

CLUB MEMBER REGULATIONS

Effective as of 7 August 2024 (updated following the registration, on 30 September 2024, of the merger of the following companies: Well Fitness Sp. z o. o., PREMIUM FITNESS & GYM Sp. z o.o., Umami Fitness Sp. z o. o., UNAGI Sp. z o.o.).

I. Definitions and General Provisions

1. The terms and expressions used in these Regulations and capitalised have the following meanings:
 - a) Mobile Application – software dedicated to the Network, featuring a touch interface and operating on portable electronic devices such as smartphones or tablets (meeting the minimum operating system requirements). The Application enables, among other things, the processing and storage of data, management of an individual Client Account, entry to the Club via a generated QR code, and access to other available functions. The rules for using the Mobile Application are set out in separate regulations. The Mobile Application can be downloaded from the App Store (iOS) and Google Play (Android)
 - b) Regulations, Club Member Regulations – these Regulations, effective as of 7 August 2024.
 - c) Club Member – a person entitled to use the services offered by the Company, who has entered into an Agreement for the use of the Network’s services and holds an active Membership.
 - d) Client – a Member, a person using the Network’s services on the basis of a single-entry pass, or a person using the Club’s services under a partnership programme referred to in point II.14. A Client may be a person who is at least 18 years old, or, with the consent of a legal guardian, a person who is at least 14 years old and not fully incapacitated.
 - e) Club – a fitness club belonging to the Network, operated by one of the Companies listed in point j) below. A list of Clubs forming part of the Network is available on the Website.
 - f) Premium Fitness Club – a fitness club belonging to the Network, whose services are available to Clients upon payment of an additional single-entry fee, or to Club Members holding a Membership that includes access to Premium Clubs, as specified in the Price List. Where Premium Clubs are available, their list is provided on the Website. Certain Premium Fitness Clubs may have separate regulations. As of the effective date of these Regulations, separate regulations apply to the Well Fitness OVO Premium Fitness Club, ul. Podwale 83, 50-414 Wrocław.
 - g) Price List – the document specifying the fees for each type of Membership and other services, available in the Club and on the Website.
 - h) Membership, Pass – the legal relationship between a Club Member and the Company established under the Agreement.

- i) Website – the website providing information about the operation of the Network. As of the effective date of these Regulations, it is available at www.wellfitness.pl. Note that this address may be changed, which does not constitute an amendment to these Regulations.
- j) Company, Companies – the Brand Owner and other entities operating Clubs within the Network, with which Agreements for the use of Network services are concluded. As of the effective date of these Regulations, Clubs are operated by the following Companies:
 - Well Fitness Sp. z o. o. with its registered office in Wrocław, ul. Jana Długosza 74, 51-162 Wrocław, entered into the Register of Entrepreneurs of the National Court Register in the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register, under KRS number 0000388795, NIP (Tax ID) 6912483942, REGON (Business ID) 021523888, share capital of PLN 8,329,800.00, being the Brand Owner;
 - Elford sp. z o.o. with its registered office in Warsaw, al. Jerozolimskie 96, 00-807 Warsaw, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under KRS number: 0000765146, NIP (Tax ID): 5252775950, share capital of PLN 6,455,000.00;

An up-to-date list of Companies, specifying the Clubs operated by each Company, is available on the Website.

- k) Network – the network of fitness clubs operating under the “Well Fitness” brand, owned by the Brand Owner. The Clubs within the Network are operated by the Companies (including the Brand Owner). Companies other than the Brand Owner operate Clubs and use the Network’s trade marks and branding on the basis of agreements concluded with the Brand Owner.
 - l) Client Portal – an online system accessible through the Website, allowing logged-in users to manage their Membership, including payment management, booking group classes available at the Club and using other functionalities. The rules for using the Client Portal are set out in separate regulations.
 - m) Agreement – the agreement for the use of Network services, concluded on the terms set out in these Regulations and in accordance with the scope of services purchased, as specified in the Price List.
 - n) Brand Owner – the entity holding all rights to the Network’s trade marks and responsible for establishing its operational standards, namely: Well Fitness Sp. z o. o. with its registered office in Wrocław, ul. Jana Długosza 74, 51-162 Wrocław, entered into the Register of Entrepreneurs of the National Court Register in the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register, under KRS number 0000388795, NIP (Tax ID) 6912483942, REGON (Business ID) 021523888, share capital of PLN 8,329,800.00.
2. These Regulations constitute a model agreement as defined in Article 384 of the Polish Civil Code and define the rights and obligations of the Companies and of persons using the fitness clubs forming part of the Network.

3. These Regulations apply also to any promotional campaigns organised by the Company.
4. The Companies provide sports and leisure fitness services to individual and corporate Clients.
5. These Regulations apply to all Clients using the Network's services.
6. These Regulations are effective as of 7 August 2024 and replace all previous Member Regulations applicable within the Companies, concerning the rights and obligations of the Companies and of persons using the fitness clubs forming part of the Network, as well as the Regulations on the Conclusion and Performance of Agreements in the Fitness UP Network dated 26 August 2022, applicable to the club in Gdańsk, ul. Spacerowa 65, 80-299 Gdańsk, operated by UNAGI Sp. z o.o., with its registered office in Skórzewo (60-185), ul. Księdza Stanisława Kozierowskiego 4B, unit 110.
7. These Regulations are available on the Website and in every Club.

