

## **FITHUB Terms & Conditions**

These terms and conditions govern the relationship between the FITHUB LLC (a company incorporated under the legislation of Armenia, registration number: 264.110.1418810) and its Customers

### **1. Services of Company**

1.1. The services of FITHUB LLC (hereinafter the “Company”) consist of facilitating access for Customers to various Partner Entities that provide sports, fitness, and recreational services. The Company’s services are offered exclusively as a corporate product and are therefore available solely to employees of Client organizations (hereinafter the “Client”), as well as to their family members, provided such organizations maintain a valid legal relationship with the Company.

1.2 Customers may access and use the Company’s services exclusively through the FITHUB Mobile Application (the “Mobile App”) and only by means of an active user account therein. The Company shall ensure the creation and activation of Customer accounts within the Mobile App, subject to the terms and conditions applicable to the use of the Company’s services.

1.3 The Company guarantees access to services from at least 40 different Partner Entities. The Company does not guarantee access to any specific gym/sports or recreational service provider or any specific Partner Entity. It means that the list of the services and Partner Entities may be changed from time to time (Partner Entities may be added or removed) and this shall not give the legal right to the Customer to request the refund, termination, damages or any other claim against Company.

1.4 The Company’s role is limited to connecting Customers with various sports and recreational facilities and facilitating access to their services. The Company is not responsible for the quality of services provided by Partner Entities or any legal issues arising during service provision.

### **2. Service Duration and Termination**

2.1 These Terms become effective as soon as the Customer agrees to them. The Customer has 14 calendar days to withdraw from the Agreement without providing a reason. The withdrawal period begins when the Customer first consents to the Agreement (The extension of the term of an existing contract shall not be considered equivalent to giving initial consent to the contract and shall not be regarded as the conclusion of a new contract.). If the Customer withdraws, the Company will refund the service fee, minus any services already used. Refunds will be issued using the same payment method used by the Customer. In the event of a refund, the refundable amount shall be calculated in accordance with the following formula:

$$\text{Refund Amount} = \text{Total Fee Paid for the Accounting Period} - (\text{Number of Visits Made} \times \text{Average Cost per Visit})$$

Where:

- Total Fee Paid for the Accounting Period = subscription fee paid by the Customer for the relevant Accounting Period.
- Average Cost per Visit =  $(\text{Total Fee Paid for the Accounting Period} \div \text{Number of Calendar Days in the Reporting Period})$ .
- Number of Visits Made = the number of visits used by the Customer during the relevant Accounting Period prior to cancellation).

2.2 The Company services are available in following standard packages: 1 month, 3 months, 6 months, 12 months. In individual cases, different time packages can be agreed between the Company and Client.

2.3 If the service fee is paid for by the Client, the start and end dates of the Services (the “Accounting Period”) will be agreed between the Company and the Client.

2.4 If the service is paid for by the Customer, the Accounting Period begins on the payment date and

continues until the expiry of the relevant package on the date which will be indicated in the Mobile App.

2.5 The Customer can suspend service at any time for the subsequent Accounting Period. However, no refund will be provided for the current period, and the account will be marked as “inactive” during the suspension. The Customer can resume services any time by paying the Service Fee and reactivating the account.

2.6 The Customer may terminate the service at any time, which will also terminate the processing of their personal data. No refund will be provided for the current Accounting Period.

2.7 If the Customer does not use the service for one year, the account will be automatically deleted, and access to the services will be terminated.

2.8 Once the Agreement is entered into, the Customer can continue using the services until they formally withdraw or their account is automatically deleted as per clause 2.7.

2.9 After service termination, a Company representative may contact the Customer within a reasonable period for feedback.

2.10 The Company reserves the right to unilaterally amend the terms of service, with at least 30 days' notice to the Customer. The notice to the Customer will be made either by e-mail, sms, social media, or through the Client organization.

2.11 The suspension and transfer of the purchased package is not allowed, regardless of whether the package is purchased directly by the Customer or by the Client.

### **3. Payments and Service Fees**

3.1 If the service is paid for by the Client, payment details, including the service fee, will be governed by the Service Agreement between the Company and the Client.

3.2 If the Customer is responsible for payment, the service fee will be indicated in the account of the Customer in the Mobile App, according to the service package selected by the Customer. In such case, the Service Fee must be paid by the Customer either by bank card through Mobile App, or via bank transfer or another payment method chosen by the Company..

3.3 If the service fee is paid by the Customer, the account will be deactivated at the expiry of the relevant package purchased by the Customer unless the Customer pays for the next period. Re-payment will automatically reactivate the account.

3.4. The 1 month service package will be renewed automatically and the bank card attached by the Customer will be charged automatically each month. The Customer is entitled to cancel the automatic renewal of 1 month package through the Mobile App. The Customer is entitled to cancel the automatic renewal no later than previous day before the expiry of the current package.

3.5 The Company reserves the right to change the service fee at any time. Customers will be notified of any price increase at least 30 days before it takes effect. However, any changes will not affect already paid Accounting Periods and already purchased packages. The notice to the Customer will be made either by e-mail, sms, social media, or through the Client organization.

3.6 To ensure the easiness of the payment by the Customer to facilitate the automatic payment specified in clause 3.4, the Company will save the information about the bank card of the Customer used for the purchase of packages.

### **4. Mobile App Usage Terms**

4.1 The services provided by the Company are accessible only through the Mobile App, using the Customer's active profile/account.

4.2 The Customer must have their identity card or passport when using services at Partner-operated facilities.

4.3 Company and Partner Entity employees have the authority to verify the Customer's identity. If a violation of the app's terms is detected, the Company may block the Customer's profile/account.

