

CLUB'S DATA:

Name: SIA My Fitness
Registration number: 40003440545
Location: Ernesta Birznieka Upīša iela 21E, LV-1011 Rīga, Latvija
Phone:
E-mail: myfitness@myfitness.lv

Hereinafter referred to as „Club“ or „MyFitness“

MEMBER'S DATA:

\* mandatory information

Name*:
Personal identification code*:
Place of residence*:
Phone*:
E-mail*:

Hereinafter referred to as „You or Member“

GENERAL INFORMATION:

Sports Club: MyFitness
Initiation Fee: euros
Date of Agreement: 12.02.2025
Beginning of the period of validity: 12.02.2025

Training Package:
Membership Fee: euros per month
Username:
Password: <i>will be sent through email</i>

**MEMBERSHIP**

1. This Membership Agreement (hereinafter – the Agreement) pursuant to the terms and conditions included in the Agreement entitles the person named in this Agreement to visit the MyFitness sports clubs and to use the services available for the respective type of subscription (hereinafter – the Subscription). This Agreement shall be valid for an indefinite period of time – from the date it is signed until its termination under the procedure laid down in the Agreement.
2. Following the signing of the Agreement, the Club shall issue a digital membership card (hereinafter – the Card) to the person named in the Agreement. The issued Card may only be used by the person whose data are specified on the Card. It is prohibited to pass the Card to a third party. In the event of breach of this provision the Card shall be cancelled.
3. If the Member has not reached the age of 18 (eighteen) years at the moment of signing the Agreement, the legal guardian of the Member shall solely be entitled to sign the Agreement on behalf of the Member and undertake full responsibility for complete performance of the obligations arising from the Agreement, unless the Member has been declared of age according to the law or has married before the age of 18.

**FEES**

4. The Member is entitled to sign an agreement with a credit institution of his choice to ensure the receipt of the Club's electronic invoices via the Member's internet-bank, setting the fixed limit of the electronic invoice of no less than EUR 80.00 (eighty euro, zero cents) per Membership Subscription. The following payment procedure shall be binding on the Member and the Club:
  - 4.1. The Club shall draw up an invoice for the Member electronically according to the applicable legislative acts, and it shall be valid without a signature. All payments arising from the Agreement shall be deducted automatically (if the automatic electronic invoice payment option is enabled with the credit institution) from the Member's respective account with the credit institution under the agreement between the Member and the credit institution by day 10 (ten) of the current month. The Member shall have the right to agree with the Club on another type of payment for the services supplied by the Club.
  - 4.2. The Member shall ensure the payment of the Club's invoices by day 10 (ten) of the current month or another date specified in the Agreement regardless of the manner of the invoice receipt.
  - 4.3. The date on which the Club receives the Member's payment according to the Club's invoice shall be deemed the date of payment of the invoice. Change of the type of payment or non-use of services of a credit institution shall not affect the validity of the Agreement as well as the fulfilment of the rights and obligations of the Club and the Member under the terms and conditions of the Agreement.
  - 4.4. The payment period shall be one calendar month. Each payment shall be made for a full calendar month from the first to the last day of the month according to Clause 5 of the Agreement. Each commenced calendar month shall be deemed a full month.
  - 4.5. An active Subscription shall be sufficient basis for the issue of an invoice to the Member and payment of the Subscription fee for the period of availability of the services to the Member.
  - 4.6. The Member shall have the right to use the Subscription until the end of the next month, if the Subscription is booked from day 15 (fifteen) of the current month.
5. In the event that the Agreement is signed between day 1 (one) and day 24 (twenty-four) of the month, the Member shall pay the subscription fee for the current month. In the event that the Agreement is signed from day 25 (twenty-five), the Member shall pay for the remaining days of the current month and for the whole next month. All future invoices arising from the Agreement shall be sent to the e-mail address specified by the Member and to the Member's e-banking account provided that the Member has concluded an agreement with a credit institution on the fulfilment of Clause 4 of the Agreement. The following terms and conditions shall be binding on the Parties:
  - 5.1. The Member shall pay the registration fee along with the first payment to the Club and in the event that the Agreement was terminated and the Member later renewed its membership by entering into a new agreement on the Club's services.
  - 5.2. The Member shall make all payments according to the effective pricelist of the Club.
6. In the event that the Member delays payments arising from the Agreement, the Member shall be subject to a default interest of 0.15% of the outstanding payment for each day of delay.
7. According to the Agreement, an effective Subscription shall entitle but not oblige the Member to make use of the services of the Club within the period during which the Subscription is available or booked. The Member shall pay the subscription fee under the terms and conditions of the Agreement regardless of the actual use of the Subscription.

**MEMBERSHIP PUT ON HOLD (ADDITIONAL SERVICE)**

8. Putting the membership on hold shall be a paid additional service on the Club's pricelist available at the Club and on the Club's website [www.myfitness.lv](http://www.myfitness.lv). The Member shall have the right to put its membership of the Club on hold for a maximum of two consecutive months. The Member shall not be subject to the subscription fee during the Membership hold period paid for by the Member.
9. The On-hold Agreement is established either in person at the Club or via e-mail. Once the on-hold agreement is formalized, Member will receive a confirmation letter by e-mail.
10. In the event that the Member holds the Subscription by day 14 (fourteen) of the current month, the Member's Subscription shall be put on hold as of day 1 (one) of the following month. In the event that the Member holds the Subscription from day 15 (fifteen) of the current month, the Member's Subscription shall be put on hold as of day 1 (one) of the month after the next month.