II. Conclusion of the Agreement and Club Membership

1. Under the terms set out in these Regulations, the Companies provide the following services to Clients:
 - a) they enable Clients to use the services of Clubs forming part of the Network on the basis of an Agreement concluded with the relevant Company, as well as to persons participating in a partnership programme or using the Network's services on a single-entry basis; Club Members are entitled to use the services of all Clubs within the Network, including those operated by Companies other than the Company with which the Member has concluded the Agreement. Access to Premium Fitness Clubs is available only upon payment of an additional single-entry fee or with a Membership plan that includes access to Premium Fitness Clubs, as specified in the Price List;
 - b) they provide access to an individual Client Account within the Client Portal and Mobile Application, allowing Clients who have registered via the Client Portal or the Application to manage their Membership. Each Member is required to maintain an active Client Account in the Portal in order to manage their Membership. The use of the Mobile Application is necessary to generate the QR code required for Club entry.
2. An Agreement between the Member and the Club may be concluded:
 - a) in the Club or outside the Club premises (e.g. during events) – by signing the Agreement, registering in the Client Portal, creating a Client Account, selecting a Membership plan and paying the corresponding fee in advance, as specified in the Price List;
or
 - b) by creating a Client Account in the Client Portal available on the Website, selecting a Membership plan and paying the corresponding fee in advance, as specified in the Price List.
3. The Agreement with the Club Member is deemed concluded only once payment has been made in accordance with the Membership terms. Failure to make payment means that the Agreement has not been concluded.

4. A single-entry pass may be purchased only in the Club, upon payment of the fee specified in the Price List. Anyone purchasing a single-entry pass must register at the Club reception desk and provide their first name, last name, email address and telephone number.
5. When using the Well Fitness OVO Premium Club, ul. Podwale 83, 50-414 Wrocław, Clients must comply with the separate regulations applicable to that Club.
6. A Client may only be a person aged 18 or over. With the consent of a legal guardian, a person aged 14 or over who is not fully incapacitated may also become a Client.
7. The document that provides proof of membership and thus the right to use the services of the Club is either a valid identity document with a photograph or a Membership Card (if issued) together with an identity document. Club staff are entitled to request presentation of these documents or to deny entry to anyone who fails to present them.
8. Entry through the Club gate is made using either a QR code generated via the Mobile Application or a Membership Card (if issued). After leaving the Club, re-entry is permitted only after 30 minutes have elapsed. Where available, entry to a Club may also be verified via biometric data (fingerprint or iris scan). Biometric data are processed only with the Client's explicit consent. In such a case, the biometric data will be stored by the Club solely for the purposes of enabling entry and exit from the Club and monitoring attendance frequency.
9. If a Club Member has an active Membership but cannot generate a QR code in the Mobile Application, does not possess a Membership Card (if issued) or has not consented to biometric data processing as referred to above, access will be granted by Club reception staff upon verification of identity using a valid ID. If the Club operates during night hours, such access is possible only during reception opening times.
10. In the cases referred to in point VII.6 of these Regulations, the Company may refuse Membership or terminate the Agreement, with or without notice.
11. Members must promptly notify the Company of any changes to their personal data, including payment card details used for Club Membership payments.
12. The Company reserves the right to refuse to conclude an Agreement if it has reasonable grounds to believe that doing so may endanger the safety of Clients, disturb order in the Club or otherwise harm the interests of the Company, the Brand Owner or cooperating entities.
13. If the Agreement is concluded online or outside the Club (e.g. during events), the Member has the right to withdraw from the Agreement within 14 days of its conclusion without giving any reason. In order to exercise the right to withdraw from the agreement, the Club Member must notify the Club about their decision on withdrawal from this agreement by means of an explicit declaration (sent by post or email to the Club's address). The withdrawal period is deemed observed if the notice is sent before the 14-day time limit for withdrawing from the agreement expires. In the event that an agreement is concluded in the manner referred to in this paragraph, services may commence only after the withdrawal period has elapsed, unless the Club Member submits a statement requesting that the Agreement be performed before the expiry of that period. In the event of

withdrawal, the Company will refund all payments received, unless the Member used the Club's services before the expiry of the withdrawal period. In such a case, the Company is entitled to charge a fee equal to the number of entries made before withdrawal multiplied by the single-entry rate set out in the Price List. Refunds will be made using the same method of payment used for the original transaction, unless the Club Member expressly agrees otherwise. No additional charges will be imposed on the Club Member in connection with the refund. The right of withdrawal does not apply to services that have been fully performed.

14. In some Clubs, access may be available to persons using partner programmes (e.g. Medicover Sport). Where this option is available, users of such programmes must register at the Club reception desk before using Club services. For certain partnership programmes, the data required for identification of users of partner programmes may be collected automatically when registering entry to the Club.

