

## **GENERAL TERMS AND CONDITIONS FOR PROVIDING SPORTS SERVICES DEPENDING ON THE SUBSCRIPTION PLAN AND THE TYPE OF SERVICES PROVIDED BY “NEXT LEVEL FITNESS” EOOD**

The following GENERAL TERMS AND CONDITIONS FOR PROVIDING SPORTS SERVICES DEPENDING ON THE SUBSCRIPTION PLAN AND THE TYPE OF SERVICES PROVIDED BY “NEXT LEVEL FITNESS” EOOD (hereinafter referred to as „the Company”), with seat and registered address at: Bulgaria, Sofia 1700, 35 Simeonovsko Shausse Str., floor 3, UIC 204479347, registered at the Commercial Register and Non-Profit Entities Register at the Registry Agency, telephone: [+359 879 419 305](tel:+359879419305), email: [info@nextlevelfitness.bg](mailto:info@nextlevelfitness.bg) (hereinafter referred to as „The General Terms and Conditions”) regulate the following Sports services and type of Subscriptions:

- EASY Subscription plan;
- Subscription plan „PRO“;
- Subscription plan „BASIC“;
- One-time visit;

For the purposes of this General Terms and Conditions:

- „**Subscription plan**“ means the use of Sports services for a definite or indefinite period of time.
- „**Sports services**“ include, but are not limited to, the use of gyms and fitness equipment in said gyms, as well as special salons and recreation areas with special equipment, conducting sports classes with qualified instructors in the form of group trainings and other types of face-to-face or online sporting events.
- „**Client**“ means a consumer (individual) who uses and pays for the sports services provided by “Next Left Fitness” EOOD;
- „**Contract for provision of Sports Services**“ is a contract upon conclusion of these General Terms and Conditions and Agreement for the provision of Sports services depending on the subscription plan and the type of services (the "Agreement"). These General Terms and Conditions and the Agreement must be submitted for signature to the Client in order to be binding within the meaning of Art. 147a of the Consumer Protection Act.
- „**Distance contract**“ is a contract within the meaning of Art. 45 of the Consumer Protection Act and is used for subscriptions that are offered online, as well as for other sports services for which the possibility of concluding a distance contract is provided. In these cases “Next Next Fitness” EOOD provides the information under Art. 47 of the Consumer Protection Act to its customers before concluding a distance or off-premises contract.
- „**Premises of Next Level Fitness**“ represent all gyms and fitness equipment in said gyms, as well as special salons and recreation areas with special equipment and areas for group trainings, managed and operated by the Company.

All the definitions mentioned in these General Terms and Conditions have the meaning defined in them, as well as in the [Rules for the use of sports services and for the use of the Client Area of “Next Level Fitness” EOOD](#).

### **I. TYPES OF SUBSCRIPTION PLANS**

„Next Level Fitness” EOOD offers the following Subscription Plans:

#### **1. EASY Subscription Plan**

**EASY Subscription:** With this type of Subscription, the Client has the opportunity to conclude a **Contract for provision of Sports Services** for an indefinite period, which cannot be longer than 12 months. **This subscription can be concluded as follows: online by concluding a Distance contract at the web address: <https://www.nextlevelclub.bg/tseni/>, and through the mobile application Next Level Fitness App, as well as the conclusion of the subscription in physical Premises of “Next Level Fitness” EOOD.** EASY subscription is structured on prepaid monthly periods, the first of which starts from the date of activation of online registration, acceptance of the General Terms and Conditions and other applicable documents and policies of “Next Level Fitness” EOOD and payment of the first subscription period.

After the initial period of 1 month and with a longer period wanted at the beginning of each subsequent one-month period, which is not paid to the Client, access to the Premises of “Next Level Fitness” EOOD will be provided within the first 3 (three) calendar days from the respective period. As from the fourth calendar day the Client will not have access to the Premises of the Company.

Upon payment of the next one month instalment after the access was terminated due to lack of timely payment, the access to Premises of the Company shall be restored to the Client after the payment to the Company has been made. The Client is duly informed for the restoration of access via email. The days during which the subscription was not active due to lack of timely payment are not deducted from the total length of the subscription period.

In case the next one-month installment from the EASY Subscription plan is not paid by the end of the current unpaid monthly period (, e.g. by the end of the calendar month - 0:00 on the last calendar day of the month in which the payment is due), then the EASYsubscription will be considered as automatically terminated. The unpaid amount due on the EASY Subscription will be due

from the Client. Upon automatic termination, the Client will have to conclude a new Subscription Agreement for Sports Services with "Next Level Fitness" EOOD in order to be able to use the services of the Company.

