

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SPORTS SERVICES DEPENDING ON THE SUBSCRIPTION PLAN AND TYPE OF SERVICES OF NEXT LEVEL FITNESS OOD

These GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SPORTS SERVICES DEPENDING ON THE SUBSCRIPTION PLAN AND TYPE OF SERVICES OF NEXT LEVEL FITNESS OOD (hereinafter referred to as the "Company"), with its registered office and management address: 1700 Sofia city, 35 Simeonovsko Shosse Blvd., fl. 3, with UIC 204479347, entered in the Commercial Register and the Register of Non-Profit Legal Entities, contact phone number: [+3592 491 0095](tel:+35924910095), email: info@nextlevelfitness.bg (hereinafter referred to as "General Terms and Conditions") shall apply to the following options for using Sports Services and types of Subscription:

- EASY Subscription;
- PRO Subscription;
- BASIC Subscription;
- Quarterly Subscription;
- Single Visit.

For the purposes of these General Terms and Conditions:

- **"Subscription"** shall mean the use of sports services for a specific or indefinite period of time.
- **"Sports services"** shall include, but not be limited to, the use of fitness halls and fitness equipment therein, as well as special lounges and recreation areas with special equipment, conducting sports classes with qualified instructors in the form of group training and other types of in-person or online sports events.
- **"Customer"** shall mean a user (natural person) who uses and pays for the sports services provided by Next Level Fitness OOD;
- **"Contract for the Provision of Sports Services"** shall mean a contract upon conclusion of these General Terms and Conditions and an Agreement for the provision of sports services depending on the subscription plan and type of services (the "Agreement"). These General Terms and Conditions and the Agreement must be provided for signature by the Customer in order to have binding force within the meaning of Art. 147a of the Consumer Protection Act.
- **"Distance Contract"** shall mean a contract within the meaning of Art. 45 of the Consumer Protection Act and shall be used for subscriptions offered both online and for other Sports Services for which the possibility of concluding a distance contract is provided. In these cases, Next Level Fitness OOD shall provide the information under Art. 47 of the Consumer Protection Act to its Customers before concluding a distance contract.
- **"Next Level Fitness OOD Facilities"** shall be all fitness halls and fitness equipment therein, as well as special lounges and recreation areas with special equipment and areas for group training, managed by Company and operating under the "Next Level Fitness Club" trademark.

All definitions mentioned in these General Terms and Conditions shall have the meaning defined therein, as well as in the [Rules for the use of sports services and for the use of the Customer Area of Next Level Fitness OOD](#).

I. TYPES OF SUBSCRIPTION.

Next Level Fitness OOD shall offer the following types of Subscription:

1. EASY Subscription

EASY Subscription: With this type of Subscription, the Customer shall have the opportunity to conclude a **Contract for the Provision of Sports Services** for an indefinite period, which may not be shorter than 2 months and longer than 12 months. **This subscription may be concluded by concluding a Distance Contract online at the web address: <https://www.nextlevelclub.bg/tсени/>, through the Next Level Fitness App mobile application, as well as in physical locations of Next Level Fitness OOD.** EASY Subscription shall be structured in prepaid monthly periods, the first of which shall start from the date of activation of the online registration, acceptance of the General Terms and Conditions and other applicable documents and policies of Next Level Fitness OOD and payment of the first subscription period and a deposit in the amount of one monthly fee. The function of the deposit shall be to secure the payment of the last monthly fee upon termination of the EASY Subscription with notification in accordance with these General Terms and Conditions or the fee for an unpaid monthly period in the event of non-payment and automatic termination of the EASY Subscription.

After the initial period of 1 month, at the beginning of each subsequent one-month period of the subscription that has not been paid, the Customer will be granted access to the facilities of Next Level Fitness OOD within the first 3 (three) days of the respective period, and from 00:00 on the fourth day, the Customer will not have access to the Company's Facilities.