III. Transfer of a Pass

1. A Club Member may transfer their rights under the Agreement to another person, provided that the Company is notified in writing in advance, gives its consent to the transfer and the transfer fee specified in the Price List is paid.
2. For the transfer to be effective, both the transferor and transferee must be present together at the chosen Club, sign the transfer declaration, create a Client Account for the new Club Member, provide address and payment-card details, and accept these Regulations.
3. Passes with debt may not be transferred.
4. Transfer takes effect on the first day of the following calendar month, unless the Member's Agreement provides that it takes effect on the first day of the next billing period specified in the Agreement.

IV. Types of Memberships and term of the agreement

1. Two types of Passes (Memberships) are available in the Clubs:
 - a) Prepaid Pass (Membership);
 - b) Auto-renewable Pass (Membership);
2. For a prepaid pass, the membership is renewed each time after advance payment for the next period – the agreement with the Company is concluded for a fixed term of one, three, six or twelve months (prepaid pass).
3. For an auto-renewable pass, the Agreement with the Company is concluded for an indefinite term, and payment for the first month is made on the day the membership is purchased, in an amount proportionate to the number of days remaining in that month. Subsequent payments are made in advance on the first day of each month,
4. unless the Agreement specifies different payment dates.
5. A Club Member has the right to suspend their membership by submitting a written declaration at the Reception Desk or by email to the relevant Club, for a period not exceeding three months per year, counted from the date of the Membership's commencement. If the Agreement provides for billing periods other than calendar months, the suspension of Membership is granted for up to three billing periods

specified in the Agreement. Each suspension requires advance payment of the fee specified in the Price List. The term of the Agreement is automatically extended by the duration of the suspension. No monthly membership fees are charged during suspension.

6. Suspension must be requested no later than the 25th day of the month preceding the month in which the suspension is to take effect, or, if the Agreement provides for different billing periods, at least five days before the start of the next billing period specified in the Agreement.
7. Only auto-renewable Passes may be suspended. The prepaid passes referred to in point IV, paragraph 1 of the Regulations may not be suspended. Membership may be suspended only for a minimum period of one month, or, where the Agreement provides for other billing periods, for at least one full billing period.
8. An active suspension of Membership may be shortened no earlier than 14 days after its start; in such cases, the suspension fee is non-refundable.
9. After the suspension period expires or is shortened, the Membership will automatically resume, and regular monthly Membership fees will be charged again.
10. Club Members may submit suspension requests in person, through an authorised representative at the Club reception or by email to the address of the given Club.
11. Membership cannot be suspended if the Member has outstanding payments or other financial obligations arising from the Membership Agreement.
12. During the suspension period of the Club Member's rights, the Club Member is not entitled to enter the Club, and the Company is not obliged to provide the suspended Club Member with any services connected with access to the Club.
13. It is not permissible to terminate a suspended Pass, nor to suspend a Pass for which a termination notice has already been submitted.
14. The Companies reserve the right to introduce other types of passes and additional services beyond those specified in these Regulations. Introducing new passes or services does not constitute an amendment to these Regulations and may be governed by separate terms and conditions applicable to the relevant pass, promotion or service.

V. Termination of the agreement

1. A Member may terminate the Agreement only in person at the Club reception desk by completing a termination form or by email sent to the Club's address listed on the Website. The e-mail must be sent from the address assigned to the Client's Account in order to ensure unambiguous identification and must include the following details: full name and date of birth. The notice of termination is deemed submitted on the date the Company receives it.
2. For auto-renewable passes, or where the right to terminate arises from applicable law, the notice period is one month, taking effect at the end of the following month. The Agreement is thus considered terminated at the end of the following month, provided that the notice is submitted no later than the last day of the current month (e.g. if termination is submitted on 17 March, the Agreement ends on 30 April). Where the Agreement specifies a billing period other than a calendar month, the notice period is one full billing period specified in the Agreement.

3. The Company may terminate the Agreement with one month's notice, effective at the end of the next calendar month, only for valid reasons, including but not limited to:
 - a) non-payment by the Club Member within the time limits set out in Section IV (points IV.3 or IV4);
 - b) the Club Member's failure to maintain cleanliness or order after training sessions, in particular failure to return equipment taken for exercises to its designated place or disregard of Club opening hours;
 - c) the Club Member's failure to comply with the established rules of conduct and safety, especially those set out in these Regulations or in the operating instructions for Club equipment.
4. Where the Agreement specifies a billing period other than a calendar month, the notice period is one full billing period specified in the Agreement.
5. In the event of a serious breach by the Club Member of these Regulations, including but not limited to inappropriate conduct, violation of other members' personal rights, conducting or receiving personal training contrary to these Regulations, failure to comply with the filming and photography rules or causing damage, the Company may terminate the Agreement with immediate effect.
6. During promotional campaigns, the rules for termination may differ, as specified in the relevant promotion regulations.

VI. Corporate Agreements

1. For companies, the terms of cooperation are also specified in a separate Agreement. In the case of any discrepancies between the Regulations and the Agreement, the provisions of the Agreement prevail.
2. Any Customer using the Club under a corporate agreement accepts these Regulations and is obliged to comply with them.
3. The payer of the fee for using the Club is the entity indicated in the corporate agreement. If payment is not received by the fifth day of the month, access to the Club is suspended for all individuals covered by the corporate agreement.

