

Terms of Service

These Terms of Service (the Terms) specify the scope, terms, and conditions of the provision of the services provided by Perfect Gym Solutions S.A. with its registered office in Warsaw (Perfect Gym) through Perfect Gym's online platform.

By, as applicable, signing up to Perfect Gym's online platform and completing your registration, executing the Head Agreement or executing the Order Form and submitting the Order Form to the Service Provider, you indicate your acceptance of these Terms and agree to abide by its terms and conditions. If you are signing up to Perfect Gym's online platform and are completing the registration, executing the Head Agreement or executing the Order Form and submitting the Order Form to the Service Provider on behalf of a business or other legal entity, you hereby represent and warrant that you have the due authority to bind such entity and its affiliates to the terms and conditions of the Agreement. For the avoidance of doubt, if you do not have such authority, you are not entitled to sign up to Perfect Gym's online platform and complete the registration, execute the Head Agreement or execute the Order Form and submit the Order Form to the Service Provider and accept the Terms or to use the System or receive the Services from the Service Provider and you will be liable to the Service Provider for any damages resulting from or connected with you taking such actions without being duly authorized to do so.

1. Definitions

The terms defined in these Terms shall have the following meanings:

Agreement - the agreement entered into by and between the Service Provider and the Customer, consisting of, as applicable, either:

- a) only these Terms;
- b) these Terms together with the Head Agreement; or
- c) these Terms together with the Order Form.

Actual Service Availability Time - the total time specified in minutes, per annum, during which the Services are actually available to the Customer, i.e. the total time during which there were no critical failures referred to in clause 6.2 of these Terms with respect to the Customer.

Amendment Letter - an amendment letter defined as such in clause 8.2 of these Terms.

Business Day - any day except any Saturday, any Sunday, any day which is a public legal holiday in Poland or any day on which banking institutions in Poland and the Service Provider are closed for business.

Confidential Information - any information related to the other Party's business, received or disclosed in connection with the Agreement, which has not been disclosed to the public and in respect to which the Party has taken actions necessary to keep it confidential; the Confidential Information includes, without limitation, particular technical, technological, and organizational information of the other Party or other information that has economic value to the other Party.

Confidentiality Obligation - the obligation defined as such in clause 15.4 of these Terms.

Customer - the entity that, as applicable, will or has entered in to the Agreement with the Service Provider.

Customer Account - an individual account of the Customer created upon registration using the System, allowing the Customer to access the System and the Services accessible after entering the login and the password.

Extra Services - the services provided by the Service Provider in connection with the System, other than the Services provided under these Terms and regulated by separate terms and conditions concerning the Extra Services.

First Subscription Fee - the remuneration payable by the Customer to the Service Provider as stated and defined as such in clause 9.2 of these Terms.

Head Agreement - a separate, written agreement entered into by and between the Service Provider and the Customer with respect to the provision of Services.

Intellectual Property - all Intellectual Property Rights of the Service Provider subsisting in the System, or created during the design and development of the System, including software, source and object codes, databases, scripts, records, manuals, documents, specifications, plans, program listings, calculations or drawings all of the Service Provider's Intellectual Property Rights in the overall concept and operation of the System, and the Confidential Information of the Service Provider.

Intellectual Property Rights all intellectual property rights, whether registrable or not, including but not limited to the following rights:

- a) patents, copyright, rights in circuit layouts, designs, trademarks and any right to have confidential information kept confidential; and
- b) any application or right to apply for the registration of any of the rights referred to in paragraph a) above

Location - the Customer's sport club, sport facility, or any other type of facility

Minimum Original Term Subscription Fee - the remuneration payable by the Customer to the Service Provider as stated and defined as such in clause 9.1 of these Terms.

Month - a period from a specified day in one month to:

- a) the day numerically corresponding to that day in the following month, less one; or
- b) the last day of the following month, if such following month does not have a numerically corresponding day as mentioned in point a) above.

Order Form - a separate, written agreement between the Service Provider and the Customer with respect to the provision of Services entered into by way of the Service Provider accepting and signing an order form signed by the Customer and submitted to the Service Provider

Original Term - a definite term for which the Agreement is entered into as stated, as applicable, in:

- a) the Service Provider's confirmation email sent to the Customer as referred to in clause 4.6 of these Terms;
- b) the Head Agreement; or
- c) the Order Form,

and defined as such in clause 8.1 of these Terms.

Party a party to the Agreement, respectively the Service Provider or the Customer, and the Parties shall mean both the Service Provider and the Customer.

Payment Period - means a payment period comprising the respective number of Subscription Periods for which payment must be made by the Customer pursuant to the payment schedule indicated in, as applicable, the Service Provider's confirmation email sent to the Customer as referred to in clause 4.6 of these Terms, the Head Agreement or the Order Form

Price List - a price list of the Services provided through the System as available on www.perfectgym.com/en/pg-pricing.

Service or Services - the individual service or services provided by the Service Provider through the System under clause 5 of these Terms and not constituting the Extra Services.

Service Availability Level - a percentage-based relation of the Actual Service Availability Time to the Service Availability Time.

Service Availability Time - the total amount of time specified in minutes, per annum, during which the Services should be available, however, when calculating the Service Availability Time, the non-availability of Services due to the reasons referred to in clause 6.8 of these Terms shall not be taken into account

Service Provider - an entity providing the Services under the Agreement, as specified in clause 18 of these Terms.

Subscription Fee - the First Subscription Fee and any other remuneration payable by the Customer to the Service Provider under clause 9 of these Terms, which during the Original Term cannot be less than the Minimum Original Term Subscription Fee.

Subscription Period - a subscription period in respect of which a Subscription Fee is payable by the Customer to the Service Provider pursuant to clause 9 of these Terms equal to a Month.

Subsequent Term - a one year definite term, for which the Agreement is automatically prolonged after the lapse of, as applicable, the Original Term or the respective Subsequent Term pursuant to clause 8 of these Terms and defined as such in clause 8.2 of these Terms.

System - an online platform made available by the Service Provider to the Customer on the Website within a Software as a Service model, through which the Service Provider provides the Services to the Customer.

Term - the Original Term, the Subsequent Term and/or a separate fixed term agreed between the Parties in the Amendment Letter or as stated in clause 8.4 of these Terms during which the Service Provider will provide the Services to the Customer.

Terms - these Terms of Services.