Upon payment of the due fee for a one-month period, after access has been terminated due to non-payment, access shall be restored for the remaining period until the end of the relevant period, after the payment is reflected in the systems of Next Level Fitness OOD, of which the Company shall notify the Customer by email to the specified email address. The days during which the subscription was not active due to non-payment shall not be restored or transferred to another period.

In the event that the one-month fee for the EASY Subscription is not paid by the end of the current unpaid monthly period (i.e. by the end of the last day of the monthly period - 0:00), the EASY Subscription will be considered automatically terminated. The unpaid amount due for the EASY Subscription will be deducted from the deposit paid by the Customer. Upon automatic termination, the Customer will need to conclude a new contract for Sports Services Subscription with Next Level Fitness OOD in order to use the Company's services.

EASY Subscription shall allow for saving a bank card and activating an automatic payment option. After saving the bank card and activating the automatic payment option, the Customer shall express their unequivocal consent that an amount equal to the respective monthly subscription will be automatically withdrawn from the saved bank card for payment of the next monthly period when it becomes due, ensuring continuity of the concluded Contract. At any time, the Customer may withdraw their consent by deactivating the automatic payment option via the website or the Next Level Fitness App mobile application.

According to the [Company's Price List](#), the Customer may choose whether the EASY Subscription shall apply only to one Facility or to all Next Level Fitness OOD Facilities.

EXAMPLE: A Customer intends to sign up for a 6-month EASY Subscription on 1 January of the respective year. On the same day, they activate their account by following the procedure at the web address: <https://www.nextlevelclub.bg/tseni/> or through the Next Level Fitness App mobile application and pay their monthly EASY Subscription fee and deposit via bank card, as the EASY Subscription can also be concluded at the physical locations of Next Level Fitness OOD. After successful confirmation of the payment made within the same day, the Customer receives a message via the provided email that the subscription is active. From that moment on, they can visit the Company's Facilities. Initially, the prepaid period expires at 00:00 on 1 February of the respective year. After the initial prepaid monthly period has expired, the Customer has a three-calendar-day grace period to pay for the next one-month period of the desired 6-month Subscription, during which they can visit the Company's Facilities. On 4 February of the respective year at 0:00, the Customer's access is suspended due to unpaid installments. The Subscription can be reactivated by 28/29 February, upon payment, for which the Customer is automatically notified by a message to the specified email address. In the event of non-payment of the Subscription by 28/29 February of the respective year, the Subscription is considered automatically terminated, and the unpaid amount due under the EASY Subscription is deducted from the deposit.

2. PRO Subscription

PRO Subscription shall provide the Customer with the opportunity to conclude a Contract for the Provision of Sports Services for a fixed period of one year (e.g. from 23.02.2024 to 23.02.2025). The payment of the fee for this subscription shall be made in two installments, as follows:

First installment, covering the first 3 (three) months of the period, in the amount according to the [Company's price list](#), payable on the day of conclusion of the subscription;

Second installment, covering the remaining 9 (nine) months of the period, in accordance with the [Company's price list](#), payable by the expiration of the third month of the PRO Subscription, counting from its start date.

The subscription period shall begin on the day of payment of the first installment or on a date explicitly specified by the Customer and shall end at 00:00 on the relevant day of the twelfth month (*if this month does not have a relevant number, the period shall expire on its last day). In the event that the Customer pays only the First installment, but not the Second installment, the subscription shall be automatically terminated at 00:00 on the corresponding day of the third month (*if this month does not have a relevant number, the period shall expire on its last day), counting from its start date.

Upon expiration of the one-year period, unless otherwise provided, the subscription shall be terminated.

Failure to pay the Second installment on time shall result in automatic termination of the subscription, with the Customer not owing any additional fees.

The PRO Subscription can be concluded at any of the Company's Facilities, by signing a Contract for the Provision of Sports Services, as well as online on the website <https://www.nextlevelclub.bg/tseni/> and through the mobile application Next Level Fitness App - under the terms of a Distance Contract.

