

GENERAL TERMS AND CONDITIONS

for the purchase of vouchers allowing single or repeated admission, the purchase of massages, gift vouchers, discount vouchers and vouchers for additional products (sportswear, supplements, etc.) in MAX FITNESS outlets in the Czech Republic ("GTC")

1. Introductory Provisions

1.1. These GTC are the general terms and conditions of MAX FITNESS CZ s.r.o., with its registered office at náměstí Generála Píky 2703/27, Východní Předměstí, 326 00 Plzeň, ID No. 29159482, registered in the Commercial Register lodged with the Regional Court in Plzeň, Section C, File No. 27728, ("MAX FITNESS").

1.2. These GTC regulate the rights and obligations between MAX FITNESS on the one hand and clients on the other hand arising from the conclusion of purchase contracts for vouchers enabling single or repeated admission, massages, gift vouchers, discount vouchers and vouchers for additional assortment (sportswear, supplements, etc.) in MAX FITNESS outlets in the Czech Republic. For the purposes of these GTC, a client is defined as a person who has a framework contract with MAX FITNESS and is granted access to the MAX FITNESS web portal with the MAX FITNESS affiliate program under that framework contract, where they can purchase vouchers enabling single or repeated admission, massages, gift vouchers, discount vouchers and vouchers for additional products (sportswear, supplements, etc.) in MAX FITNESS outlets in the Czech Republic according to these GTC. The client is not a consumer.

1.3. The web portal with the MAX FITNESS affiliate program ("web portal") is located at partner.maxfitness.cz. The client is granted access to this website (login address and password) when registering for the MAX FITNESS partner programme, by filling in and submitting the registration form and receiving the login details (the client will only be able to purchase vouchers after signing the framework contract; the client will receive the framework contract after approval by the administrator).

2. Vouchers

2.1. The voucher comprises a one-time QR code, which entitles the voucher holder to enter any of the MAX FITNESS outlets for which it is intended. The voucher can be printed or in electronic form.

2.2. The client has the right to purchase types of vouchers currently available to clients on the web portal. The vouchers differ according to the number of admissions (one-time vouchers and vouchers with admissions for a certain period (e.g. weekly vouchers) and also according to the type of outlet (e.g. regular outlets in Prague, regular outlets in Plzeň, the Bílá Labut' outlet in Prague). MAX FITNESS is entitled to change or supplement the types of vouchers. Only those types of vouchers currently available on the web portal may be purchased. These include massage vouchers, gift vouchers and vouchers for additional products (sportswear, supplements, etc.).

2.3. A client who has entered into a contract with MAX FITNESS for the provision of discount vouchers may also generate one-off discount vouchers on the web interface that do not allow the holder of the voucher free admission, massage or the purchase of additional products

(sportswear, supplements, etc.), but the holder of such a voucher is granted a one-off discount (for admission, massage or the purchase of additional products) at the agreed amount ("discount voucher"). The amount of the agreed discount is set out in the annex to the framework contract. The holder of the discount voucher is therefore obliged to pay for admission, massages or additional assortment (at the MAX FITNESS reception), but will pay the discounted price (the standard price reduced by the relevant discount).

2.4. Clients can use vouchers they purchase at their own discretion (e.g. for their clients or employees or for third parties, for a fee or free of charge).

2.5. The voucher is valid for 1 month from the date of purchase. In the case of repeated admission vouchers, at least the first admission must be claimed while the voucher is still valid.

2.6. Once purchased, vouchers cannot be returned. No refund is due to the client or the holder of a particular voucher for unused vouchers (vouchers that have not been presented at a MAX FITNESS outlet while they are valid).

3. Conclusion of the Contract between MAX FITNESS and the Client

3.1. The client enters into a contract with MAX FITNESS for the purchase of the appropriate number and type of vouchers via the web portal.

3.2. The purchase contract is concluded when the client fills in and submits the order on the web portal (by clicking on the "GENERATE VOUCHERS" button). By submitting the order, the client confirms their agreement with the wording of these GTC.

3.3. The purchase contract is concluded upon acceptance of the order by MAX FITNESS, with the acceptance occurring when the client is sent the generated voucher.