Website - www.perfectgym.com

2. General provisions

2.1 The provision of the Services through the System shall commence once the Service Provider receives payment for granting access to the System. The Agreement is initiated either on the date:

- a) the Customer Account is registered and the Customer accepts the Terms;
- b) the date the Head Agreement is signed by the Parties, if the Parties enter into the Head Agreement; or
- c) the date the Order Form is accepted and signed by the Service Provider, if the Customer signs and submits such Order Form to the Service Provider

2.2 The Customer is obliged to comply with the provisions of these Terms

2.3 Only an entrepreneur may be a Customer and the Customer hereby represents and warrants that it:

- a) enters into the Agreement as an entrepreneur exercising business and economic activities; and
- b) will use the Services provided to it by the Service Provider under the Agreement solely for the purpose of its business and economic activities.

2.4 The System is made available to the Customer through the Website

3. Technical conditions of Service provision

To use the System, the Customer must have a computer with both an installed Windows 8.1 (or a more recent version) operating system and an installed web browser, as well as access to the Internet and an email account. The System may be accessed only through a web browser. Cookies should be allowed. The recommended Internet connection speed is 10 Mb/s

4. Registration of the Customer Account and finalization of the Agreement

4.1 The registration of the Customer Account and the finalization of the Agreement shall be performed via the Website by way of:

- a) the Customer signing-up to Perfect Gym's online platform and completing the registration form available on the Website;
- b) the Customer entering into the Head Agreement with the Service Provider; or
- c) the Service Provider accepting and signing the Order Form that has been signed and submitted to it by the Customer,

following which the Customer Account is activated no later than 7 days from the date the actions under, as applicable, paragraph a), b) or c) above are taken by the Customer.

4.2 In the case of entering into the Agreement through the Website, the Customer must fill in the registration form available on the Website and set the password for itself. The registration form includes, in particular, the Customer's business name, the tax identification number (entrepreneurs with the registered office in Poland provide the NIP number), REGON number (in the case of entrepreneurs with the registered office in Poland), the full correspondence address together with the name of the country, the email address and the contact telephone number as well as the contact details of a person who will be responsible for all contacts with the Service Provider.

4.3 In the process of the mentioned registration through the Website, the Customer must accept these Terms.

4.4 After the registration has been completed, an email confirming the creation of the Customer Account with an activation link will be sent to the email address of the Customer stated in the registration form by the Customer. The Customer Account will be activated no later than by the deadline specified in clause 4.1 of these Terms.

4.5 Following the activation of the Customer Account, the Customer will be able to log in to the Customer Account and select the package that it intends to buy in respect of the Services. Once the package is selected, the Customer will be redirected to another website where the Customer can make the payment for the Services, or the Customer will be informed as to how the remuneration due to the Service Provider can be paid by the Customer.

4.6 After the payment has been made, an email confirming the finalization of the Agreement will be sent to the Customer and the Customer will be entitled to start using the Services

4.7 In the case of entering into the Agreement by way of:

- a) signing the Head Agreement, information about available payment options will be provided at the signing of the Head Agreement. Once the payment for the Services in respect of the Location(s) is credited in the Service Provider's bank account, an email confirming the creation of the Customer Account with an activation link will be sent to the Customer to the email address stated in the application for Services in the form of Schedule 1 of the Head Agreement and submitted by the Customer to the Service Provider on the date of the Head Agreement; or
- b) the Service Provider accepting and signing the Order Form that has been signed and submitted to by the Customer, information about available payment options will be provided to the Customer in the Order Form. Once the payment for the Services in respect of the Location(s) is credited in the Service Provider's bank account, an email confirming the creation of the Customer Account with an activation link will be sent to the Customer to the email address provided in the Order Form.

In both of the above mentioned cases, the Customer will be able to set its password to the Customer Account by accessing the activation link.

4.8 In the event of any change of the Customer's details stated in the registration form, the Head Agreement or the Order Form, in particular (but not limited to) the Customer's billing details or any other details that are required to correctly issue an invoice to the Customer, the Customer must notify the Service Provider about these changes immediately; however, no later than within 3 Business Days after the date such changes were made, by sending an email stating the amended details to the Service Provider's email address indicated in clause 18 of these Terms. For the avoidance of doubt, if further changes are made to the Customer's details after such notification, the Customer must also notify the Service Provider about these changes within the deadline and in the manner specified in the preceding sentence.

4.9 The Parties agree that if the Customer fails to make a notification as required in clause 4.8 of these Terms:

- a) the Service Provider will be entitled to rely on and use the Customer's details stated in the registration form, the Head Agreement, the Order Form or if applicable, in the most recent notification as specified in clause 4.8 of these Terms; and
- b) all communications made by the Service Provider to the Customer by using such details shall be considered as validly and effectively given to the Customer.

5. Scope of Services

5.1 Pursuant to the Agreement, the Service Provider agrees and acknowledges that depending on the Customer's choice it can provide the following Services to the Customer:

- a) granting remote access to the System;
- b) the administration of the System and storage of data entered or submitted by the Customer within the System, including the processing of personal data of the Customer's clients;
- c) the maintenance and support services in connection with the System, and
- d) providing educational materials, manuals and the knowledge base regarding the use of the System.

Certain additional services provided by the Service Provider to the Customer under the Agreement and these Terms are or may be subject to an additional fee payable by the Customer pursuant to, as applicable, the Price List, the Head Agreement or the Order Form and the Customer acknowledges and accepts this.

5.2 The Customer may allow its employees and the contractors authorized by the Customer to use the Service and the Customer shall be responsible for their compliance with the Agreement. In this respect, the Customer shall remain liable to the Service Provider for any breach of the Agreement made by such employees or contractors of the Customer.

5.3 The System is used to support the management of a Location and it allows the Customer, amongst others things, to manage staff, equipment, rooms, relations with the Location's customers, the collection of fees from the Location's customers, memberships, points of sale and warehousing. The Customer can access the detailed information on the System functionalities (including those that are subject to an additional fee payable by the Customer) on www.perfectgym.com/en/pg-pricing.

5.4 At the Customer's request, the Service Provider may, but will not be obliged to:

- a) organize trainings for the Customer's employees on how to use the System; or
- b) provide other services (e.g. configuration support, custom reports, batch/mass changes, installation of work stations, email/document template updates) related to the implementation and post-implementation use of the System,

and such services will not be included in the Services, and will be performed by the Service Provider for an additional remuneration specified in a separate offer from the Service Provider.

6. Maintenance and support of the System

6.1 The Service Provider undertakes the ongoing provision of the Services by ensuring the correct functioning of the System during the Term of the Agreement, provided that the Customer uses the System in accordance with the technical recommendations specified by the Service Provider.