A PRO Subscription shall be valid for all Next Level Fitness OOD Facilities.

3. BASIC Subscription

BASIC Subscription: With this type of Subscription, the Customer shall have the opportunity to use a 30-day subscription, where the Customer shall pay the fee for the BASIC Subscription in advance and shall have the right to use the services for a period of 30 days, which shall begin on the day of payment of the fee or on another agreed date and shall end on the last day of the 30-day period of the Subscription thus determined. The BASIC Subscription can be concluded at any of the Company's Facilities, by signing a Contract for the Provision of Sports Services, as well as online on the website <https://www.nextlevelclub.bg/tseni/> and through the mobile application Next Level Fitness App - under the terms of a Distance Contract.

According to the [Company's Price List](#), the Customer may choose whether the BASIC Subscription shall apply only to one Facility or to all Next Level Fitness OOD Facilities, as well as whether it shall be valid for group classes or not.

4. Quarterly Subscription

The Quarterly Subscription shall provide the Customer with the opportunity to use a type of subscription where they shall pay a fee, according to the [Company's price list](#), in advance, and shall have the right to an unlimited number of visits per day to all Next Level Fitness OOD Facilities, for a period of three months (e.g. from 23.02.2024 to 00:00 on 23.05.2024). The subscription period shall begin on the day of payment of the fee or on a date explicitly specified by the Customer and shall end at 00:00 on the relevant day of the third month (**if this month does not have a relevant number, the period shall expire on its last day*). Upon expiration of the three-month period, the subscription shall be terminated.

This type of subscription shall not give the right to attend group classes.

The Quarterly Subscription can be concluded only online at the web address <https://www.nextlevelclub.bg/tseni/> and through the mobile application Next Level Fitness App - under the terms of a Distance Contract.

5. Single Visit

The Customer may use the Services once at a given Next Level Fitness OOD Facility after paying the relevant fee for one visit, according to the [Company's price list](#). For a single visit, a Contract for the Provision of Sports Services or a Distance Contract shall also be concluded, respectively, at each of the Company's Facilities, and also through the mobile application Next Level Fitness App.

II. TERMS OF CONCLUSION. SUBSCRIPTION TERMINATION, SUBSCRIPTION SUSPENSION

1. The subscription and the rights related to it shall apply only to the Customer who has concluded a Contract for the Provision of Sports Services or a Distance Contract and may not be transferred to third parties without prior written notification to Next Level Fitness OOD. The Company shall provide for the possibility of transferring the subscription (respectively the rights and obligations thereunder) to a third party by filling out an application for the transfer of a subscription. The application for the transfer of a subscription can be submitted via a form (available at the Company's Facilities) at the reception in any of the Company's Facilities, as well as in free text via registered mail to the address of Next Level Fitness OOD or to the email address: info@nextlevelfitness.bg. **IMPORTANT!** It shall be mandatory for the person to whom the subscription is transferred to have registered on the company's website (<https://www.nextlevelclub.bg/>) It is mandatory for the person to whom the subscription is transferred to have registered on the company's website (<https://www.nextlevelclub.bg/>) or on the Next Level Fitness App. The rules for transferring a Subscription under this item shall not apply to customers with a BASIC Subscription, whose holders shall not have the right to transfer it to third parties.
2. Persons between the ages of 14 and 17 included may conclude Contracts for the Provision of Sports Services and Distance Contracts for the following Subscription plans: Single Visit, BASIC Subscription and EASY Subscription.
3. The Parties may terminate the Contract for the Provision of Sports Services or the Distance Contract by mutual consent.
4. The Contract for the Provision of Sports Services or the Distance Contract for EASY Subscription may be terminated by the Customer with a notification sent no later than the 20th day of the respective already paid monthly period. The effect of the notification under the preceding sentence shall be that the EASY Subscription shall be terminated upon the expiry of the monthly period following the monthly period in which the notification was sent. Customers shall not be entitled to submit a notice of termination of the Contract for the Provision of Sports Services or the Distance Contract during the first month of the EASY Subscription.