VII. General Terms and Conditions of Club Use

1. The purpose of the Agreement between the Company and the Club Member is to provide access to the Club for gym workouts, group fitness classes, personal training sessions (subject to an additional fee specified in the Price List) and other services published on the Website.
2. The Club Member Regulations are designed to ensure an optimal training environment for all Clients. Club staff are available during reception hours to assist Clients, subject to the principles and exceptions specified in these Club Member Regulations.
3. Each Client participates in training sessions at their own risk. In order to obtain information concerning the possibility of performing physical exercises and the absence of any contraindications to attending the Club, the Client should undergo appropriate medical examinations and seek a doctor's opinion. The Company

accepts no liability for injuries or illnesses resulting from incorrect exercise techniques.

4. If a Client experiences discomfort, injury, strain or other health issues, they must immediately inform a Club staff member before commencing training or during the session if symptoms appear later.
5. Clients use the Club at their own risk and may not bring any claims against the Company for injury or health issues resulting from the use of the Club's services, unless caused wilfully or negligently by the Company. Clients must perform exercises in accordance with the equipment instructions or trainer recommendations.
6. The Client should use the Club's premises and equipment according to their intended purpose and in the manner indicated by Club managers or resulting from the relevant instructions or information, and, in their absence, in accordance with good practice and principles of safety. Club managers and staff may request that a Client leave the premises if:
 - a. their conduct endangers the safety of other persons, order in the Club or violates the personal rights of other Clients or Club staff;
 - b. they fail to comply with the instructions given by the Club's staff;
 - c. they fail to follow the operating principles and instructions of the equipment located in the facility, in particular when the Client's conduct threatens to damage the equipment and when the Club Member's conduct is contrary to the provisions of these Regulations;
 - d. in the cases referred to in point X.2.
7. Clients are financially liable for any damage or destruction to premises, equipment or facilities owned by the Company, as well as for damage caused to third parties.
8. If a Club includes a swimming pool area, Clients must comply with the Swimming Pool Area Regulations, attached as Annex No. 1 to these Regulations. The Companies reserve the right to introduce additional regulations governing pool area use not covered in Annex No. 1.
9. Using the Club may involve the recording of the Client's image, including during exercise: (i) by means of a monitoring system, to enhance the safety of persons on the Club premises, protect property, monitor compliance with Company procedures and prevent unauthorised access; (ii) or in situations where the Company wishes to record the Client's image in photographs or films that may be published on social media or on channels belonging to the Company. If the Company wishes to record and later publish such photographs or films, an employee will each time request the Client's consent before taking the photograph. Failure to grant consent will not entail any negative consequences. Such photographs or films may be used by the Company for promotional or advertising purposes.

VIII. Opening Hours

1. Clients may use the Club's premises and equipment during operating hours, depending on the type of Pass held. The types of passes, including their prices, the Club opening hours and other features assigned to a particular type of Pass, are published on the Website. In the case of changes planned by the Company to

the conditions of passes, Members will be informed of such changes in accordance with Article XXII of these Regulations and retain the right to terminate the Agreement in accordance with Article XXII.

2. The Club's opening hours may differ between Clubs and are available at each Club location and on the Website; they may also change depending on circumstances, for example during public holidays.
3. Some Clubs may operate overnight, meaning access to a Club is available to Club Members outside standard hours. If night-time opening is introduced, the Club reserves the right to change the opening hours or to discontinue night-time opening.
4. The Club may be closed temporarily, including for the time necessary to carry out essential renovations or sanitary procedures, as well as in the event of breakdowns. Where the closure of the Club is planned, Club Members will be notified through an appropriate notice in a publicly accessible place. The Companies also reserve the right to temporarily exclude certain Club zones from use.
5. Where justified, the Club has the right to turn off the water in the showers in the changing rooms. The hours of closing the showers will be clearly displayed in each Club.

IX. Conduct

1. The Club operates on the principles of mutual respect, cooperation, openness, and a positive attitude.
2. Clients must comply with all instructions given by Club staff.
3. Clients are required to maintain cleanliness or order after training sessions, in particular failure to return equipment taken for exercises to its designated place.
4. The Club Member is required to change footwear before training or to protect their footwear (with overshoes or foil covers) when entering the gym area without training.
5. It is prohibited to place telephones or other electronic devices on exercise equipment (except cardio machines) or on mats/flooring.
6. In the absence of Company staff, Clients must observe the accepted rules of order and safety, in particular those set out in these Regulations and in the operating instructions of the individual devices located in the Club.
7. If the Club is located in a shopping gallery, shopping centre or hotel, the Clients of such facilities must also comply with all the rules and regulations applicable in the gallery, shopping centre or hotel. The Company does not provide parking spaces. The Client may use parking spaces under the rules set by the owner of the facility in which the Club is located.
8. If the Company is held liable for or remedies damage caused within a gallery, shopping centre or hotel due to the Client's act or omission resulting from failure to comply with the applicable rules and regulations, the Company has the right of recourse against the Client equal to the amount of the claim and costs incurred.
9. The rules of liability referred to in point 8 apply accordingly to facilities located in places other than galleries, shopping centres or hotels.