6.2 Subject to clause 6.3 of these Terms, the Service Provider undertakes to use its best endeavors to rectify the failures of the System that have been notified by the Customer to the Service Provider, in accordance with the following rules:

Type of problem	Description	Time limit to remove the problem
Critical Failure	<p>Condition of the System which prevents using all of its functionalities or basic functionalities and there is no way to work around the problem, i.e.:</p> <ul style="list-style-type: none"> - Processing of electronic payments - Collection of membership fees - Controlling access to the Location - Purchase of products in the Location - Online purchase and reservation of services or products 	Up to 24 hours from the date the Service Provider receives the proper notification of the failure from the Customer
Significant Failure	<p>Failures that significantly hinder, but do not prevent using (there is no possible way of applying a reasonable circumvention, and concern the majority of users) the most important functionalities of the System, i.e.:</p> <ul style="list-style-type: none"> - Processing of electronic payments - Collection of membership fees - Controlling access to the Location - Purchase of products in the Location - Online purchase and reservation of services or products - Generating accounting documents as well as documents used for tax settlements - Problems related to the management of Location members' contracts 	Up to 4 Business Days from the date the Service Provider receives the proper notification of the failure from the Customer
Defect	Failures and defects that restrict the use of the System's functionality to a limited group of users, there is a reasonable circumvention	Up to 30 days from the date the Service Provider receives the proper notification of the defect from the Customer
Minor Defect	Defects that do not interfere with the functioning of the System and individual functionalities or interfere with them to a small extent	The nearest cumulative update of the System

6.3 System failures or errors should be reported to the e-mail address or telephone number indicated in the administrative panel of the Customer's Account in the hours indicated in the administration panel, immediately, within 48 hours after the moment such failures or errors in the System are noticed by the Customer, but no later than 3

days after the date such failures or errors in the System occur. Reporting a failure or error of the System must contain the type and description of the failure. The Service Provider reserves the right to modify the type of notification after verification.

6.4 The notification of the failure will be confirmed by the Service Provider by email. The deadlines for removing the System failures are measured from the moment of their proper notification to the Service Provider. The example of proper notification can be found in the following support tab: www.perfectgym.com/en/contact.

6.5 The Service Provider undertakes that during the entire Term of the Agreement, the Customer will be provided with the necessary support, including providing advice and consultation regarding the operation and use of the System. The Customer will be entitled to submit to the Service Provider its general inquiries, i.e. advice and consultation regarding the operation of the System, as well as suggestions for new functionalities or improvements, only by sending such general inquiries to the Service Provider's email address indicated in clause 18 of these Terms. The Service Provider may, but will not be obliged to, reply to them within a reasonable time.

6.6 Subject to clause 6.8, 11 and 13 of these Terms, the Service Provider agrees that the Service Availability Level per annum shall amount to 99.5%.

6.7 The annual period for which the Service Availability Time, the Actual Service Availability Time, as well as the Service Availability Level will begin when the Customer commences its use of the Services as specified, respectively, in clause 4.6 and in clause 4.7 of these Terms.

6.8 In calculating and determining the deadlines for removing the System's failures or defects, the Service Availability Time, the Actual Service Availability Time and/or the Service Availability Level, the Parties must not take into account any non-availability due to:

- a) any reason for which the Service Provider is not liable pursuant to clauses 11 and 13 of these Terms;
- b) the suspension of the provision of the Services under clause 9.11 of these Terms;
- c) any maintenance and/or modification of the System, in respect to which the Customer was notified in accordance with clause 6.13 of these Terms;
- d) mechanical damage to peripheral devices integrated with the Services; and
- e) software failures caused by third parties (e.g., payment gateways integrated with our Service, ERP systems) or requiring third-party actions (e.g., the publication of a mobile application by Apple at the App Store).

6.9 The liability of the Service Provider for the damages incurred due to failure on the part of the Service Provider to observe the Service Availability Level indicated in clause 6.6 of these Terms shall be limited exclusively to providing Services to the Customer free of charge in the Subscription Period(s) during the next Payment Period(s) following the Payment Period, in which such failure occurred according to the table below. To avoid any ambiguity, the guaranteed Service Availability Level compliant with clause 6.6 of these Terms is also indicated.

Service Availability Level	Period of rendering Services for the Customer free of charge
99.5% or higher	0 days

Service Availability Level	Period of rendering Services for the Customer free of charge
98-99.4%	1 Subscription Period
95-97.9%	2 Subscription Periods
90-94.9%	6 Subscription Periods
lower than 90%	12 Subscription Periods

6.10 In order to obtain the Services free of charge pursuant to clause 6.9 above, the Customer must jointly satisfy the following conditions:

- a) all Subscription Fees (referred to in clause 9 of these Terms) must be paid on an uninterrupted basis before the date of the application referred to in paragraph b) below is sent by the Customer to the Service Provider;
- b) the Customer must send an application to receive the Services free of charge due to failing to reach the Service Availability Level guaranteed under the Agreement (clause 6.6 of these Terms) to the Service Provider. The application must be sent to the Service Provider's email stated in clause 18 of these Terms within 30 days after the end of the annual period during which the Service Availability Level was lower than 99.5%. To receive the Services free of charge the application shall specify the specific periods and hours during which the System was not available along with the duration of the non-availability and the description of the non-availability, along with additional information such as:
 - i) what application was used by the Customer when the problem occurred (PosWeb, PGM, ClientPortal, Kiosk, etc.);
 - ii) has the issue affected one specific workstation, or more than one machine within the Location; in the latter case, how many workstations or machines have been affected; and
 - iii) has the issue occurred in any other Location of the Customer. If so, in how many and have they also been affected by such issue; and
- c) at the date the Service Provider receives the Customer's application mentioned in paragraph b) above and the date on which the Service Provider makes its decision to provide the Services free of charge to the Customer pursuant to clause 6.9 of these Terms, the Customer must not be in any breach of the Agreement, including (but not limited to) the Customer's payment obligations specified in clause 9 of these Terms

6.11 If all conditions stated in clause 6.10 of these Terms are satisfied, the Service Provider will provide the Services free of charge pursuant to clause 6.9 of these Terms in the Subscription Period(s) falling during the next Payment Period(s) following the Payment Period, in which such failure mentioned in clause 6.9 of these Terms occurred. If the Customer does not use such Services within the prescribed period of time, the Customer shall not be entitled to receive any refund, compensation or payments from the Service Provider in this respect.

6.12 The Service Provider reserves the right to suspend the provision of the Services for the period of technical breaks that are necessary due to the maintenance or the modification of the System or the replacement of the hardware or the software.

6.13 The Service Provider shall notify the Customer of each planned break in the provision of the Services due to the maintenance or the modification of the System, to the extent possible, 24 hours before the planned break through messages displayed in the System. The Service Provider shall use all reasonable efforts to ensure that the breaks in the functioning of the System take place in the hours that are reasonably the least disruptive.

7. Provision of Services

7.1 The Service Provider undertakes to provide the Services through the System under the terms and conditions specified in the Agreement.