EXAMPLE: A Customer signs up for a 6-month EASY Subscription on 5 January of the respective year. On the same day, they activate their account and pay the initial 1-month period from 5 January to 00:00 on 5 February, as well as the required deposit in the amount of one monthly fee. After confirmation that the subscription is active, the Customer may visit the Company's Facilities. In case after the expiry of the initial 1-month period (at 00:00 on 5 February) the Customer decides that they wish to terminate the EASY Subscription, they should send a notice of

termination to Next Level Fitness OOD by 25 February. As a result of the notice of termination, the Customer's EASY Subscription will be considered terminated with the expiry of the monthly period following the monthly period in which the notice was sent, namely on 5 April. In other words, the notice was sent in the monthly period 5 February - 5 March and the EASY Subscription is terminated with the expiry of the next monthly period - 5 March - 5 April. In the example given, the Customer pays fees for the monthly periods 5 January - 5 February and 5 February - 5 March, and for the monthly period 5 March - 5 April, the fee is repaid from the initially paid deposit.

5. Upon submission of a document certifying the inability to exercise sports activities for medical reasons lasting more than 1 month by the Customer, the Contract shall be terminated by Next Level Fitness OOD as of the 1st day of the reporting period to which the submitted document refers. In these cases, Next Level Fitness OOD shall not owe a refund of the amounts prepaid under the respective Subscription.
6. The BASIC Subscription shall expire at 00:00 on the last day of the 30-day subscription period. The Customer may not terminate this type of Subscription early.
7. A single visit shall be exhausted when using one entry into the selected Next Level Fitness OOD Facility, i.e. at the moment the Customer leaves the Next Level Fitness OOD Facility after their visit.
8. A Customer, an individual, shall be a consumer within the meaning of the Consumer Protection Act and shall be entitled, without owing compensation or penalty and without giving a reason, to withdraw from a Distance Contract concluded electronically within 14 (fourteen) days from the conclusion of the contract.
9. The withdrawal shall be made by sending an unambiguous notification to Next Level Fitness OOD by email (info@nextlevelfitness.bg) or to the mailing address of the Company, as well as to the reception of each of the Company's Facilities, in writing, of the receipt of which Next Level Fitness OOD shall inform the Customer.
10. When a Customer - an individual, a consumer within the meaning of the Consumer Protection Act, who has concluded a Contract for the Provision of Sports Services (Distance Contract) electronically, exercises their right of withdrawal after having made a request to Next Level Fitness OOD for the provision of the Sports Services before the expiration of the period for withdrawal from the Contract for Sports Services, they shall owe to Next Level Fitness OOD the proportional amount of what was actually provided to them up to the moment of withdrawal.
11. Next Level Fitness OOD shall reserves the right to terminate the Contract for the Provision of Sports Services or the Distance Contract with immediate effect if the Customer commits repeated and material violations of the Contract for the Provision of Sports Services, these General Terms and Conditions or [the Rules for the Use of Sports Services and for the Use of the Customer Area of Next Level Fitness OOD](#), as well as if the Customer repeatedly fails to comply with the instructions of the management of Next Level Fitness OOD or the personnel responsible for the operation and safety of the Company's Facilities, despite the warnings and instructions of Next Level Fitness OOD. If Next Level Fitness OOD terminates the Contract for the Provision of Sports Services or the Distance Contract in accordance with this clause, the Company shall have the right to retain all fees paid to that point as a contractual penalty for the breach of the Contract for the Provision of Sports Services or the Distance Contract, even if they relate to a period after their termination. In addition, the Customer shall be obliged to pay the Company a contractual penalty in an amount equal to the Subscription fee for three months (in the standard amount for the respective type of subscription, regardless of discounts). This shall not prejudice the right of Next Level Fitness OOD to claim compensation for the damages suffered in full. The Subscription may be renewed and a new Contract for the Provision of Sports Services or the Distance Contract concluded, respectively, only if the Customer has paid all (including previous) outstanding amounts and fulfilled all payment obligations, i.e. the Customer shall have no obligations to the Company.
12. A Customer shall have the right to file a complaint about a service when it does not comply with a Contract for the Provision of Sports Services and/or a Distance Contract:
 - 12.1. When filing a complaint, the Customer may claim to bring the service into compliance with the concluded contract, to reduce the price or to terminate the contract and refund the amount paid.
 - 12.2. When filing a complaint, the Customer shall indicate the subject of the complaint, their preferred method of satisfying the complaint, respectively the amount of the claimed amount, and a contact address.
 - 12.3. When filing a complaint, the Customer shall also necessarily attach the documents on which the claim is based:
 - 1 . receipt or invoice;
 - 2 . protocols, acts or other documents establishing the non-compliance of the service with the agreement;
 - 3 . other documents establishing the claim by reason and amount.
 - 12.4. Next Level Fitness OOD shall prepare a statement and response to the submitted complaint within 30 days of its submission.
 - 12.5. When Next Level Fitness OOD satisfies the complaint, it shall issue an act to that effect, which shall be drawn up in two copies, and one copy must be provided to the consumer.
13. Upon written request of a Customer with an EASY Subscription, Next Level Fitness OOD may suspend ("freeze") the Subscription, without specifying a reason, for a period of 1 month. Such suspension ("freezing") can be used only once every 12 months of the validity of the Contract for the Provision of Sports Services or the Distance Contract.
14. The request for suspension ("freezing") must be sent to Next Level Fitness OOD by email (info@nextlevelfitness.bg), by registered mail to the mailing address of the Company, or deposited at the reception of a selected Facility of the Company in explicit written form, and must be sent/deposited no later than the 20th day of the monthly period of the subscription preceding the monthly period for which the suspension ("freezing") is requested.

