affiliated companies, natural persons of the same Company or any other recipient required to carry out the cooperation. In any other case that requires your personal data to be transferred to another Company for any other processing purpose, we will notify you in advance of the transfer.

We always take care of and control our partners to take the same measures of protection of your personal data with our Company during the relevant processing, which can only be implemented within our express and written mandate.

#### **Time of Privacy**

The Company maintains and processes your data only for the time it takes for the purposes of collecting and processing the data. Subsequently, and if no Athlesis service has been used for a period of five (5) years, such data is deleted in a secure manner.

#### **Privacy Policy**

The data collected is relevant, appropriate and not more than required in view of the processing purposes for which it is collected. The personal data processing process is conducted in a way that ensures its confidentiality. The Company and its affiliates use the appropriate technical and organizational security measures, follow rules and other procedures to protect your personal data from any unauthorized access, misuse, alteration, forbidden dissemination, disclosure, loss or accidental / unlawful destruction and any other form of illicit processing.

#### **Your Rights**

Under certain circumstances and by law, you have the right:

- Keep in mind that we keep your personal data and, if so, what these data are and why we maintain / use them.
- Request access to your personal information. This enables you to receive a copy of your personal data that we maintain and check if we process it legally.
- Ask for the correction of your personal data we maintain.
- Ask for the deletion of your personal information.
- You oppose the processing of your personal data when we invoke a legitimate interest (or third party interest) but your specific situation makes you want to oppose processing for that reason. You also have the right to object when we process your personal data for direct marketing purposes.
- Oppose automated decision making.
- Ask to restrict the processing of your personal data.
- Requesting the transfer of your personal data to you or another party ("data portability") in electronic and structured form.
- Withdrawal of consent. Once we have received notice that you have withdrawn your consent, we will cease as soon as possible to process your data for the purpose or purposes for which you originally agreed, unless we have another legal basis for doing so legally. If you wish to exercise any of these rights, please contact the Company.

Users / customers explicitly acknowledge and accept the maintenance and processing of their personal data by the Company in the manner described, recognizing that non-acceptance inevitably results in the revocation of the Athlesis service to them.

## **ANNEX (I) ATHLESIS' REGULATION**

#### **Members**

Entry to Athlesis fitness studio (owned and run by a general partnership named "ATHLESIS G.P.", hereinafter referred to as "the Company") and access to its facilities is permitted only to active members with no outstanding balance, during the opening hours of Athlesis, under the terms and restrictions of this Regulation.

Members may enter and use the facilities by using their membership card, provided that it is valid. In case of a member's arrival without a membership card, the member is required to present their Identity Card/ some form of identification. In any case, the management of Athlesis has the right to deny entry to the member that arrives without a membership card.

On each visit, the member of Athlesis is given a towel by the Company for use only within the facilities of Athlesis. The towel must be returned to the Company before the member exits the premises.

#### **Children**

Entry is permitted to minors for the sole purpose of their participation in the childrens' classes offered by Athlesis and, depending on the type of programme and their age, they must be accompanied by an adult, who bears exclusive responsibility for their behaviour and safety. The Company may at any time and at its discretion alter or limit the hours during which children's programmes may be carried out at Athlesis.

#### **Member behaviour and attire**

Members must display proper conduct while on the premises of Athlesis. They must respect other members' and the Company employees' privacy and dignity and not disturb other members in any way. Namely, loud shouts, abusive or vulgar language, threats, physical violence, insults or harassment of other members or Company staff members are not permitted. Even the slightest breach of this term is grounds for the Company to explore the possibility of terminating the offending member's Contract.

Any complaint must be communicated either in private to the Management of the Company or in writing via the Complaint Box in the lobby.

Smoking is strictly prohibited in all areas of Athlesis.

#### **Use of the gym and hygiene rules**

In order to use the facilities of Athlesis, a general practitioner's, cardiologist's or public hospital's medical report is required before using same for the first time.

Also, before using the facilities of Athlesis, each new member is required to schedule a meeting with a trainer of the Company, who will offer advice and instructions on exercising and any matter pertaining to their exercise at Athlesis.

