

RULES FOR THE CONCLUSION OF AGREEMENTS FOR SPORTS SERVICES DEPENDING ON THE SUBSCRIPTION PLAN AND TYPE OF SERVICES OF “NEXT LEVEL FITNESS EOOD”

These RULES FOR CONCLUDING OF AGREEMENTS FOR SPORT SERVICES DEPENDING ON THE SUBSCRIPTION PLAN AND THE TYPE OF SERVICES OF “NEXT LEVEL FITNESS EOOD” (hereinafter referred to as “Rules”) apply to the following options for the use of sports services : Subscription for 12 months FLEX , subscription for 12 months , subscription for 30 days, a one-time visit, Pro Age Subscription.

For the purposes of these Rules, “**Subscription**” shall mean the use of the Sports Services for definite or indefinite period of time. All definitions mentioned in these Rules have the meaning defined in the GENERAL TERMS AND CONDITIONS of Next Level Fitness EOOD for conclusion of agreements for provision of sports services, rules for use of sports services and use of the “Next Level” Clients zone.

I. TYPES OF SUBSCRIPTIONS

NEXT LEVEL OFFERS THE FOLLOWING TYPES OF SUBSCRIPTION:

1. SUBSCRIPTION FOR 12 MONTHS FLEX

Subscription **12 months FLEX** – With this type of Subscription, Client has the opportunity to enter into Agreement for Provision of Sports Services for an indefinite period, which may not be shorter than 12 months. Subscription starts on the date, determined in the Agreement after payment:

(i) The price for Subscription for the first month of the Agreement for provision of Sports services (if the subscription begins on the first day of the calendar month) or the proportional part of the fee for Subscription for the first month, calculated as a percentage from the monthly fee for Subscription, corresponding to the number of days, remaining until the end of the month in which Subscription started, and the number of days in the respective month (if your subscription does not begin on the first day of the month); and

(ii) deposit to the amount of one monthly fee; calendar

2. SUBSCRIPTION FOR 12 MONTHS

The 12-Month Subscription – With this type of Subscription, the Client has the opportunity to enter into a Agreement for Provision of Sports Services for the period beginning on the date specified in the contract, after payment of:

(i) the proportional part of the Subscription Fee for the first month of the Subscription, calculated as a percentage of the monthly Subscription Fee corresponding to the number of days remaining until the end of the month in which the Subscription started and the number of days in the respective month (if the Subscription does not start on the first day of the calendar month); and

(ii) the Subscription Fee for the entire first calendar month of subscription **or**

(iii) the fee for subscription for the entire Subscription period that ends in the last day of the 12th full calendar month after the first day of the subscription or later (depending on the duration of the suspension of the subscription), but not later by the last day of the 14th full calendar month, following the first day of Subscription and , if it is suspended in accordance with the terms of paragraph 14 of Section II . After the expiration of the 12-month period Subscription will be automatically renewed for another 1 month, maybe more than one time, but in terms of pricing of subscription for 12 months FLEX, except it is not terminated in accordance with the terms for termination described in Section II or new Agreement is not signed for the provision of Sports services with Subscription for 12 months.

3. 30-DAY SUBSCRIPTION

30 days Subscription – With this type of Subscription Client has the opportunity to use the 30-day subscription, as Client pays the fee for Subscription for 30 days and has the right to use the services for a period of 30 days, starting on the day, when payment of the fee begins or on another agreed date and ends on the last day of the agreed period of Subscription.

4. ONE-TIME VISIT

Client may use the Services once in a given Fitness Center after paying the respective fee within one visit.

5. PRO AGE SUBSCRIPTION

Pro Age Subscription is available for individuals under 18 years of age or over 62 years of age. When concluding a Agreement for the provision of Sports Services for this type of subscription, Client must prove his/her age by providing a valid identity document for reference. This type of subscription is combined with a subscription for 12 months FLEX, subscription 12 months subscription for 30 days and it is subject to the conditions valid for the subscription , with which is combined.

6. TRAINING FOR KIDS

Training for kids are available for individuals from 8 to 14 years of age.. They provide opportunity for children, in a center indicated on the site, to conduct fitness training, being offered as One-time Visit, subscription for 3 months and Subscription for 12 months. Upon concluding Agreement for the provision of Sports Services for this type of subscription, the Agreement is signed by the parents or legal representatives of the kid. Children must be accompanied by a parent/guardian, who should confirm the child's identity upon registration at the site.. When choosing a subscription for training for Kids for three months, the Client has the opportunity to use a 3-month subscription, in which the Client pays the Subscription fee for 3 months and has the right to use the services for a period of 3 months starting on the day of payment. on the fee or on another agreed date and ends on the last day of the so determined 3-month period of the Subscription.

7. FAMILY SUBSCRIPTION

Family subscription is available for two spouses with a civil marriage and their children (persons aged 8 to 14 years), as option is subscription for parents with one and two children offered in the form of 30- day Subscription. Upon concluding of Agreement for the provision of Sports Services for this type of subscription, the agreement is signed by one of the

spouses. The children must be accompanied by a parent / guardian, who should confirm the child's identity upon registration at the site, and valid for this type of subscription, children have access only to conditional training in the respective centers.