15. During the period of suspension (“freezing”) of the Subscription, the Customer shall not be entitled to use the services, as the subscription fee shall not be paid.
16. When concluding a subscription through the mobile application Next Level Fitness App, to finalize the process and conclude the Contract for the Provision of Sports Services / Distance Contract, the consumer shall sign the Contract by clicking the “Confirm subscription” button. This action shall be considered signing the Contract for the Provision of Sports Services / Distance Contract.
17. Signing a Contract for the Provision of Sports Services / Distance Contract through the mobile application Next Level Fitness App shall be optional, as customers shall have the right to conclude a Contract for the Provision of Sports Services / Distance Contract also at the website: <https://www.nextlevelclub.bg/tseni/>, as well as in the physical locations of Next Level Fitness OOD, according to the specifics agreed in these General Terms and Conditions.
18. Each purchased Subscription, regardless of the manner in which it was concluded - on site or online, will be verified by a Next Level Fitness OOD employee at the first visit of the Customer, in order to establish the identity of the Customer.
19. The Customer and Next Level Fitness OOD shall agree, pursuant to Art. 13, para. 4 of the Electronic Documents and Electronic Certification Services Act, that the legal force of the ordinary electronic signature shall be equivalent to that of the Customer's handwritten signature.

III. SUBSCRIPTION FEE, PAYMENT TERMS

1. For the provided Sports Services, the Customer shall be obliged to pay a fee to Next Level Fitness OOD in the amount specified in the [Company's price list](#) for the relevant invoicing period (referred to as “Subscription Fee”).
2. The invoicing periods for the PRO Subscription shall be for the first 3 months of the subscription and for the remaining 9 months, respectively. The fee for the first 3 months shall be paid upon conclusion of the Contract for the Provision of Sports Services or the Distance Contract. The fee for the remaining 9 months shall be paid until the expiration of the initially paid 3 months.
3. The invoicing period for the EASY Subscription shall be 1 month. The fee for the first month of the EASY Subscription shall be paid upon conclusion of the Contract for the Provision of Sports Services or the Distance Contract, respectively, simultaneously with the deposit according to these General Terms and Conditions. The fee for each subsequent monthly period after the first shall be paid no later than the first 3 days of the respective monthly period.
4. The invoicing period for the BASIC Subscription shall be 30 days, payable on the first day of this subscription or before its start.
5. The invoicing period for the Quarterly Subscription shall be three months. The Subscription Fee shall be paid in advance upon conclusion of a Distance Contract.
6. The Single Visit Fee shall be payable at the time of entry into the Company's Facility.
7. If the Customer is in default of payment of the subscription fee (or any part thereof) or with any other payment that the Customer must pay to the Company, Next Level Fitness OOD shall be entitled to deny the Customer access to the Company's Facilities until the Customer has fully paid the remaining part of their obligation, and to unilaterally suspend the provision of the Services. This condition shall not cancel the Customer's obligation to pay the relevant subscription fees for the period in which the provision of the Services is suspended in accordance with this provision. Next Level Fitness OOD shall reserve the right to claim, including by judicial means, all amounts due and payable under the concluded Contracts, as well as to use the services of third parties in the voluntary or judicial collection of these receivables, including to transfer (assign) these receivables to third parties under the terms and conditions of the applicable legislation.