EASY subscription plan allows the Client to save a bank card and activate the automatic payment option. After saving the bank card and activating the automatic payment option, the Client expresses his/hers unequivocal consent that an amount equal to the respective monthly subscription will be automatically withdrawn from the saved bank card for payment in the next monthly period when it becomes due, guaranteeing continuity of the concluded Subscription plan. At any time, the Client may withdraw his/hers consent by deactivating the option for automatic payment through the website or the Next Level Fitness App mobile application.

**EXAMPLE:** The client intends to conclude a 6-month EASY subscription on January 1 of the respective year. On the same day the Client activates his/hers account by following the procedure on the web address: <https://www.nextlevelclub.bg/tseni/> or through the mobile application Next Level Fitness App and pays by bank card his/hers EASY Subscription plan, as an EASY Subscription can also be concluded at the physical Premises of "Next Level Fitness" EOOD. After successful confirmation of the payment made within the same day, the Client receives a message by e-mail that the subscription is active. As of this moment the Client may visit the Premises of the Company. The prepaid period initially expires on February 1 of the respective year. The Client has a three calendar day grace period to pay for the next one-month installment of the intended 6-month Subscription plan, during which he/she can visit the Premises of the Company. On February 4 of the respective year at 0:00 the Client's access is suspended due to unpaid installments. The subscription is reactivated upon payment, for which the Client is automatically notified by a message to the specified e-mail. In the absence of payment of the Subscription until February 31 of the respective year, the concluded EASY Subscription plan shall be considered as automatically terminated and the unpaid amount due on the EASY Subscription will be due from the Client.

## 2. Subscription plan „PRO“

**Subscription plan „PRO“** - With this type of Subscription, the Client has the opportunity to enter into a Contract for the 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 that 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 the Subscription; or
- (iii) the Subscription Fee for the entire Subscription Period ending on the last day of the 12th full calendar month following the first day of the Subscription or later (depending on the duration of the subscription freezing), but not later than the last day of the 14th full calendar month following the first day of the Subscription, if the Subscription has been frozen in accordance with the terms of item 14 of Section II. After the 12-month period, the Subscription is automatically terminated.
- (iv) Subscription plan „PRO“ can be concluded at any of the Premises of the Company by signing a Contract for the provision of Sports Services, as well as 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.

A Subscription plan „PRO“ allows the Client to save a bank card and activate the automatic payment option. After saving the bank card and activating the automatic payment option, the Client expresses his/hers unequivocal consent that an amount equal to the respective monthly subscription will be automatically withdrawn from the saved bank card for payment in the next monthly period when it becomes due, guaranteeing continuity of the concluded Subscription plan. At any time, the Client may withdraw his/hers consent by deactivating the option for automatic payment through the website or the Next Level Fitness App mobile application.

## 3. Subscription plan „BASIC“

**Subscription plan „BASIC“** - With this type of Subscription, the Client has the opportunity to use a 30-day subscription, in which the Client pays the subscription fee for 30 days in advance and has the right to use the services for a period of 30 days starting on the day of payment of the fee or other agreed date and ending on the last day of the thus determined 30-day period of the Subscription. A Subscription plan „BASIC“ can be concluded at any of the Premises of the Company by signing a Contract for the provision of Sports Services, as well as 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. One-time visit

The Client can use the Services once in a fitness center (gym) after paying the respective fee for one-time visit. It is also necessary to sign a Contract for the provision of Sports Services or a Distance contract for a one-time visit, respectively, at any of the Premises of the Company and also through the Next Level Fitness App mobile application.