10. Aggressive conduct, breach of order in the Club or facility in which the Club is located, failure to observe the Club's opening hours or violation of these Regulations entitles the Company to request that the Client leave the Club or facility and to exclude them from membership, thereby terminating the Agreement without notice.
11. The Client is liable for any damage caused through their fault within the Club premises and facilities in which the Club is located.
12. The Client has no right to adjust or change the air-conditioning settings in the Club and is not authorised to adjust the audio equipment volume.
13. Animals are not allowed in the Clubs.
14. The Client may not use the services of personal trainers who do not cooperate with the Club, including online personal training.

X. Personal Training

1. Only personal trainers cooperating with the Company are authorised to conduct personal training in the Club.
2. Without a written agreement with the Company, the Club Member may not conduct business in the Club. In particular, the sale or conducting of personal training sessions (including online) in the Club is prohibited. In the event of a breach of this prohibition, the Company has the right to charge the Client a penalty of PLN 1,000 and may terminate the Agreement with immediate effect.
3. Personal training will be provided in accordance with separate regulations delivered directly to the Client who purchased such a service.
4. Depending on the circumstances, personal training sessions may be carried out either under an agreement with the Company or directly with the trainer, with the specific arrangements agreed individually with the Member.

XI. Handling of Equipment

1. The equipment may be used only for the exercises for which it is intended.
2. Equipment and accessories (dumbbells, barbells, etc.) must be returned to their designated places. They must not be dropped from a height.
3. During breaks between exercises, equipment, dumbbells and machines must be made available to other Clients so that they have free access to them.
4. Machines must be cleaned and disinfected after use with the liquid and paper towels provided in the Club.
5. Any defects or damage to the equipment must be reported immediately to Company staff.

XII. Clothing

1. During training, the Client must wear sportswear and clean sports shoes that cover the toes and heels. Training in outdoor footwear, barefoot or wearing sandals, flip-flops, socks, work clothes or jeans is prohibited.
2. It is forbidden to train without a shirt. Training clothing must cover the chest.

3. For hygiene and equipment maintenance reasons, the use of a towel is required.
4. It is forbidden to remain in the Club wearing clothing containing elements associated with nationalist, Nazi, offensive, vulgar, immoral or obscene symbols, or with communist or other organisations inciting aggression or violence.

XIII. Handling of the Membership Card

1. In the event of loss or destruction of the Membership Card, the Member must notify the Club reception within 7 days of the date of the incident. A new Card will be issued after payment of a fee specified in the Price List available on the Website.
2. Making the Membership Card available to third parties or otherwise allowing third parties to use the Membership is prohibited and will result in a penalty imposed on the Member in accordance with the Price List, and may constitute grounds for the immediate termination of Membership by the Company.

XIV. Group Classes

1. Group classes in the Club are conducted exclusively by instructors cooperating with the Company.
2. Clients participate in classes voluntarily and at their own risk.
3. Prior registration is required for participation in group classes. Group training sessions are held in groups with a minimum of three participants. The above-mentioned classes may be cancelled if the number of interested participants is lower than the required minimum.
4. If a Client is unable to attend a class for which they are registered, they are obliged to notify their absence by telephone at least two hours before the start of the class, unless prevented by a sudden obstacle. The Client must arrive for the class no later than three minutes before it begins. If the Client is late for the classes, the instructor has the right to ask them to leave. This right also applies if the instructor deems the Client's conduct inappropriate or contrary to these Regulations during the group class.
5. If a Client fails to notify their absence twice within seven days, the Company has the right to impose a penalty in the amount specified in the current Price List, available on the Website and at the Club, or to block the Client's ability to register for fitness classes for 14 days from the date the block is imposed.
6. The number of people who may participate in classes is limited. The limit of participants depends on the Club's available space and the nature of the class. If a Client arrives late for a class, priority to participate is given to the person listed on the waiting list.
7. Group classes will not take place if, at least two hours before their start, the number of registered participants is lower than the required minimum. Group classes may also be cancelled due to unforeseen circumstances. In such cases, the Club will inform registered Club Members of the cancelled classes on that day.
8. The Company has the right to change class schedules without prior notice to Clients.

9. The instructor has the right to check attendance during the class when the number of participants exceeds the number of registered persons and no one present admits to not being registered, and may ask unregistered persons to leave the class.

XV. Family, Friends, Children and Guests

1. Only Clients are permitted to enter training rooms and changing rooms.
2. Persons present in the Club's exercise area who are not Clients will be asked to leave the Club.
3. Family members and friends who are not Clients may remain only in the café area or playroom, if such facilities are available.
4. Only persons over 14 years of age may remain in the café area. In case of doubt regarding a person's age and failure to present an identity document confirming age, the Club staff have the right to ask that person to leave the café area. Children may remain in the Club only when accompanied by parents or legal guardians; the Club does not provide childcare services.
5. The Club does not provide supervision services for minors. The decision to allow minors to use the Club's facilities is made by the parents or legal guardians, by submitting an appropriate declaration.
6. A Club Member may visit the Club with an accompanying person (guest), who may use one free entry to the Club, provided that they have not previously been a Client, and only during reception opening hours. A Club Member may bring an accompanying person who has not previously used the free entry. The accompanying person is registered in the Club's management system and, for that purpose, must accept these Regulations and provide the following personal data: first name and last name, e-mail address and telephone number. The same rule applies in the case of several accompanying persons.