7.2 The use of the System by the Customer requires data transmission and is dependent on the Customer paying the costs of the data transmission. The Customer acknowledges that the Service Provider does not provide any data transmission services (i.e. telecommunications services) and in order to use the System, the Customer is required to engage a separate entity for the purpose of the data transmission.

7.3 The Customer is obliged in particular to:

- a) provide accurate and up-to-date data about the Customer and its business, and in the event of any subsequent changes of such data, to immediately, but not later than within 3 Business Days from the date of such change occurs, notify the Service Provider of such changes;
- b) carry out business activities in accordance with the law;
- c) use the System as intended and in a manner that does not disrupt its functioning;
- d) respect these Terms and applicable laws when using the System, and in particular to respect personal interest and the Intellectual Property Rights of the Service Provider and of third parties;
- e) provide data and information that are true, accurate and up-to-date, not misleading and not in breach of third party rights; and
- f) keep the login and password to the Customer Account confidential and not to share it with third parties.

7.4 The Customer must not:

- a) by using the System provide contents of an unlawful nature;
- b) take any action intended or leading to the infringement of the security of the data processed within the System;
- c) undertake unauthorized attempts to access the System or undertake other actions intended or leading to disrupting the correct functioning of the System;
- d) use the Services to harass any person, cause damage or injury to any person or property;
- e) publish any material that is false, defamatory, harassing, or obscene;
- f) send unsolicited bulk e-mail, junk mail, spam, or chain letters;
- g) infringe property rights; or otherwise violate applicable laws, ordinances, or regulations;
- h) perform or disclose any benchmarking, availability, or performance testing of the Service or the content of any advice provided by or consultations undertaken with the Service Provider; or

- i) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access, or penetration testing of the Services.

7.5 Notwithstanding the other rights that the Service Provider has under these Terms, the Service Provider will be entitled to take remedial action if the Customer breaches its obligations under clause 7.4 of these Terms, and such remedial action may include removing or disabling access to material that violates the policy

7.6 The Customer shall be exclusively liable for the disclosure of its login and password to the Customer Account to any third party. The Customer is obliged to notify the Service Provider immediately, in any case not later than within 3 Business Days from the date of such disclosure, of any case of disclosing the login and password to the Customer Account to a third party as well as of any case of infringing the rules specified in these Terms.

7.7 The Customer is not entitled to demand that the Service Provider introduce any modifications of the System other than those that are necessary for the Service Provider to comply with its obligations under clauses 6.1 and 6.2 of these Terms. In particular, the Customer acknowledges and accepts that under the Agreement the Service Provider makes the System available to the Customer on an "as is" basis and any modification, in particular any modification of the functionalities of the System or any change of the Customer's graphic user interface, may be performed by the Service Provider subject to entering into a separate agreement between the Service Provider and the Customer and for an additional remuneration.

7.8 The Customer agrees to the Service Provider installing any updates or modifications of the System having, in the reasonable opinion of the Service Provider, a positive effect on the System, in particular by improving the functioning of the System or comprising adding new functionalities to the System, modifying the already existing functionalities of the System or modifying the Customer's graphic user interface.

7.9 The Extra Services shall be provided by the Service Provider under separate agreements and terms, and for the avoidance of doubt, these Terms shall not apply to the Extra Services. The list of the Extra Services provided by the Service Provider is available through the administration panel in the Customer Account. In order to start using the Extra Services, the Customer must enter into an agreement for the provision of such Extra Services through the Customer Account or by means of a written agreement.

7.10 The Service Provider is entitled to publish the name and the logotype or to indicate the Customer on its Internet website for promotional purposes, or in the offers, presentations, and other marketing documents sent to potential Customers by the Service Provider.

8. Term of the Agreement and resignation from the Services

8.1 The Agreement shall be entered into for a definite term as stated, as applicable, in the Service Provider's confirmation email referred to in clause 4.6 of these Terms, the signed Head Agreement or the Order Form accepted and signed by the Service Provider counted from, as applicable the date on which:

- a) the Customer approves these Terms, if the Agreement is concluded through the Website;

- b) the Head Agreement is signed between the Customer and the Service Provider; or
- c) the Order Form that has been signed by the Customer and submitted to the Service Provider is accepted and signed by the Service Provider.

(the Original Term).

8.2 Subject to clause 8.3 and 8.4 of these Terms, after the lapse of the Original Term and each respective Subsequent Term, the Agreement shall be automatically prolonged and shall continue to be in force and binding for the Customer and the Service Provider for a definite term of one year (the Subsequent Term) and, without affecting the effectiveness of such prolongation, the Service Provider shall notify the Customer about such prolongation. The Service Provider shall be entitled to renegotiate the terms and conditions of the Agreement at any time during the Subsequent Term by sending the Customer an amendment letter (the Amendment Letter) setting out the new terms and conditions of the Agreement, respectively, to its email address or postal address. If the Customer:

- a) agrees to the new terms and conditions of the Agreement as set out in the Amendment Letter it must consent to such terms and conditions by countersigning the Amendment Letter and, respectively, send the copy of the countersigned Amendment Letter to the Service Provider's email address indicated in clause 18 of these Terms or the original of the countersigned Amendment Letter to the Service Provider's postal address indicated in clause 18 of these Terms no later than 14 Business Days from the date the Customer receives the Amendment Letter; in such case, the Agreement shall continue to be in force for the Subsequent Term and the new terms and conditions of the Agreement shall bind the Service Provider and the Customer from the date the Service Provider receives the Customer's countersigned Amendment Letter; or
- b) does not agree to the new terms and conditions of the Agreement as set out in the Amendment Letter, it must inform the Service Provider that it does not consent to such terms and conditions by sending an email to the Service Provider's email address indicated in clause 18 of these Terms no later than 14 Business Days from the date the Customer receives the Amendment Letter; in such case or if the Customer does not respond to the Service Provider's Amendment Letter pursuant to paragraph a) above or this paragraph b), the Agreement shall be terminated with the lapse of the Subsequent Term during which the Amendment Letter was sent by the Service Provider to the Customer.

8.3 No later than by the date falling:

- a) 30 days before the last day of, as applicable, the Original Term or the Subsequent Term, the Service Provider will be entitled to notify the Customer that due to the increase in the costs of providing the Services to the Customer, the Service Provider cannot prolong its cooperation with the Customer under the Agreement; and
- b) 3 months before the last day of, as applicable, the Original Term or the Subsequent Terms, the Customer will be entitled to notify the Service Provider that it does not intend to prolong its cooperation with the Service Provider under the Agreement,

and in such cases, the Agreement shall not be automatically prolonged or continue to be in force and binding for the Customer and the Service Provider for the Subsequent Term and the Agreement will be terminated on the last day of, as applicable, the Original Term or the Subsequent Term during which the notification indicated in paragraph a) or paragraph b) above was made.