8. The fact that the Customer does not use the Sports Services of the specific Facility shall not exempt them from the obligation to pay the relevant Subscription Fee. With the exception of the cases specified in these General Terms and Conditions, Next Level Fitness OOD shall not compensate or refund the Subscription Fees due for the term of the Contract in this case.
9. Next Level Fitness OOD shall reserve the right to change its price list, including amounts, terms and methods of payment. The change shall not affect Subscriptions already purchased, as the old terms will continue to apply until the expiration date of the relevant Subscription. The changes shall apply only to Contracts signed after the price list change (also in the event of Contract extension). In the event of a change in taxes or fees imposed by law or other regulatory act, Next Level Fitness OOD shall have the right to apply the legally determined tax rate automatically to the final prices specified in the current price list and in the current Service Contracts concluded with the Customers.
10. Next Level Fitness OOD shall also reserve the right to index the prices of the services at the beginning of each calendar year, using the average annual consumer price index announced by the National Statistical Institute for the previous calendar year. This increase shall be applicable to all subscription fees from the day on which the increase is published by Next Level Fitness OOD on the official website or in another appropriate manner in the Company's Facilities.
11. Subscription fees can be paid in cash at the Company's Facility or by bank transfer to the bank account of Next Level Fitness OOD specified in the Contract for the Provision of Sports Services or the Distance Contract, as well as on the Company's website, by debit card, credit card or in another manner expressly specified by Next Level Fitness OOD.

IV. OTHER TERMS AND CONDITIONS

1. These General Terms and Conditions shall be published on the website of Next Level Fitness OOD

<https://www.nextlevelclub.bg/dokumenti/>.

2. For all issues not regulated in these General Terms and Conditions, the applicable legal provisions shall apply.
3. All communications between Next Level Fitness OOD and a Customer in connection with a concluded contract for Sports Services or a Distance Contract shall be made in writing to the specified mailing addresses. The written form shall be deemed to have been complied with if communication is duly exchanged using email, again to the email addresses specified in the contracts and these General Terms and Conditions. If the Company or a Customer change the specified mailing and email addresses without notifying the other party, the latter shall not be responsible for undelivered messages, summonses and the like.
4. Next Level Fitness OOD shall reserve the right to update and change these General Terms and Conditions periodically, and shall undertake to notify the Customers.
5. The invalidity of any of the provisions of these General Terms and Conditions shall not result in the invalidity of the General Terms and Conditions in their entirety.

Effective from 01.09.2020, last updated 19.12.2024.