XVI. Music/Use of Mobile Phones

1. Listening to music other than that played in the Club is permitted only with the use of headphones. It is not permitted to play one's own music aloud, for example through your phone's speakers.
2. Telephone calls should be limited to the absolute minimum.
3. It is strictly prohibited to take photographs or record videos of other persons without their explicit consent and the Club's consent, which may be granted on the basis of a separate declaration submitted by the Club Member. It is also forbidden to share or publish any recordings in which other persons are visible without their explicit consent. Including other persons in the background of a frame without their consent is not permitted. The Client bears sole liability for any infringement of the personal rights of other persons (including the right to control one's own image). Recording or taking photographs is permitted only in a specifically designated area, referred to as the "photo corner". Anyone violating the prohibitions set out in this section will be immediately asked to leave the Club.

4. Taking photographs or filming using professional equipment, including tripods, additional light sources or reflectors, requires prior notification and consent from the Club Manager. The choice of music in the Club is made exclusively by the instructor or Club staff.

XVII. Doping and Other Substances

1. Smoking, including tobacco, e-cigarettes, and all other tobacco products, is strictly prohibited inside the Club and anywhere on the premises where the Clubs are located. Within the Club premises, it is strictly prohibited to consume alcohol, intoxicants, psychotropic substances, narcotics, doping agents or any similar substances, as well as to enter the Club under the influence of alcohol, intoxicated or under the influence of drugs. The sale of any of the above substances is also strictly prohibited.
2. If a Client is found, or reasonably suspected, to be using or selling any of the substances mentioned above, the police will be notified, and the Member's pass may also be terminated with immediate effect.

XVIII. Changing Rooms and Personal Belongings

1. Lockers are not the property of Clients and must be emptied after each training session. Leaving a padlock that prevents the locker from being opened will result in the padlock being cut. Any items left in a locker will be kept in the Club for 48 hours. The Client has no right to the return of the padlock or to compensation for its value.
2. The Client is required to store their belongings in a closed locker to which they have access. It is forbidden to store valuable items such as jewellery, expensive watches, etc., in lockers.
3. The Club Members are not allowed to bring bags, handbags, jackets or other personal items into the exercise area.
4. It is forbidden to bring dangerous items into the Club, as well as any other items whose presence might hinder other Clients' use of the Club, cause damage or destruction of property or pose a threat to the safety, life or health of persons present in the Club.
5. It is not permitted to store money, valuables, securities, documents containing personal data, or items of monetary, scientific or artistic value in the changing rooms. The Company does not accept for safekeeping any of the items mentioned above.
6. Each Client is required to have their own padlock, which may be purchased at the Club at the price specified in the Price List, or alternatively use their own padlock, or rent a padlock for a fee in accordance with the Price List during reception opening hours.
7. The use of the changing room for cosmetic treatments such as depilation, manicure, pedicure, peeling, etc., is strictly prohibited.
8. It is strictly prohibited to record or take photographs in the changing rooms, showers, or toilets.

XIX. Rules Applicable During Night-Time Hours and on Days with Limited Staff Access

1. The Client acknowledges that, if the Club is open during night-time hours or on public holidays, no staff are present in the Club, which means that assistance is not available. The absence of staff may also occur occasionally during working days.
2. The provisions of these Regulations apply equally during night-time hours, unless otherwise stated herein.
3. If the Club is open during night-time hours, it is permitted to use only the gym area, without access to the swimming pool, fitness rooms or SPA areas.

XX. Payments

1. Payment for a prepaid pass may be made:
 - a) in cash at the Club, if the Agreement and Membership purchase are concluded in the Club;
 - b) by payment card (understood to include credit cards, prepaid cards, etc.);
2. Payment for an auto-renewable pass is made by charging the Member's payment card through a recurring payment system. Payments within the recurring payment system are processed through an external payment operator, with which the Company has concluded an agreement to enable payments, in accordance with the rules specified by that operator.
3. Upon purchasing Membership, the Member is required to pay a one-off registration fee. The registration fee is applicable in the amount specified in the Price List. If, within 30 calendar days from the expiry of previous Membership, the Member declares the intention to purchase a new Membership, no new registration fee is required. The purchase of Membership within this period is treated as a continuation of Membership.
4. Upon the Client's request, after payment of the fee in accordance with the applicable Price List, a Membership Card may be issued.
5. If the Agreement is concluded during a calendar month, the membership fee for the first month will be reduced proportionally to the number of days of Membership compared to the number of days in that month.
6. Payments must be made within the time limits specified in point IV. In the event of non-payment by the due date:
 - a) The Company is entitled to block the Client's access to the Club via the automated entry system until the outstanding fee is paid;
 - b) The Company may terminate the Agreement with immediate effect, which is deemed termination of Membership for reasons attributable to the Member. The application of the above measures is at the Company's discretion; the Company may refrain from taking such measures, apply some of them, or apply both measures referred to in points a) and b) above.
7. The Club Member may restore access to the Club by paying the outstanding fee at the Club reception or online via the Client Account.