8.4 No later than by the date falling 3 months before the last day of, as applicable, the Original Term or the Subsequent Term, each Party will be entitled to notify the other Party that it would like to prolong its cooperation with the other Party under

new terms and conditions of the Agreement. If such new terms and conditions are agreed between the Parties, the Parties will enter into an amendment to the Agreement stating such new terms and conditions by the end of, as applicable, the Original Term or the Subsequent Term and the Agreement shall continue to be in force and bind the Parties on such new terms and conditions.

8.5 No later than by the date falling 30 days before the last day of, as applicable, the Original Term or the Subsequent Term the Customer must notify the Service Provider if it intends to decrease the number of Locations using the Services or the number of Services registered during the Original Term or the Subsequent Term in the following Subsequent Term. In such case, the Service Provider will recalculate the Minimum Original Subscription Fee being the basis for calculating the Subscription Fee in the respective Subsequent Term as stated in clause 9.2 of these Terms unless otherwise agreed between the Parties in the Amendment Letter or in an agreement as stated in 8.4 of these Terms

8.6 During the Term, the Customer may terminate the Agreement with immediate effect by giving notice to the Service Provider if:

- a) the Service Availability Level is lower than 90% during three consecutive Subscription Periods; and
- b) the Service Provider does not remedy such material breach mentioned in subpoint a) of point 8.6 and its consequences within 10 Business Days after the Service Provider receives a notification of the material breach from the Customer. The form of such notification from the Customer to the Service Provider is described in point 6.3 of these Terms.

In case of termination of the Agreement by the Customer pursuant to this point 8.6, as applicable:

- a) the Service Provider will be entitled to retain the Subscription Fees paid by the Customer; and
- b) the Customer will be obliged to pay the unpaid Subscription Fees to the Service Provider, in the amount corresponding to the Services provided by the Service Provider to the Customer until the lapse of the period indicated in Termination mentioned above.

8.7 During the Term, the Service Provider may terminate the Agreement with immediate effect by giving notice to the Customer:

- a) in the event of any breach of the Agreement by the Customer, including (but not limited to) such material breaches as the lack of payment of the amounts payable by the Customer to the Service Provider under the Agreement or the Customer's non-compliance with its obligations under the Agreement; and
- b) if the Customer does not remedy such breach and its consequences within 10 Business Days after such breach occurs.

In case of termination of the Agreement by the Service Provider pursuant to this point 8.7, as applicable:

- a) the Service Provider will be entitled to retain the Subscription Fees paid by the Customer; and
- b) the Customer will be obliged to pay the unpaid Subscription Fees to the Service Provider, for all Subscription Periods within the whole Term

8.8 The Service Provider may also terminate the Agreement with immediate effect if the provision of the Services is ceased as part of its business, without any liability towards the Customer.

9. Remuneration

9.1 The Customer must pay remuneration to the Service Provider for providing the Services in each Subscription Period for each Location and each Service (the Subscription Fee), which during the Original Term may not be reduced below the amount equal to the aggregate amount of:

- 1. The First Subscription Fee; and
- 2. The total amount of each additional remuneration payable by the Customer to the Service Provider for each additional Location that intends to receive or receives the Services or each additional Service added by the Customer pursuant to clause 9.8 of these Terms (the Minimum Original Term Subscription Fee).

9.2 The first Subscription Fee per Location and each Service for the first Subscription Period in the Original Term will be payable by the Customer to the Service Provider in the applicable amount stated in, as applicable, the Price List, the Head Agreement or the Order Form (the First Subscription Fee). If the Agreement is automatically prolonged for the Subsequent Term pursuant to clause 8.2 of these Terms, subject to the terms and conditions of the Amendment Letter, clause 8.4 and clause 9.8 of these Terms, the Subscription Fee per Location and each Service for a Subscription Period in each Subsequent Term shall be equal to the Minimum Original Term Subscription Fee increased by the amount equal to 7% of the Minimum Original Term Subscription Fee; however, if applicable, taking into account the recalculation of the Minimum Original Term Subscription Fee made in accordance with clause 8.5 of these Terms.

9.3 In any case, the Subscription Fee depends, in particular on the initially registered number of the Customer's Locations using the Services at the beginning of the Original Term and the Customer's new Locations using the Services in a given Subscription Period during the Term, and is determined by the Service Provider on the date of issuing the invoice or payment date.

9.4 The currently valid Price List is available on the website www.perfectgym.com/en/pg-pricing. The Customer may pay the Subscription Fee through the payment website or by bank transfer to the Service Provider's bank account specified on the Agreement or the Service Provider's bank account indicated on the invoice issued to the Customer.

9.5 Unless otherwise agreed by the Service Provider, the Subscription Fee shall be charged in advance for each Subscription Period and shall be payable by the Customer for each Payment Period pursuant to the payment schedule indicated in, as applicable, the Service Provider's confirmation email sent to the Customer as referred to in clause 4.6 of these Terms, the Head Agreement or the Order Form.

9.6 The Service Provider shall issue an invoice to the Customer for each payment of the Subscription Fee, either before the payment is due or after the payment is done, and the Customer will be obliged to make timely payments of the Subscription Fee pursuant to point 9.5 of these Terms regardless of the Service Provider's obligation to issue the relevant invoice in this respect.

9.7 Where the payment of the Subscription Fee is due after issuing an invoice, the Customer must pay the Subscription Fee within the deadline indicated on the invoice.

9.8 The Customer will be entitled to request the Service Provider to add Locations using the Services or additional Services as indicated by the Customer during the Subscription Period through its Customer Account or alternatively by sending a written request to the Service Provider's email address indicated in clause 18 of the Terms. If such additional Locations or additional Services are accepted by the Service Provider, the Service Provider will notify the Customer accordingly. The remuneration payable by the Customer to the Service Provider for each additional Location or each additional Service will be calculated by the Service Provider, following which the Service Provider will issue an invoice for such remuneration to the Customer and the Customer will be obliged to pay such remuneration pursuant to clause 9.6 of these Terms, and the Customer's obligation to pay remuneration for an additional Location arises regardless of whether such Location has been already opened for the Customer's clients or whether actual services are provided in favor of the Customer's clients within such Location. For the avoidance of doubt, the aggregate amount of such remuneration will be added to the amount of the Subscription Fee payable by the Customer to the Service Provider for the Subscription Periods in the next Payment Period.