3.4. The purchase price of the vouchers is listed on the web portal. The voucher price includes VAT. MAX FITNESS has the right to unilaterally change the price of vouchers. The voucher price payable by the client is the price indicated on the web portal at the time the client ordered the vouchers (by clicking on the "GENERATE VOUCHERS" button).

3.5. The contract for the discount voucher is concluded when the client fills in and submits the order on the web portal (by clicking on the "GENERATE DISCOUNT VOUCHER" button). By submitting the order, the client confirms their agreement with the wording of these GTC. Owing to the mutual economic advantage of providing discount vouchers, the client is not obliged to provide any monetary benefit to MAX FITNESS in exchange for the discount vouchers (this does not affect the discount voucher holder's obligation to pay the price for admission, massages or additional products at the MAX FITNESS reception, minus the discount).

4. Payment of the Purchase Price

4.1. The client will pay the purchase price for the vouchers once per month, unless agreed otherwise. MAX FITNESS will send the client a tax document (invoice) for the vouchers purchased by the client during the previous calendar month by the 10th day of the calendar month at the latest.

4.2 MAX FITNESS will send the electronic invoice to the client's e-mail address specified in the framework contract with the client.

4.3. The invoice is payable within 10 calendar days of issue.

4.4. If the client is delayed in the payment of the invoice, the client is obliged to pay MAX FITNESS contractual interest on arrears at the rate of 0.2% of the amount due for each day of delay.

4.5. If the client is delayed in the payment of the invoice, MAX FITNESS is entitled to block the client's access to the web portal.

5. Other Rights and Obligations of MAX FITNESS and the Client

5.1. Each client's access to the web portal is secured with a login address and password. The client is obliged to keep their web portal login details confidential.

5.2. The client is not entitled to allow third parties to use the web portal; this does not affect the client's right to set up two levels of access (managerial and employee) with different rights. If the login address and password are misused, e.g. by a third party ordering vouchers on behalf of the client, the client is obliged to pay MAX FITNESS for the vouchers, regardless of whether managerial or employee access has been misused.

5.3. The purchase of vouchers does not establish any direct contractual relationship between MAX FITNESS and the final holder of the voucher. The contractual relationship between MAX FITNESS and the voucher holder is established only when the voucher is presented by the voucher holder at a MAX FITNESS outlet.

5.4. By presenting the voucher when entering a MAX FITNESS outlet, the voucher holder is entitled to enter the outlet corresponding to that particular type of voucher. By presenting the voucher, the voucher holder agrees to the terms and conditions of entry and the rules applicable in the MAX FITNESS outlet. Presentation of a discount voucher entitles the holder to a discount.

5.5. The client and MAX FITNESS will actively cooperate.

6. Force Majeure

6.1. Neither party shall be liable for a delay or defect in performance if the delay or defect is caused by an extraordinary unforeseeable and insurmountable obstacle arising independently of the will of the breaching party as defined by Section 2913(2) of the Civil Code and the party whose due performance is thereby prevented has promptly informed the other party that due performance is impossible.

6.2. In such a situation, the party not fulfilling its obligations shall not be obliged to continue to provide performance affected by the circumstances constituting an impediment under paragraph 6.1 for as long as those circumstances persist.

7. Final provisions

7.1. MAX FITNESS has the right to unilaterally change these GTC under the conditions provided by law. Any amendment to the GTC does not affect the rights and obligations of the parties arising prior to the effective date of the amendment to the GTC.

7.2. The client acknowledges that the web portal may not be available continuously, especially due to necessary maintenance of hardware and software or system failures or malfunctions. In the event that the web portal is inaccessible, the client is not entitled to file any claims against MAX FITNESS.

7.3. The client has the right to withdraw from the voucher purchase contract only in cases provided for by law.

7.4. Should any provision of these GTC be found to be invalid, ineffective or unenforceable, the validity, effectiveness or enforceability of the remaining provisions shall remain unaffected.

7.5. The rights and obligations of the parties not specified in these GTC or in the concluded framework contract are governed by the laws of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, as amended, with the proviso that the parties have agreed that this Civil Code takes precedence over international treaties.

7.6. The client and MAX FITNESS also agree that any disputes will be heard by the courts of the Czech Republic, with local jurisdiction governed by the registered office of MAX FITNESS CZ s.r.o.

7.7. These GTC enter into force and effect on 1 January 2024.