8. The amount of fees for services provided by the Company, and any additional fees, are determined in accordance with the current Price List, taking into account the provisions of Chapter IV of these Member Regulations. The current Price List is published on the Website. Due to price changes, the price stated in the Price List may not always correspond to the amount paid by the Member.
9. For online payments (outside the Club), the Company is not liable for any unauthorised charge made to a card not held by the Member.
10. The Company has the right to charge the Member's payment card not only for Membership fees, but also for any other fees and contractual penalties provided for in these Regulations and in related provisions referred to herein. The amount of fees and penalties is specified in the Price List published on the Website.
11. In the event of non-payment by the Member, particularly where it is impossible to collect funds from the Member's payment card, the Company has the right to undertake debt recovery actions, including the sending of payment demands and the initiation of court proceedings. If Membership has been purchased on promotional terms, failure to make timely payment or the initiation of debt recovery actions may result in the loss of preferential conditions and the obligation to return any benefits obtained under the promotion, as may be specified in the terms of that promotion.
12. Members whose Agreements have been terminated due to outstanding payments and who wish to conclude a new Agreement, must first settle all outstanding amounts arising from the previous Agreement. If outstanding payments, including statutory interest, are not settled, the Company has the right to refuse to conclude a new Agreement. If a new Agreement is concluded despite outstanding payments, the Company has the right to apply payments made towards the previous Agreement.
13. For payments from foreign currency accounts, the amounts will be converted into PLN at the Company's bank's buying rate. As a rule, the currency of payment is Polish zloty (PLN).
14. For payments by payment card, the card is charged at the time the Member issues the instruction, provided that sufficient funds are available on the card

XXI. Complaints

1. A Client may submit complaints regarding the provision of services offered by the Company in a manner inconsistent with the Agreement, either by post to the address of the Club or by e-mail to the Club's address, both of which are available on the Website.
2. In the content of the complaint, the Client should provide their first name, last name, preferred method of receiving a response, and present and justify the inconsistency between the services provided by the Club and those specified in the Agreement.
3. Complaints submitted by the Client will be considered within 14 calendar days.

XXII. Amendments to the Regulations and Transitional Provisions

1. The Companies reserve the right to amend these Regulations, in particular in the following cases:
 - a) if there is a change in the conditions or scope of the services provided;
 - b) if amendment of the Regulations is required by provisions of law;
 - c) if the need to amend arises from a final administrative decision or a final court judgment;
 - d) if the amendment is required for safety or sanitary reasons;
 - e) if there is a need to introduce organisational or editorial changes to the Regulations.
2. The Company will inform the Club Member of any amendment to the Regulations via the Website and by e-mail sent to the address provided by the Member, indicating the effective date of the amendment, which will be no sooner than 14 days, and granting the Member at least 14 days from notification to terminate the Agreement if they do not accept the amendments. The Company is not liable for failure to deliver information about amendments to the Regulations if the Member has provided an incorrect or outdated e-mail address, or if the Member's e-mail address became inactive at the time of sending the information about the amendment.
3. From the date of entry into force of these Regulations, for existing passes concerning the Club in Gdańsk at ul. Spacerowa 65, 80-299 Gdańsk: for passes concluded for an indefinite period, the provisions of these Regulations relating to auto-renewable passes apply; for passes concluded for a fixed period, the provisions relating to prepaid passes apply.

XXIII. Personal Data and Contact with Club Members

1. The condition for becoming a member of the Club is to provide personal data ("Personal Data") as defined in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter: the GDPR), necessary for the conclusion of the agreement.
2. For the purposes of concluding and performing the Agreement, the Company requires the provision of certain data, including but not limited to: first name, surname, PESEL number, series and number of the identity document (for persons who do not have a PESEL number), date of birth, telephone number, address, e-mail address, and payment information, such as the payment card number for auto-renewable passes. To optimise training during individual sessions with a personal trainer (personal training), the Company may also collect information from the Club Member concerning their state of health – but only after the Club Member has given explicit consent to the processing of such health data. If access to selected Clubs is available via fingerprint recognition, the Club Member's biometric data may be processed upon their consent.
3. The Club Member is required to provide accurate data.