II. CONDITIONS FOR CONCLUSION. TERMINATION OF THE SUBSCRIPTION , SUSPENSION OF THE SUBSCRIPTION

1. Subscription and rights, associated with it, refer only to the Client, who is concluded Agreement for the provision of Sport services and not able to be transferred to third parties without prior written consent of Next Level. The application for transfer of subscription has to be submitted by form (available on the website of Next Level or at the front desk of any fitnesscenter) as and by electronic way online, by registered mail to the address of Next Level or at the front desk of any fitness center.
2. Contract for the provision of sports services can be signed only by persons over 14 years of age.
3. The parties may terminate the Agreement for provision of Sport services by mutual consent.
4. The Agreement for the provision of sports services can be terminated by the Customer with one month's notice: by written request of (i) Client with a subscription for 12 months FLEX, of which Subscription expired more than 4 months (ii) or Client with a 12- month subscription, who has paid the difference from the remaining fees until the end of the 12-month period of the Subscription.
5. Upon submission of a document certifying the inability to exercise sports activities for medical reasons, lasting more than 1 month, by the Client, the Agreement is terminated by Next Level at the time of submission of the document.
6. When Subscription for 12 months FLEX is terminated and the Client has not defaulted on payments to the company, paid the guarantee deposit is used, as the fee for the last month of Subscription.
7. Client with Subscription for 12 months, who continues to use Subscription for more than 12 months (or respectively, for a longer period, if the subscription is seen for 12 months is stopped in accordance with provision of paragraphs 15 and 16 hereunder), can be terminate the Agreement for the provision of Sports Services by one- month notice.
8. Subscription for 30 days, which does not require Agreement for the provision of Sports services expires on the last day of the 30-day period of subscription and. Client is not entitled to terminate this type of subscription before its expiration.
9. Unless terminated on other grounds, subscription Pro Age is terminated on the last day of the calendar month, in which the Client turns 19 years of age.
10. The one-time visit expires within the use of Services during one entry in the respective Fitness center, i.e. In the moment in which Client leaves the Fitness center after visiting.
11. A Client, who is a natural person-consumer within the meaning of the Consumer Protection Act, has the right, without due compensation or liquidated damages and without giving any reason, to withdraw from the concluded by electronic means Agreement for provision of Sport services within 14 (fourteen) days as from the conclusion of the agreement.
12. The withdrawal is made by sending an unambiguous notice to Next Level via email, for the receipt of which Next Level informs the Client.

13. When a Client, a natural person-consumer within the meaning of the Consumer Protection Act, who has concluded an Agreement for provision of Sport services by electronic means, exercises his/her right of withdrawal after having made a request to Next Level for the provision of the Sports services before the expiration of the period for withdrawal from the Agreement for provision of Sports services, he/she owes to Next Level the proportional amount of what it was actually provided to him/her until the moment in which the consumer has notified the trader of the exercise of the right of withdrawal.

14. Next Level reserves the right to terminate Agreement for provision of Sports services with immediate effect, if Client commits multiple and significant violations of the Agreement for provision of sports services, these rules and applicable terms and conditions, and if the Client repeatedly did not comply with the instructions of the management of Next Level or staff and responsible for the operation and safety of the Fitness center, despite warnings and instructions of Next Level. If Next Level terminates the Agreement for the provision of Sports Services under this clause, Company has the right to withhold all fees and guarantee deposit paid so far as contractual penalty for breach of the Agreement for Provision of sports services, even if they are connected with the period after the termination of the Agreement for the provision of sports services. Furthermore, Client is obliged to pay to the Company contractual penalty to the amount, equal of one fee for subscription for three months (in the standard amount for the respective type of subscription, regardless of discounts). This does not affect the right of Next Level to seek compensation for damages to the full amount. The subscription can not be renewed and respectively a new Agreement for the provision of sport services to be concluded only if the Client has paid all (including existing) payment obligations, i.e. Client has no obligations to the Company.

15. Upon written request of the Client with Subscription for 12 months FLEX, Next Level can suspend Subscription, without any reason, for a period of one calendar month. Such suspension can be applied only once in every 12 months within the effective term of the Agreement for the provision of sports services.

16. Upon written request of the Client with Subscription for 12 months, Next Level can suspend subscription, without any reason, for a period of one calendar month. Such suspension can be applied only two times within the effective term of the Agreement for the provision of sports services.

17. The request for termination or suspension must be sent to Next Level by e-mail, by with registered mail to the address of the Company, or at the front desk of any fitness center and Next Level in explicit writing, and should not it received no later than 20th day on calendar month , preceding the calendar month , during which the period of notice or suspension begin to run.

18. Within the time of the suspension of subscription, Client has no right to use services, as fee for subscription shall not be paid. If subscription for 12 months is suspended and if the Client has fully paid all the fees for the entire period of duration of Agreement for the provision of sports services (i.e .there are no unpaid obligations), the duration of the Agreement for the provision of sports services will be extended to the period of suspension of subscription, as for this period no fee shall be paid.

