

TERMS AND CONDITIONS - ONLINE PLATFORM

The Supplier Next Level Fitness OOD, UIC 204479347, with its registered office in Sofia 1700, 35 "Simeonovsko shose" blvd., floor 3, (hereinafter referred to as "Supplier")

Providing on-demand online training and live streaming services.

The Supplier offers its customers an online exercise service at <https://fitness.nextlevelclub.bg> (online platform), which consists of the operation of an online fitness system that allows monitoring and participation in fitness exercise classes by allowing the customer:

- Online participation in live or recorded exercise classes according to the customer's needs and time availability in conjunction with a pre-determined exercise schedule, where the customer can perform that exercise at any suitable location with internet connectivity.
- creating a customer account - www.nextlevelclub.bg (My account)
- membership in <https://fitness.nextlevelclub.bg>

storing customer data in the registration system of Next Left Fitness and the portal www.nextlevelclub.bg and their security and protection.

Processing of personal data

By logging in to the supplier registration system and starting the registration process in order to create a customer account, the customer communicates their personal data and at the same time agrees to their processing by the supplier registration system. By creating a customer account, the customer consents to the processing of their personal data by the Supplier in order to properly provide online exercise services ranging from first name, last name, year of birth and email. The identification of the customer is done within the registration system so that the Supplier can provide online exercise in the required scope and quality. The personal data will be processed by the Supplier within the meaning of (Article 6(1)(c) GDPR) and (Article 6(1)(b) GDPR) for the purpose of providing online exercises. The Supplier is obliged to process or otherwise process the customer's personal data in accordance with (Article 6(1)(c) GDPR) and (Article 6(1)(b) GDPR). For the protection of personal data, the Supplier complies with all personal data control and security measures.

Terms of payment

The cost of online exercise services is listed in the registration system as the price of a weekly, monthly or annual membership (hereafter referred to as membership) according to the current price list, which can be paid by credit card by redirecting to the online payment portal. By crediting the payment to the Supplier's account, we agree to provide online exercise services to the registered customer. In the case of membership, payment is made one time in advance for a specific period of time according to the type of membership, where within the membership the customer is entitled to sign up for a live online broadcast lesson with no restrictions during the validity of the membership.

Renew your ONLINE membership

Online membership can only be renewed by the customer by making a payment within an existing user account.

The payment amount corresponds to the selected membership type according to the price list currently in force.

Using online exercise services

A registered customer with a valid online membership has unlimited access to view on-demand library training, live exercise streams and other content within the online platform and on the Next Level Fitness App mobile app, for the period for which their membership is valid (ONLINE 7 and ONLINE 30). The use of the services is possible upon payment of the membership fee. The price can only be paid through the Supplier's system using a payment card and secure payment gateway. The online membership does not entitle the customer to use the services of the Next Left Fitness clubs and can only be used to access online training and live streams within the online platform - <https://fitness.nextlevelclub.bg> and the mobile app Next Level Fitness App.

Customer account

Once registration has been initiated and the personal details required by the supplier have been completed, a customer account will be created with the supplier for the customer and the customer will become a registered customer. The supplier's online exercise services can only be used by registered customers. Only one registered customer can own and use one customer account. The Customer may not copy, modify, share or otherwise interfere with the content of the Next Level Fitness online platform as part of their membership and customer account without the written permission of the Supplier. In the event of misuse of the customer account by persons other than the customer account owner, Supplier may block that customer account and membership time credited to that account will be revoked.

The website www.nextlevelclub.bg used by the Supplier enables the creation of a profile in the customer area, which allows the use of functionalities such as the possibility of online conclusion of a Sports Service Contract, online booking for attending a group activity, identification of the customer and access to the Supplier's gyms via a personal QR code, information about the concluded Sports Service Contract and options for the execution of the concluded Sports Service Contract.

An account in the customer area at www.nextlevelclub.bg can be created electronically by entering into an online Sports Service Agreement - on the website www.nextlevelclub.bg/ <https://fitness.nextlevelclub.bg> or via the Next Level Fitness App. Customers of Next Level Fitness Clubs who have concluded a Sports Service Contract on-site at the reception desks of Next Level Fitness Clubs will automatically receive the login details for their account (profile) in the online customer area of Next Level Fitness Clubs at the email address they have provided, through which the profile and its access via the Next Level Fitness App will be used to execute the concluded Sports Service Contract.

Access to customer accounts created at www.nextlevelclub.bg and <https://fitness.nextlevelclub.bg> is also possible from the Supplier's mobile app - Next Level Fitness App. Through the Next Level Fitness App, Contracts for the provision of sports services can be concluded and all the functionalities available to a user with a customer account registered at www.nextlevelclub.bg and <https://fitness.nextlevelclub.bg> can be used. The Next Level Fitness App generates a unique QR code in each individual customer account of the Company, through which personal QR code customers are identified and gain access to the Company's gyms.

Validity and limitations of ONLINE membership

Membership to access the Next Level Fitness online platform does not entitle you to use the Services as part of a physical visit to Next Level clubs. The online training membership is solely and exclusively for access to online resources, training, on-demand library, live streams and other content on the portal <https://fitness.nextlevelclub.bg>.

Membership

Membership means a registered account and payment for online membership according to the Supplier's price list. The Registered Customer is entitled to establish membership of the online platform <https://fitness.nextlevelclub.bg> by paying a predetermined amount of money according to the valid price list to the Supplier's account. As part of the membership, the customer is entitled to register for unlimited live online exercises and at the same time has unlimited access to the archive of lessons, where the number and type of online exercise lessons in the archive is determined by the supplier. Membership cannot be renewed due to obstacles on the customer's side, even due to illness.

Special offer

The Supplier reserves the right to make time-limited membership offers outside the scope of the current price list. The description of the special offer will indicate the duration of this offer as well as the type of membership and its duration. As part of the special offer, the supplier may provide free access to the content of the service to its members who use one of the common membership types - EASY, PRO Subscription, BASIC Subscription or other selected memberships. Supplier reserves the right to permanently make available the free online membership of one of its standard memberships.

Defects during the broadcast of the live online exercise

The Supplier undertakes to extend a valid membership in the event of a technical failure on the part of the Supplier by the appropriate number of days when the service has been unavailable. The Supplier shall not be liable for any technical problems on the part of the Customer that prevent the Customer from viewing the live online exercise tutorial or viewing the exercises in the Supplier's on-demand library.

Cancellation of membership

Membership of the online platform will terminate automatically upon expiry of the period for which membership has been selected and cannot be terminated prematurely.

Special provisions

The Supplier reserves the right to use a pre-recorded online exercise recording for an online exercise lesson. The Supplier is not responsible for the health condition of the registered client and is in no way liable for any injuries that the registered client causes himself/herself during the exercises in accordance with the tutorials on the <https://fitness.nextlevelclub.bg> server. The Supplier reserves the right to unilaterally change the business conditions of the registration system and the online platform. The customer is subject to the general business conditions valid at the time of registration on the online system.

Final provisions :

All the content of the websites www.nextlevelclub.bg, <https://fitness.nextlevelclub.bg> and the Next Level Fitness App is copyrighted in accordance with applicable law. The User may not copy, store, distribute, make available to third parties or commercially exploit any part of the content without the prior express written consent of the Supplier. For more information on possible commercial uses, contact the Supplier at info@nextlevelclub.bg. In matters not expressly governed by these GTC, the mutual rights and obligations of the contracting parties shall be governed by the laws of the Republic of Bulgaria.

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