4. When using the Client Portal and Mobile Application, additional personal data may be collected, including, for example, information on images, activity, workouts, participation in classes and challenges, training progress, diet, body composition measurements and analyses and interactions with other Users. Such information is provided voluntarily and is not required for the conclusion or performance of the Agreement.
5. In Clubs where a video surveillance system operates, personal data in the form of images of persons present in those Clubs or their immediate vicinity, within the range of the cameras, may be processed.
6. Communication concerning the receipt of commercial and marketing information by electronic means is possible only after the Club Member has given the relevant consent. Communication between the Club and Club Members that does not involve the transmission of commercial or marketing information takes place via e-mail or telephone, provided that such communication relates to Club membership.
7. The Companies listed in these Regulations are separate Data Controllers of the personal data of their respective Club Members with whom they conclude Agreements. To enable Members to use all Well Fitness Clubs, the Companies may share basic information about Members with other Companies. Detailed information regarding, among other things, the types of personal data processed and the rights of Club Members related thereto is provided in the information clause available at the Club reception and on the Website under the "Privacy Centre" tab.
8. The rules governing the processing and protection of personal data in electronic form on the Website, Mobile Application and social media are set out in the Well Fitness Privacy Policy, available on the Website under the "Privacy Centre" section.

Swimming Pool Area Regulations Annex No. 1 – to the Club Member’s Regulations

I. Rules for Using the Swimming Pool

1. You must take a shower before entering the pool, jacuzzi or sauna.
2. You are not permitted to enter the pool area if you are under the influence of alcohol or any intoxicating substances.
3. If you are under 18 years of age, you may enter the pool area only when accompanied by an adult.
4. Alcohol consumption within the pool area is strictly prohibited.
5. Please do not dive or jump into the water.
6. Running within the pool area is not allowed.
7. Do not wear outdoor or everyday footwear inside the pool area.
8. After using the sauna, steam room or toilet, be sure to take a shower before re-entering the pool.
9. During group activities, one instructor may supervise up to 15 participants.
10. Personal training sessions may only be conducted by the Club’s authorised trainers and instructors.
11. Please use any swimming equipment provided by the Club only for its intended purpose.
12. You must leave the swimming pool area no later than the time displayed in the Club. You are not permitted to remain in the swimming pool area after closing time.

II. Rules for Using the Finnish Sauna

1. The Finnish sauna is an integral part of the swimming pool area, and the general rules specified in point I above also apply.
2. While using the sauna, you must follow these Regulations and comply with any instructions given by lifeguards or sauna masters.
3. You should use the sauna only if you are in good health or if your medical condition does not contraindicate sauna use. The Club accepts no responsibility for any consequences resulting from sauna use.
4. If you are under 18, you may enter the sauna area only when accompanied by an adult.
5. You must not use the sauna if you:
 - a) suffer from heart disease, high blood pressure or circulatory disorders;
 - b) have thyroid problems, claustrophobia, epilepsy, acute rheumatic conditions, cancer, infections or asthma;
 - c) have a fever;
 - d) are pregnant or menstruating;
 - e) are tired or under the influence of intoxicants.
6. The temperature in the Finnish sauna is around 90°C, with air humidity of 25-30%.
7. Only staff members are allowed to adjust the temperature and humidity settings (do not change any parameters on your own).
8. Before entering the sauna, please:
 - a) use the toilet;
 - b) shower thoroughly with soap and dry yourself;
 - c) wrap yourself in a pareo;
 - d) remove any non-adherent jewellery, as it may cause burns;
 - e) remove your glasses and contact lenses;
 - f) take off your pool footwear;
 - g) leave bottles with water or other drinks outside the sauna.
9. Do not apply creams or lotions to your body or face while in the sauna, as this reduces the skin’s ability to perspire.
10. Please sit wrapped in a pareo, keeping your feet on the fabric.
11. If you start feeling unwell, inform a lifeguard, sauna master or another user immediately.
12. Sauna rituals are held in the Finnish sauna. Five minutes before a session, the sauna is ventilated to optimise conditions during the session (oxygen is introduced and excess humidity released).
13. Please maintain silence during a sauna session.
14. During the session, a “Session in progress” sign is displayed on the sauna door.

III. Rules for Using the Steam Room

1. The steam room is an integral part of the swimming pool area, and the general rules specified in point I above also apply.
2. While using the sauna, you must follow these Regulations and comply with any instructions given by lifeguards.
3. You should use the steam room only if you are in good health or if your medical condition does not contraindicate steam room use. The Club accepts no responsibility for any consequences resulting from steam room use.
4. If you are under 18, you may enter the steam room area only when accompanied by an adult.
5. You must not use the steam room if you:
 - a) suffer from heart disease, high blood pressure or circulatory disorders;
 - b) have thyroid problems, claustrophobia, epilepsy, acute rheumatic conditions, cancer, infections or asthma;
 - c) have a fever;
 - d) are pregnant or menstruating;
 - e) are tired or under the influence of intoxicants.
6. The temperature in the steam room is around 45-50°C, with air humidity not exceeding 65%.
7. Only staff members are allowed to adjust the temperature and humidity settings (do not change any parameters on your own).
8. Before entering the steam room, please:
 - a) use the toilet;
 - b) shower yourself thoroughly;
 - c) wrap yourself in a pareo;
 - d) remove your glasses and contact lenses;
 - e) take off your pool footwear;
 - f) leave any glass objects or sharp items outside.
9. Food and drinks are not permitted in the steam room.
10. Do not apply cosmetics while inside.
11. Please sit on your pareo or towel while in the steam room.
12. If you start feeling unwell, inform a lifeguard or another user immediately.