III. SUBSCRIPTION FEE AND PAYMENT TERMS

1. For provided services Client is obliged to pay fee to Next Level, determined in compliance with the price list of Next Level for the given period of invoicing (referred to as “**Subscription fee**”).

2. The billing period of Subscription is one calendar month, unless provided otherwise. The invoicing period for Subscription for 12 months is (depending on the request of the Client) is either one calendar month, or 12 calendar months.

The fee for Subscription must be paid in advance, before using the Subscription, not later than the 3rd day of the month. The billing period for subscription for 12 months FLEX is one calendar month, as subscription fee must be paid in advance, no later than 3rd day of the month. The period of invoicing for 30-day Subscription is 30 days, payable on the first day of this subscription or prior to its beginning.

3. The fee for subscription for the entire period of billing for subscription for 12 months, subscription for 12 months FLEX and one-time visit must be paid at the conclusion of the Agreement for provision of sports services.

4. If the subscription for 12- or 12-months FLEX does not start on the first day of the calendar month, the fee for subscription for this incomplete month is calculated, as a proportional part of the monthly fee for subscription.

5. If it is not explicitly specified otherwise, the fee for subscription for the entire first calendar month and (if subscription does not start on the first day of the calendar month) for part of the first calendar month of subscription and for 12 months and 12 months FLEX is payable at the conclusion of The Agreement for the provision of sports services. The fee for subscription for each subsequent month of subscription for 12 months and 12 months FLEX becomes payable no later than the third day of the month. For the purposes of these rules, the definition of payable (s) means the day on which the payment is credited to the bank account of the company. The date of tax deductible delivery of the fee for subscription for 12 months and 12 months FLEX is the final day of the calendar month, for which fee for subscription is paid.

6. If Client is in default of payment of the subscription fee (or any part of it) or with another payment, which the Client is obliged to pay to Next Level, the latter has the right to refuse access to Client to Fitness centers until the Client pays in full the remaining part of his/her obligation and unilaterally to terminate the provision of the Services. This condition does not discharge Client from the obligation to pay the respective fees for subscriptions and for the period in which the provision of services is suspended under this provision.

7. If Client is in default of the obligation for payment of subscription fees for under Agreement for provision of services for Sport services for 12 months for more than 14 days, Next Level has the right to terminate the Agreement with immediate effect. In such case the Client is obliged to pay to Next Level (i) fee subscription for the current month in which the due termination plus the remaining fees by the end of the period, and in the case of Subscription FLEX Client is obliged to pay the fee for subscription for the current month in which the termination occurs plus outstanding fees until to the expiry of the four month period of the Agreement .

8. Next Level has the right to use the guarantee deposit, if the due subscriptions in for 12 months FLEX is not paid until the 3rd day of the month. In this case, the Client is obliged immediately to recover the guarantee deposit to the amount of a subscription fee for subscription for 12 months FLEX, but not later than three days after Next Level has used the guarantee deposit.

9. If Client does not recover the amount of the deposit by the 20th of the respective month, in case of a 12-month FLEX subscription, the Agreement for provision of Sports services shall be terminated with immediate effect.

10. The fact, that the Client does not use services of the respective Fitness Center does not release him/her from the obligation to pay the applicable fees. With exceptions, described in these Rules, Next Level will not compensate or return the fees for subscription, due within the effective term of the Agreement.

11. Next Level reserves the right to change its pricing list once a year. Change of prices does not impact on already purchased Subscriptions, as the old prices will continue to be applied until the date of expiry of the relevant Subscription. The changed price applies only to Agreements signed after the change of the price list (also in case of renewal of the Agreement, as well as in case of Subscription for 12 months FLEX, for Clients whose subscription lasts more than 12 months. Taxes or fees imposed by law or other regulations, Next Level has the right to apply the statutory tax rate automatically in relation to the final prices specified in the current price list and in the current Agreements concluded with the Clients.

12. Next Level also reserves the right to apply index to prices of services, at the beginning of each calendar year, by using the average index of consumer prices, announced by the National Statistical Institute for the previous calendar year. This increase is applicable to all fees for subscription on the day when increase is published by Next Level on the official website or in another appropriate way in the Fitness Centers.

13. The fees for subscription can be paid by bank transfer on the bank account of Next Level, specified in the Agreement for provision of Sport services, by debit card, credit card or in any other way, explicitly specified by Next Level.

IV. OTHER TERMS

1. These rules are published on the website of Next Level <https://www.nextlevelclub.bg/>.

2. For any issues not covered by these rules, GENERAL TERMS AND CONDITIONS of NextLevel Fitness EOOD for conclusion of agreements for provision of sports services, rules for use of sports services and use of the “Next Level” Clients zone and the and applicable legal provisions shall apply.

3. Next Level reserves the right to update and change periodically these Rules for use, as are obliged to notify, through information provided by them e-mails.

4. If any of the provisions of these Rules is found to be invalid, this will not invalidate the Rules as a whole or any other clauses or parts thereof.

Effective from 01.09.2020, last update , from 30.09.2021