Members must ask for instructions on how to use exercise machines they are not familiar with. Members are not allowed to invite personal trainers not employed by the Company onto the facilities of Athlesis.

The time spent in the free weights areas at Athlesis must on no occasion exceed eighty (80) minutes per visit.

During peak hours, the time spent on exercise machines must be limited to the absolute minimum. The towel provided to members by the Company must be used on the machines and mats of Athlesis throughout their use in the interest of cleanliness. Members must be decently dressed and their clothes and shoes must be clean and suited for exercise. The use of flip-flops in the changing rooms is necessary.

#### **Group programmes**

Members are not allowed to open the doors of rooms where a group programme is carried out because this disrupts the proper conduct of the class and functioning of the air conditioning system. To avoid disturbing fellow members, members ought to be on time for classes. Members must be aware that they need to pre-book a spot in order to participate in group classes, according to the procedure described in the Contract.

#### **Massage**

Before using the massage service, members are required to arrive ten (10) minutes early to change clothes and inform the therapist about their medical history, especially on the first visit. Members must remove any jewellery and watches and put their mobile phones on silent before the start of the therapy. Members are requested to inform their therapist about the desired massage type and intensity during the therapy, as well as about any abrasions, injuries or pain in specific parts of their body. For reasons of hygiene, members must shower before using the service.

#### **Lockers**

All the lockers, with the exception of particular rental lockers, are available for use by members only during their stay on the premises of Athlesis. Any items that remain inside the lockers after the opening hours of Athlesis will be removed and given to charity if not claimed by their owners within fifteen (15) days. Members must carry their own padlock, which they will use to secure their locker. The Company shall not be held responsible for loss or theft of any item belonging to the member on the premises of Athlesis, regardless of whether it was stored in a locker or not, as the safety of the member's personal effects is the member's personal responsibility.

In the case of a rental locker, the Company will issue an invitation to the member to their lease renewed one month before the lease expires. Once the lease expires and provided that it is not renewed, the member is required to promptly empty the locker. In case of failure to do so, the locker will be emptied by the Company immediately after the expiry of the lease at the expense of the leasing member.

#### **General**

Members must leave the premises of Athlesis in a timely manner before closing time and without delay, respecting its opening hours.

Pets are not permitted on Athlesis' facilities.

Fees for [access to] individual facilities of Athlesis not included in the fixed credits packages shall be determined by the Company, which may modify such fees at its discretion. Also, the Company may provide its members with the option of a personal trainer's services (Personal Training) or other additional benefits under a separate agreement between member and Company, but which incurs extra charges for members, determined by the Company, which may amend same at any time. The discount offered on credits packages for members who buy a prepaid personal training package concerns participation only in group, semi personal space and the gym.

All the terms contained herein are essential. Members' compliance with these terms is a prerequisite for maintaining the high standards of Athlesis' services.

**ANNEX (II)**

**CHARGES OF PROGRAMS & SERVICES**

S 70 euro	70 credits	2 months
M 220 euro	220 credits + bonus 20*	6 months
L 450 euro	450 credits + bonus 50*	1 year
XL basic 348 euro	use of the gym (ground floor) requiring check-in by 17:00 and free at weekends	6 months with a right to cancel within 15 days.
XL more 498 euro	unlimited use of free weights and up to 12 group training sessions/month	6 months with a right to cancel within 15 days.
XL total 588 euro	unlimited use of free weights and up to 16 group training sessions/month	6 months with a right to cancel within 15 days.

<b>Programs and Services</b>	<b>Respective Credits</b>	<b>Programs and Services</b>	<b>Respective Credits</b>
Gym	5	Semi personal 30'	12
Running team	5	Semi personal pilates	20
Group training 30'	6	Personal training 30'	24
Group training 45'	8	Personal training 45'	40
Group training 55'	10	Personal training 60'	45
Pilates	8	Personal training 2 persons 30'	34
Aerial / Pilates sticks / prenatal Pilates/ Pilates Arc	13	Personal training 2 persons 45'	44
		Personal training 2 persons 60'	56