9.9 If for any reason the Customer decides to decrease the number of Locations using the Services or the number of Services during:

- a) the Original Term or the Subsequent Term during any Subscription Period:
 - i) the Customer will not be entitled to demand a recalculation and reduction of, as applicable, the Minimum Original Term Subscription Fee in the Original Term or the Subscription Fee during the Subsequent Term and in this respect the Customer will not be entitled to receive any refund or payment from the Service Provider; and
 - ii) if due to such decrease the number of Locations using the Services is equal to zero and no Location uses the Services, the Service Provider will be entitled to suspend providing its Services and terminate the Agreement with immediate effect by giving notice to the Customer, and the Customer will be obliged to pay a termination fee in the amount equal to the aggregate amount of Subscription Fees that the Customer would have to pay for the remaining Subscription Periods in, as applicable, the Original Term or the Subsequent Term; and
- b) a fixed term during any Subscription Period, for which the Agreement is prolonged as provided under the Amendment Letter or as agreed between the Parties pursuant to clause 8.4 of these Terms, the provisions of, as applicable, such Amendment Letter or the agreement between the Parties under clause 8.4 of these Terms will apply.

9.10 If certain Locations using the Services are deactivated, the Service Provider will enable the Customer to download from the System the personal data and other information collected in respect to such Locations in a commonly used format (for example, in Excel format), and 14 days after such Locations have been deactivated, the Service Provider will delete the personal data and other information from all data carriers, subject as required or permitted by the law.

9.11 If the Customer fails to pay any part of any Subscription Fee, the Service Provider shall have the right to suspend the provision of all or some Services until the Customer pays the outstanding remuneration and/or to terminate the Agreement with immediate effect by giving notice to the Customer, pursuant to point 8.7 of these Terms.

9.12 The Service Provider reserves its right to charge additional fees in the amounts provided for by the applicable law, in particular (but not limited to) under the legal act

dated 8 March 2013 on the dates of payments in commercial transaction, as amended, if the Customer is in delay in respect of any sum under the Agreement.

10. Set-off and application of moneys received

10.1 The Service Provider shall be entitled to set off any claims it has towards the Customer against the Customer's claims towards the Service Provider.

10.2 The Customer shall not be entitled to set off any claims it has towards the Service Provider against the Service Provider's claims towards the Customer

10.3 Any money received by the Service Provider from the Customer under or in connection with the Agreement shall be applied by the Service Provider at its own discretion on the account of the specific claims under the Agreement notwithstanding their maturity as chosen by the Service Provider. For the avoidance of doubt, the Service Provider shall be entitled to apply any money received by the Service Provider from the Customer under or in connection with the Agreement first towards the payment of any outstanding interest and second towards the payment of the most mature principal amounts of the Subscription Fees

11. Warranties

11.1 The Service Provider makes no representation or gives any warranty in relation to any incorrect performance or functionality of the System or its Service which would result partly or wholly from data, records or other information provided by the Customer or a third party to the Service Provider. No warranty is given as to the accuracy, precision, or reliability of reports, data or information generated by the System. No warranty for legal of physical defects of the System is given by the Service Provider.

11.2 The Customer confirms that it used the demo version of the System and that it is fully aware and acquainted with the functionalities of the System and the scope of the Service. The Customer further confirms that its decision to purchase access to the System is based on its use of the demo version of the System and not on any images, presentations, descriptive material or other documents or programs made available to the Customer on the Website, in any advertising materials or during presentations concerning the System.

11.3 The Customer acknowledges and accepts that the Service Provider cannot guarantee that the System will be free from any interruption or error. The Customer further accepts that the existence of any such interruptions or errors shall not be construed as the Service Provider's breach of the Agreement.

11.4 The Customer acknowledges and accepts that the accuracy of the System's operation depends on the accuracy of the data or information provided by the Customer and any third parties to the Service Provider or the System, and that the Service Provider will not be liable for any damage to property, injury or death to any such person or any other claims and demands which may be made against the Service Provider if such damage, injury, death, claims or demands are connected with or result, directly or indirectly, from the data, records or other information provided by the Customer or any third parties to the Service Provider or the System.

11.5 Except as explicitly stated in the Agreement, the Service Provider makes no representation or gives any warranty in relation to any incorrect performance or functionality, which is connected or results, directly or indirectly, from the data,

records or other information provided by the Customer or a third party to the Service Provider or the System.

11.6 The Customer warrants that all data, records and other information that it uploads to the System will:

- a) be true, accurate, current and complete;
- b) be free from any defects and errors;
- c) be fit for any implied or disclosed purpose; and
- d) not infringe on the intellectual property rights or personal interests of any third parties.

11.7 Except as explicitly stated in the Agreement, or as stated in any express warranty provided in the System, the Agreement does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture or performance of the System or any contractual remedy for its failure.

11.8 The Customer shall indemnify the Service Provider against any third party claims of violation of their rights, including personal interest, due to the Customer's use of the System.

12. Intellectual Property

12.1 The Customer accepts and acknowledges that the System is the subject of copyrights and that it is protected by applicable copyright laws.

12.2 During the Term of the Agreement or at any time after the Agreement is terminated the Customer must not permit any act or perform any act which would infringe or infringes on the Service Provider's copyrights and, without limiting the generality of the foregoing, the Customer undertakes not to copy the System except as otherwise expressly authorized by the Agreement.

12.3 The Customer must indemnify the Service Provider against all liabilities, costs, and expenses that the Service Provider may incur or incurs as a result of the Customer breaching of the copyright provisions expressed in this clause 12 or any other provisions of the Agreement.

12.4 The Customer has no rights to the System other than those set out in the Agreement. Other than in accordance with the Agreement, the Customer must not sell, allow further subscription, assign, transfer or in any other way encumber, exploit or deal with (including as a result of succession, or a change in ownership or control) the System, the Intellectual Property or the Intellectual Property Rights existing in the System to any third party without the Service Provider's prior written consent.

12.5 All rights in and to the System, and all copies thereof, as well as all Intellectual Property are and at all times shall remain the property of the Service Provider. The Customer shall not acquire or retain any right, title or interest in the System, the Intellectual Property or the Intellectual Property Rights

13. Liability and Indemnity

13.1 The Service Provider's liability for non-performance or improper performance of the obligations arising from the Agreement shall be limited to the Customer's actual damages and shall not include lost profits, if any or any indirect or consequential losses. The Service Provider's liability shall be limited (in the year of the performance

of the Agreement) to the amount equal to the Subscription Fee for a Subscription Period). The aforementioned limitation shall not apply to the liability for intentional damage.

13.2 The Service Provider will not be liable for any indirect or consequential losses suffered by the Customer or any third party, howsoever caused, including but not limited to the loss of turnover, profits, business or goodwill or any liability to another party as a result of any performance, delay, errors in the System or any omissions in any data of information supplied pursuant the Agreement or as a result of the Service Provider being unable to provide upgrades or new releases or any defects or deficiencies in the System. The aforementioned limitation shall not apply to the liability for intentional damage.