EXAMPLE: *In the event that the Member requests a Subscription hold period for one month on May 14, this service will be valid from June 1 to June 30. During the Subscription hold the Member shall not have the right to use the Subscription for the services of the Club and on June 10 the Member shall have to pay the Subscription hold fee under the terms and conditions of the Agreement. The Member's right to use the services supplied the Club and the obligation to pay the subscription fee laid down in the Agreement shall be restored on July 1. In the event that the Member requests a Subscription hold period for one month on May 15, it shall be effective from July 1 to July 31.*

11. A temporary membership hold request can be cancelled by contacting the Club via email or notifying the Club in person..

#### **TERMINATION OF THE AGREEMENT**

12. The arrangement to terminate an Agreement is made in the Club or via e-mail. Once the termination is formalized, Member will receive a conformation letter by e-mail.

13. Each of the Parties shall have the right to unilaterally terminate the Agreement by a notice to the other Party and the Agreement shall expire after the Subscription period under the Clause 4 of the Agreement. In the event the Agreement termination the Member shall be obligated to pay the bills for the booked period of the Subscription.

In the event that one of the Parties gives a written notice in person at the Club or by sending a notification by e-mail of unilateral termination of the Agreement to the other Party by day 14 (fourteen) of the current month, the Agreement shall be terminated as of the last day of the current month.

In the event that one of the Parties gives a written notice in person at the Club or by sending a notification by e-mail of unilateral termination of the Agreement to the other Party after day 14 (fourteen) of the current month, the Agreement shall be terminated as of the last day of the following month. The Agreement shall be terminated under the procedure laid down herein.

EXAMPLE: *If a Party informs the other Party of the unilateral termination of the Agreement on October 14, then the Agreement is terminated on October 31. If a Party informs the other Party of the unilateral termination of the Agreement on October 15, then the Agreement is terminated on November 30.*

#### **AMENDMENTS TO THE MEMBERSHIP AGREEMENT**

14. In cases other than those stipulated herein the Agreement may only be amended by a mutual written agreement between the parties: the Club and the Member except for the cases stipulated in Clause 22 of the Agreement. All amendments to the Agreement shall become effective as of the date stipulated in the respective amendments, however, no later than on day 1 (one) of the month following the signing of such amendments. All amendments to the Agreement shall become an integral part of the Agreement upon being mutually signed. The Member shall have the right to change the type of Subscription and the services therein and shall be charged the service change fee according to the pricelist of the Club.

#### **LIABILITY**

15. Each Party of the Agreement shall be responsible for all the losses inflicted on the other Party of the Agreement.

#### **MISCELLANEOUS**

16. According to the Agreement, the Member may receive various additional services for an additional fee. The Club shall have the right to offer and, should the Member agree (including by e-mail or over the phone to the Club's customer service line), provide other paid services and add the fee to the invoice under the Agreement and the Club's pricelist available at the Club and on the Club's website myfitness.lv.

17. According to the Agreement and its annexes, the personal data received from the Members shall be processed by the Club pursuant to the laws and regulations of the Republic of Latvia for the purpose of fulfilling mutual obligations arising from the Agreement. The Club shall be in charge of processing the personal data.

18. The Club has the right to transfer your personal data (including name, personal identification number and contact information) and data about your debt obligations to the debt collection service providers if your payment obligations to the Club have been overdue for more than 30 days.

19. In the event that the Member fails to fulfill or commits a material breach of its obligations and responsibilities (Clauses 4.2 and 22 of the Membership Agreement) including in the event that the Member has failed to fulfil its payment obligations to the Club by day 10 (ten) of the current month or another date stipulated in the Agreement, the Club shall have the right to terminate the Agreement under the procedure laid down in Clause 13 of the Agreement without cancelling the Member's debt, if any. Fee for the services supplied by the Club shall only be charged for the period of their availability to the Member. The Club shall be obligated to assess the character and nature (severity) of the Member's obligations before making a decision on unilateral termination of the Agreement.

20. In the event that any of the terms and conditions of the Agreement fail to comply with the laws and regulations of the Republic of Latvia or become invalid, it shall not affect the validity of other terms and conditions of the Agreement.

21. Member shall be subject to General Regulations of the Club, Booking Regulations, Internal Rules of the Club, Terms of Payment, and Pricelist. The documents above shall be available on the Club's website [www.myfitness.lv](http://www.myfitness.lv) as well as at the Club. The Member shall be responsible for complying with the rules and regulations above.

22. The Club shall have the right to make amendments to the Agreement or its annexes due to valid reasons and publish the amendments on the Club's website myfitness.lv and make them available at the Club as well as mail them to the Member's e-mail address. The Member shall have the right to unilaterally terminate the Agreement if the Member receives a notification from the Club on amendments to the Agreement but disagrees with them by giving a written notice to the Club before the effective day of the respective amendments. The Club shall notify the Member of amendments to the Agreement at least one month before the said amendments become effective. Clauses 13 and 14 shall not apply to the enforcement of Clause 22 of the Agreement.

23. All communications of the Parties shall be drawn up in writing and submitted to the other Party at the e-mail address specified in the Agreement.

24. The Parties agree that this Agreement is signed electronically. An electronically signed agreement has the same legal force as a manually signed document.

I hereby consent to the Club processing my personal data (including my name, personal identification number, date of birth, contact information, and any choices made when using any service or purchasing any product) in accordance with the Privacy Policy – <https://www.myfitness.lv/par-myfitness/svariga-informacija/pazinojums-par-privatumu/>. This includes the preparation of customer databases and statistics, as well as the marketing of various products and services.

You have the right to exercise the rights granted under applicable data protection laws, including requesting information from the Club regarding the data collected about you and opting out of any offers at any time.

#### **ACCEPTANCE OF MEMBERSHIP AGREEMENT**

I confirm that the provided data is true and up-to-date and I have read the Membership Agreement, the General Conditions, the Internal Regulations, the Booking Rules and the Price List and agree to fully comply with the Membership Agreement and its parts.

Yes

No