

## General Terms and Conditions (T&C) for the JUSTyFIT training

### Subject matter of the contract

Miss Justyna Szczypinska (JUSTyFIT) and her team provide services in the area of personal fitness training for athletes and health-conscious people. These services are offered to individuals as well as small groups (up to a maximum of 12 people). All services offered by JUSTyFIT are solely available to people of unlimited legal capacity ordinarily resident in Austria. The personal fitness training consists of targeted strength and mobility exercises for the entire muscular system with individual attention by the coach JUSTyFIT and her team. Depending on the training concept, fitness, pilates or therapy equipment will be used.

### Scope of application

The General Terms and Conditions in this document are applicable to all present and future services provided to the customer by JUSTyFIT and her team, even if, in individual cases, these General Terms and Conditions have not been explicitly referred to when concluding the contract. The General Terms and Conditions apply from the time of signature. The customer affirms the validity of these Terms and Conditions by signing this form.

### Conditions of contract and price

JUSTyFIT and her team offer a free training session including a personal meeting at a length of up to 45 minutes upon first contact. The prices for classes are publicly available ([www.justyfit.com](http://www.justyfit.com)). All subsequent training classes last for 45 minutes and have to be booked either in person, online calendar or with the SELF SERVICE APP after registration.

It is the customer's responsibility to arrive on time. Booked classes will be charged for in case of non-attendance. Late arrival will be at the customer's expense, as missed training time will neither be compensated for at the end of the lesson nor credited. Booked classes that have already been paid for can be cancelled by the customer free of charge until at least 24 hours prior to the class taking place online or in the SELF SERVICE APP powered by Bobclass. The JUSTyFIT team reserves the right to cancel or postpone a class at short notice if a group class were to become a single class due to the cancellation of the other participants. Classes payed for are valid for one year from date of purchase.

### Discounts

Special discounts are granted to the customer when buying a pass, depending on the respective promotion. Employees of cooperating companies receive special discounts depending on the respective agreement. JUSTyFIT reserves the right to alter or discontinue any special discounts in the future. Offers granted with the purchased classes are valid for one year. **Every customer training at JUSTyFIT for the first time receives a free class of 45 minutes for every:**

Every recommendation, FOLLOW on Instagram, Birthday!

### Responsibilities of the customer

It is the customer's responsibility to prepare for the training by avoiding heavy meals before, drinking enough water on the day of. The required training outfit includes: sports trousers with no zippers, a tight-fitting and short-sleeved t-shirt as well as clean, non-slip socks. Watches and jewellery have to be taken off and long hair needs to be tied together to allow for a flawless training experience without any visual limitations. Training equipment has to be prepared according to instructions given prior to the beginning of the class and cleaned once the training is over.

Appointment bookings: personally, online, SELF SERVICE APP (free download for Android and Apple).

### Liability

The customer trains at his/her own request and risk. He/she therefore declares that he/she has been made aware of his/her own physical condition through medical consultation. The customer declares that he/she will inform JUSTyFIT and her team about all circumstances which could affect or influence the training. It is the customer's responsibility to immediately inform JUSTyFIT or her team about any deterioration of his/her well-being. JUSTyFIT and her team assume no liability in case of slight negligence except for cases of personal injury. JUSTyFIT and her Team assume no liability for the state of the sports facilities belonging to New Wave Gym or any other premises where sports activities are carried out. The customer is solely responsible for his/her valuables. JUSTyFIT and her team assume no liability for the changing rooms.

### Data protection – Consent to receive marketing material in compliance with GDPR

All information provided by the customer in connection with personal fitness training will be treated with strict confidence by JUSTyFIT and her team in accordance with the currently valid version of the Data Protection Act. The provided information will not be passed on to third parties. By signing this document, the customer allows JUSTyFIT to store and process the personal information provided (in particular name, date of birth, address, e-mail address and telephone number) for their own marketing purposes. This can be revoked at any time. The customer further agrees to be informed by JUSTyFIT about new activities and offers via mail, telephone, e-mail and text message. This consent may be revoked at any time. We recommend providing a written document to do so.

### Governing law

This Agreement shall be governed by and construed in accordance with the Austrian law, excluding referral norms and the United Nations Convention on Contracts for the International Sale of Goods. In case of the customer being the consumer, this choice of law only applies if no mandatory legal provisions of his/her country of residence or habitual residence are infringed.

### Place of jurisdiction

The place of jurisdiction for all disputes arising from contracts concluded under these General Terms and Conditions shall be Vienna, provided that the customer is not a consumer but an entrepreneur.

### Changes to the General Terms and Conditions

JUSTyFIT reserves the right to change these General Terms and Conditions unilaterally if necessary in order to remove arising equivalence disturbances or to adjust to changed legal or technical frameworks. JUSTyFIT will inform the customer about an adjustment by providing a notification on the content of the changed regulations. These changes become part of the contract if the customer does not object within four weeks.

### Severance

In the event that one of the provisions of this Agreement shall be invalidated, this provision shall be deemed to be separable from the other provisions hereof and the remaining provisions hereof shall continue to be valid and fully enforceable.

DATE, PLACE \_\_\_\_\_ SIGNATURE \_\_\_\_\_