13.3 The Service Provider shall not be liable for:

- a) any technical problems, including delays in data transmission attributable to the equipment belonging to the Customer and the devices, information systems and computer and telecommunication networks belonging to telecommunication service providers;
- b) data transmission quality and speed resulting from the services provided by the telecommunication service provider;
- c) the non-performance or improper performance of the Services due to incorrect operation of the telecommunication services used by the Customer;
- d) any damage suffered by the Customer due to the risks existing on the Internet, in particular breaks into the Customer's devices, password takeover by third party, virus infection of the Customer's devices; or
- e) any incorrect use of the System by the Customer, i.e. not intended use of the System, use that is non-compliant with the Terms or illegal.

13.4 The Service Provider shall not be liable for any failure of the System caused by a force majeure event. A force majeure shall constitute an event such as:

- a) electrical, internet, or telecommunication outage that is not caused by the obligated party;
- b) government restrictions (including the denial or cancelation of any export, import or other license); or
- c) other event outside the reasonable control of the Service Provider,

and in case of a failure specified in this paragraph, the Service Provider shall inform the Customer of the reasons for the failure by email.

13.5 The Customer assumes all risk and liability for loss, damage, or injury to persons or to the Customer's property, or third parties arising out of the use or possession of the System, unless recoverable from the Service Provider based on the application of any legislation which cannot be excluded, restricted, or modified.

13.6 The Customer will be solely liable for the contents of the data and information entered into the System by the Customer and the manner in which the Customer uses the System and the Services.

13.7 The Customer shall be liable for actions and/or omissions of any entities to which the Customer provides access to the System through the Customer's own Customer Account, as if the Customer had made those own actions and/or omissions.

13.8 The Customer agrees to indemnify the Service Provider against all expenses, losses, damages, liabilities and costs (including indemnity from legal costs) that the Service Provider or a third party may sustain or incur as a result of:

- a) any breach of the Agreement by the Customer or the Customer's employees, agents or contractors;
- b) any negligent or unlawful act or omission of the Customer or any of the Customer's employees, agents or contractors;
- c) the provision of the data by the Customer;
- d) the Customer's use of the System;
- e) a third party's use or reliance on any data or information uploaded to the System; or
- f) a breach of any third party's copyright arising in relation to any data or information uploaded to the System.

14. Personal data processing

14.1 Customer's clients' personal data will be processed by the Parties in accordance with the terms and provisions of the personal data processing addendum included in Schedule 1 (Personal data processing addendum) to these Terms, which form an integral part of these Terms and the Service Provider agrees to such process such data

14.2 Wherever the Service Provider shall not be considered as an individual controller of a Customer's, Customer's employees or Customer's clients' personal data the Parties will enter into a separate data processing agreement.

14.3 For the avoidance of doubt, by accepting these Terms and signing the Agreement, the Customer accepts the terms and conditions pursuant to which all personal data of the Customer, its employees and clients will be processed by the Service Provider.

15. Confidentiality

15.1 The Parties agree and acknowledge that they will, subject to mandatory provisions of law, keep confidential all the Confidential Information and not disclose it to any third party or use it for any purposes other than those arising directly from the Agreement, without the prior written consent of the other Party.

15.2 The Customer must not:

- a) decompile, disassemble, reverse engineer, copy, create a derivative work of, make any written notes, reproduce, retain, store, record, document or duplicate any part of the Service Provider's Confidential Information which is in writing, computerized or in another recorded form; or
- b) attempt to make any variations, modifications or improvements to any of the Service Provider's Confidential Information,

without the prior written consent of the Service Provider.

15.3 The Customer must, as soon as reasonably practicable, but in any case no later than 5 Business Days after the date the Customer receives a request from the Service Provider or the date on which the Agreement is terminated, as applicable, return or destroy any and all of the Service Provider's Confidential Information, which is in the Customer's possession or control and the Customer must not retain, record,

store, document or computerize any of the Service Provider's Confidential Information.

15.4 The confidentiality obligation of the Parties, referred to in this clause 15 (the Confidentiality Obligation), shall not apply to the Confidential Information which/if:

- a) the Party obliged to comply with the Confidentiality Obligation can document that it was in possession of such Confidential Information at the time such Confidential Information was disclosed to it by the other Party;
- b) the Confidential Information is or will become public or publicly available otherwise than through an action or omission of the Party obliged to comply with the Confidentiality Obligation, its representatives, employees or agents;
- c) the Confidential Information obtained by the Party obliged to comply with the Confidentiality Obligation from a third party which has the right to possess such materials and information and is not bound by a confidentiality obligation directly or indirectly to the other Party; or
- d) must be disclosed to the appropriate third parties, authorities or courts under the applicable laws, or under the regulations and guidelines applied at any stock exchange where the Service Provider's shares may be listed, provided that the Confidential Information is only disclosed to the indispensable extent and the Party disclosing such information notifies the other Party of such disclosure immediately, but in any case, no later than within 5 Business Days from the date of such disclosure.

16. Complaints

16.1 The Customer will have the right to lodge complaints in respect of the Services and the System to the Service Provider

16.2 The complaint may be lodged to the Service Provider by traditional mail, email or by using a contact form available on the Website. The complaint should be sent to the addresses indicated in clause 18 of these Terms

16.3 The complaint should include at least the Customer's name, the email address which is the Customer's login to the System, a detailed description of the objections in respect of the Services or the System and the postal address of the Customer.

16.4 If the information given by the Customer is not sufficient or the Service Provider requires more details to respond to the Customer's complaint, the Service Provider shall request the Customer to provide such additional information and details. The date of receiving such additional information and details necessary to respond to the Customer's complaint by the Service Provider shall be deemed as the date on which the Customer effectively lodged the complaint.

16.5 The Service Provider shall respond to the Customer's complaint within 30 days from the date the Service Provider receives the Customer's complaint pursuant to clause 16.4 of these Terms.

16.6 All other questions and comments should be sent to the email address of the Service Provider indicated in clause 18 of these Terms or by using the contact form that is available on the Website.