4.4 The Customer must adhere to the rules and regulations of the Partner-operated facility, including

working hours and other operational rules.

4.5 A Partner Entity may request a deposit for reserving services. Any reservation-related terms are governed by the Partner's policies.

4.6 The Partner Entity may charge additional fees for services as announced by the Company or publicly disclosed.

4.7 The Company recommends that the Customer contact the Partner Entity directly to reserve spots in group activities and to be informed about specific service rules.

4.8 Information about the services offered by the Company is available on the Company's website, [www.fithub.am](http://www.fithub.am), or through the service center.

4.9 The Customer must not share their profile/account details with others or allow someone else to use their account. The Customer should use the Mobile App only on the device they registered. If using a different device, the Customer must notify the Company in advance and request the device change.

4.10 The Customer is prohibited from marking a visit to a Partner facility as completed without receiving the service (e.g., a fictitious visit).

4.11 In case of a violation of the terms by the Customer, the Company may unilaterally terminate the service, refuse future service, demand compensation, or impose other liabilities. No refund will be provided for the current Accounting Period in such cases.

4.12 The Company has the right to modify the terms of Mobile App usage, with at least 30 days' prior notice to the Customer. The notice to the Customer will be made either by e-mail, sms, social media, or through the Client organization.

## **5. Opening, managing and closing an account (profile)**

### **5.1 Registration and account (profile) management**

5.1.1 To fully use the Company's services, it is necessary to create an account (profile). To open an account, you must follow the Company's instructions: provide the requested information and, if necessary, undergo verification.

- a) You are fully responsible for the accuracy of the data specified when creating an account (profile).
- b) After registration and verification, you will be able to use the website and/or application after successful authorization. Authorization is carried out using your registered e-mail, phone number and password.
- c) It is prohibited to indicate any offensive phrase in the username.
- d) It is prohibited to open/own/manage more than one profile (account) by one user/client. In case of violation of the above rule, the Company has the right to immediately block or delete the alternative profile (account) of the user/client.
- e) You are obliged to ensure the accuracy of the information in your personal account (profile) and its updating. The Company shall not be liable for any damage caused by your failure to comply with the above obligation. The Company has the right to request you at any time to confirm the accuracy of the information or to provide documents or other evidence.
- f) Keep your personal account (profile) access code safely and never disclose them to third parties.
- g) You accept responsibility for any actions taken with your account. In the event that a person accesses your account on behalf of another person and under their instructions, it is assumed that they have sufficient authority to act on your behalf. The Company is not liable for any damage caused by unauthorized access to your account by a third party or with your permission.
- h) You are responsible for the safe storage of account details. If you suspect that a third party has your account details, change them immediately or contact us.

### **5.2 Account (profile) closure**

- 5.2.1 You (the user) are entitled to request the closure of your account (profile) at any time by sending a written request from the user's registered email address on the Company's platform to the Company's email address
- 5.2.2 Before requesting the closure of your account (profile), make sure that all your obligations have been fulfilled and that you do not have any current debts or obligations to the Company.
- 5.2.3 Within 10 business days of receiving your request, we will fulfill your request - to close your account (profile).

### **5.3 Regulation of personal data in a closed account**

- 5.3.1 The right to delete your personal data is determined by the current law on the protection of personal data.
- 5.3.2 The Company deletes your personal data using methods such as encryption and pseudonymization. For your part, you must clear the cache, cookies and history from each browser you used to access the Platforms. If you have downloaded the Company's application on any of your devices, you must delete it.
- 5.3.3 You will receive a corresponding notification from the Company about the closure of your account (profile).

### **5.4 Exceptional cases of closure of your account (profile) and deletion of personal data**

We cannot close or delete your account/data if:

- a) You have a current obligation/liability to the Company/seller/service provider/buyer
- b) The data associated with the account is required for the purpose of detecting/preventing/mitigating or investigating fraudulent or illegal activities
- c) Account-related data is required to comply with relevant laws and regulations
- d) Account-related data is required to respond to complaints and seek ways to resolve them
- e) There is an order/order/decision from the relevant authorized body to retain/store account-related data
- f) If we are unable to delete your data for any reason, it will be retained in accordance with our Personal Data Processing Policy.

## **6. Underage Customers**

6.1 The Services of Company are intended primarily for individuals aged 18 years and above.

### **6.2 Customers aged 16–18**

- A) Individuals between the ages of 16 and 18 may use the Services only with the prior consent and under the responsibility of a parent or legal guardian, who shall be deemed the contracting party for all purposes under these Terms and Conditions.
- B) By permitting a minor to use the Services, the parent or legal guardian expressly accepts responsibility for the use of the Services and for the minor's participation in any activities accessed through the Mobile App.

### **6.3 Customers under 16**

- A) Individuals under the age of 16 are not permitted to create or hold an account in the Mobile App or to use the Services directly.
- B) Access to facilities or activities by people under 16, if permitted by a Partner Entity, may only be arranged by the parent or legal guardian, who shall remain fully responsible for such use.

6.4 **Partner Entity Rules** - Notwithstanding the above, each Partner Entity may apply its own internal rules and restrictions regarding minimum age for access to its facilities or participation in certain activities. The Company shall not be liable if a Partner Entity denies access to an underage Customer on such grounds.

6.5 **Liability Waiver** - The parent or legal guardian acknowledges that the use of sports and recreational facilities involves inherent risks and accepts full responsibility for any underage Customer's participation in activities booked or accessed through the Services.