17. Service Provider, governing law and jurisdiction

Depending on the registered office of the Customer, the governing law and jurisdiction of the Agreement shall be determined according to the following table:

Registered office or place of residence of the Customer	Name of the Service Provider	Governing law	Jurisdiction
European Union and all other countries except for Australia and New Zealand	Perfect Gym Solutions S.A. with its registered office in Warsaw, ul. Klimczaka 1, 02-797 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, 13 th Commercial Division of the National Court Register, under number: KRS: 0000540912, tax identification number (NIP) 9512387811: statistical identification number (REGON) 360716544, with the share capital of PLN 132,430.90 (fully paid up).	Polish law	Any disputes arising out of or related to the Agreement shall be finally settled either: 1) under the Arbitration Rules of the Court of Arbitration at the Polish Chamber of Commerce in force on the date of commencement of the proceeding by an arbitrator or arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Warsaw. The language of the proceedings shall be: (i) Polish, if the Customer has its registered office or place of residence in Poland, (ii) English, if the Customer has its registered office or place of residence outside of Poland; or 2) in front of a Polish court designated according to the the place where the Service Provider has its registered office.

18. Service Provider contact details

Name of the Service Provider	Postal address	Email address	Telephone number
Perfect Gym Solutions S.A.	ul. Klimczaka 1, 02-797 Warsaw	contact@perfectgym.com	(+44) 203 699 99 98

19. Final provisions

19.1 The Terms are available on: www.perfectgym.com/en/terms and through the System.

19.2 The Service Provider reserves the right to change these Terms at any time. The amended Terms will become effective upon posting a revised version of the Terms on the Website. The Customer shall be notified by the Service Provider of any change in these Terms no later than 5 Business Days prior to the date on which the amended Terms become effective. The amended Terms shall be binding on the

Customer unless the Customer terminates the Agreement pursuant to these Terms or sends the Service Provider a notification pursuant to clause 8.3 of these Terms.

19.3 Nothing in this Agreement is to be interpreted as excluding, restricting, or modifying the application of any legislation which cannot be excluded, restricted or modified.

19.4 In case of any discrepancies between the provisions of the Terms and the mandatory laws, such laws shall apply instead of the Terms and the remaining part of the Terms shall remain in force.

Data Processing Addendum

Schedule 1

This Data Processing Addendum (the **Addendum**), is entered by and between the Service Provider and the Customer (the **Party**, each individually, a **Party**) and constitutes an integral part of the Perfect Gym Terms of Service (the **Terms**). As used herein, all terms, except as otherwise indicated, shall have the respective meanings ascribed to them in the Terms.

Whereas, the Service Provider processes Personal Data in connection with its provision of Services to the Customer; and

Whereas, the Parties wish to outline their respective responsibilities and positions with respect to EU Privacy Law (defined below).

Now therefore, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Service Provider and the Customer agree to add the following provisions to the Terms, notwithstanding anything to the contrary in the Underlying Agreement:

a. **Privacy Definitions.** The following terms shall have the following meanings:

Applicable Privacy Laws means all applicable international, national, federal, and state data protection and privacy laws, (including re EU Privacy Law as applicable to the processing of Personal Data, as defined below, in the European Union);

Controller means an entity that determines the purposes and means of processing Personal Data;

EU Privacy Law means EU Regulation 2016/679 (the General Data Protection Regulation) and any applicable national legislation made under or pursuant to it; and EU Directive 2002/58/EC and any applicable national legislation implementing it; in each case as amended or superseded; and

Personal Data means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

b. **Role of the Parties.** The Service Provider acknowledges that the Customer is a Controller of Personal Data relating to its employees and clients. The Customer acknowledges that the Service Provider shall also be an independent Controller of

Personal Data that it processes about the Customer's employees or clients to provide its Services (both to the Customer and to the Customer's clients). In no event shall the Parties process Personal Data that they each collect about the Customer's clients as joint Controllers.

c. Data Ownership. As between the Parties, each Party owns all data that such Party collects. As to the Service Provider, such data may include, without limitation: information collected from the Customer, its' employees or clients when using the Services (such as personal information submitted by Customer's employees or clients, app behavior, browser information or cookie data that may be read or deployed by the Service Provider); IP addresses; and mobile device information. The foregoing shall further include any reports created, compiled, analyzed, or derived by a Party with respect to such using. The Service Provider's data collection practices are reflected in its terms and conditions, which the Service Provider recommends that the Customer review from time to time.

d. Compliance. Each Party, as an independent Controller of the Personal Data it processes about the Customer's employees and clients, shall comply with its responsibilities under Applicable Privacy Laws. In particular, each Party shall process the Customer's employees and clients' Personal Data only for purposes that have been properly notified to the Customer's employees and clients (in accordance with the provisions below) and shall ensure that it has a lawful basis for processing the Customer's employees' and clients' Personal Data consistent with the requirements of Applicable Privacy Laws and any necessary consents obtained from the Customer's employees and clients.

e. Transparency. Each Party shall, at all times comply with its respective published terms and conditions, privacy and cookie policies, and disclosures. Each Party shall ensure that its services include prominently posted terms and conditions, privacy and cookie policies that describe in a legally sufficient manner the Personal Data that it collects, how it uses and shares such Personal Data, and how the employees and clients can opt out of such use in accordance with Applicable Privacy Laws. Specifically, the Customer agrees that:

- i. it shall ensure that it obtains the Customer's employees and clients' freely given, specific, informed, and unambiguous consent in accordance with EU Privacy Law wherever such consent constitutes a legal ground for data processing,
- ii. it shall describe the use of Personal Data to the Customer's employees and clients;
- iii. it shall comply with the Applicable Privacy Laws by providing proper information regarding Data Processing to the Customer's employees and clients; as with respect to placing or accessing any Personal Data regarding the Customer's employees and clients within the Services.

f. Not Legal Advice. Service Provider may provide recommended terms and conditions, privacy policy or disclosure language to the Customer. The Customer acknowledges that it shall not rely on such recommended language as, or as a substitute for, legal advice, and that the Customer itself is solely responsible for any disclosures in its terms and conditions, privacy policies or on its websites.

g. Security. Each Party shall implement appropriate technical and organizational security measures to protect the Customer's employees' and clients' Personal Data from accidental or unlawful destruction, loss, alteration, and unauthorized disclosure or access, consistent with the requirements of Applicable Privacy Laws.

h. Cooperation. If either Party receives any inquiry, complaint or correspondence (a Third Party Notice) from an individual, regulator, or other third party concerning the processing of Customer's employees' clients' Personal Data in connection with the Services, it shall promptly inform the other Party, and the Parties shall cooperate in good faith and as reasonably necessary to address the requirements of such Third Party Notice

i. International Data Transfers. Neither Party shall process (nor permit any third party to process) any Personal Data relating to EU citizens in a territory that is outside of the European Economic Area unless it first implements appropriate safeguards consistent with the requirements of EU Privacy Law to enable such processing to occur lawfully outside of the European Economic Area.

To the extent there is a conflict between the Terms and this Addendum, the terms of this Addendum shall govern and prevail.

Updated: 26.07.2019