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

1. The Subscription plan and the rights related thereto apply only to the Client who has entered into a Contract for the provision of Sports Services or a Distance contract and may not be transferred to third parties without prior written notice to "Next Level Fitness" EOOD. The company has provided for the possibility of transferring the subscription (respectively the rights and obligations thereto) to a third party by filling in an application for transferring the Subscription plan. The application for transfer of a Subscription plan must be submitted via a form (available at the Premises of the Company) at the reception of each gym, as well as in free text by sending a written application via mail to the address of "Next Level Fitness" EOOD or email to [info@nextlevelfitness.bg](mailto:info@nextlevelfitness.bg). **IMPORTANT!** It is mandatory for the person to whom the Subscription plan is transferred to have a registration on the company's website (<https://www.nextlevelclub.bg/>) or on the Next Level Fitness App. The rules for transferring a Subscription plan under this point do not apply to Clients with a Subscription plan „BASIC“, whose holders do not have the right to transfer it to third parties.
2. Minors between 14 and 17 years of age, incl. may conclude Contracts for the provision of Sports Services and Distance Contracts for the following Subscription plans: One-time visit, Subscription plan „BASIC“ and „EASY“ Subscription plan.
3. The Parties may terminate the Contract for the provision of Sports Services or the Distance contract by mutual agreement.
4. The Contract for the provision of Sports Services or the Distance contract may be terminated by the Client with one month's notice, no later than the 20th of the previous month: upon written request and payment of a penalty in the amount of 3 monthly payments or the remaining installments until the end of the Subscription, in case there are less than 3 monthly payments of a Client with Subscription plan „PRO“. The penalty of 3 monthly payments is due only if the termination occurs during the first 6 calendar months from the beginning of the respective Subscription plan. Upon early termination at the request of the Client, occurring in the second 6 months of the subscription a penalty of 1 (one) and a half monthly fees or 1 (one) monthly fee if the remaining period of the Subscription plan is less than one month is due. Clients with an EASY subscription do not have the right to submit a one-month's notice to terminate the Contract for the provision of Sports Services or the Distance Contract during the first month of the Subscription.
5. The Contract for the provision of Sports Services or the Distance Contract for EASY Subscription plan can be terminated by the Client with one month's notice, no later than the 20th of the previous month, as the Clients do not have the right to submit a one-month notice to terminate the Contract for the provision of Sports Services or Distance Contract during the first month of the EASY Subscription plan.
6. Upon submission of a document certifying the inability to exercise sports activities for medical reasons lasting more than 1 month by the Client, the Contract is terminated by "Next Level Fitness" EOOD as of the 1st day of the reporting period, when the respective medical document was provided. In such cases, "Next Level Fitness" EOOD does not owe a refund of the amounts prepaid under the respective Subscription.
7. Subscription plan „BASIC“, expires on the last day of the 30-day subscription period. The Client cannot terminate this type of Subscription ahead of time.
8. The One-time visit is limited to using one entry to the selected Fitness Center (Premises of the Company), ie. the moment the Client leaves the Fitness Center after his/hers visit.
9. The Client is a natural person and consumer within the meaning of the Consumer Protection Act and has the right, without due compensation or penalty and without stating a reason, to withdraw from the electronically concluded Distance Contract within 14 (fourteen) days from the conclusion of the Distance contract.
10. The withdrawal is made by sending an unambiguous notification to "Next Level Fitness" EOOD by e-mail ([info@nextlevelfitness.bg](mailto:info@nextlevelfitness.bg)) or at the correspondence address of the Company, as well as at the reception of the Premises of the Company in writing, and "Next Level Fitness" EOOD informs the Client about the receiving of such withdrawal.
11. When a Client, a natural person - consumer within the meaning of the Consumer Protection Act, has concluded an Electronic Contract for the provision of Sports Services (Distance Contract), exercises his right of withdrawal after making a request to "Next Level Fitness" EOOD for the provision of the Sports Services before the expiration of the term for withdrawal from the Contract for the Sports Services, he owes to "Next Level Fitness" EOOD the proportional amount of what was actually provided to him/her until the moment of the withdrawal.
12. "Next Level Fitness" EOOD reserves the right to terminate the Contract for the provision of Sports Services or the Distance contract with immediate effect if the Client commits multiple and material violations of the Contract for the provision of Sports Services or Distance contract, these General Terms and Conditions or the Rules for the use of sports services and for the use of the Client Area of "Next Level Fitness" EOOD, as well as if the Client repeatedly does not follow the instructions of the management of "Next Level Fitness" EOOD or the staff responsible for the work and safety of the Premises of the Company, despite warnings and staff's instructions. If "Next Level Fitness" EOOD terminates the Contract for the provision of Sports Services or the Distance Contract under this clause, the Company has the right to withhold all fees paid so far, as a contractual penalty for breach of the Contract for the provision of Sport Services or the Distance Contract, even if they relate to a period after their termination. In addition, the Client is obliged to pay the Company a contractual penalty in the amount equal to the Subscription fee for three months (in the standard amount for the respective type of subscription, regardless of the discounts). This does not affect the right of "Next Level Fitness" EOOD to claim compensation for damages in full. The subscription can be renewed and a new Contract for the provision of Sports Services or a Distance contract may be concluded only if the Client has paid all (including previous) unpaid amounts and fulfilled all payment obligations, ie. the Client has no outstanding obligations towards the Company.
  12. The Client has the right to complain about a service when it does not correspond to the Contract for provision of Sports Services or the Distance contract.
    - 12.1. When presenting a complaint, the client can claim to bring the service in line with the contract, to reduce the price or to cancel the concluded contract and refund the amount paid.

- 12.2. When submitting a complaint, the client indicates the subject of the complaint, his preferred way of satisfying the complaint, the amount of the claimed amount, and a contact address.
- 12.3. When submitting a claim, the client should 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 agreed upon;
  3. other documents establishing the claim by basis and amount.
- 12.4. "Next Level Fitness" EOOD prepares an opinion and a response to the submitted claim within 30 days of its submission.
- 12.5. When "Next Level Fitness" EOOD satisfies the complaint, it issues a certificate to that effect, which is drawn up in two copies, and provides one copy to the client.
13. At the written request of a Client with an EASY Subscription, Next Level Fitness EOOD may suspend ("freeze") the Subscription, without giving a reason, for a period of 1 calendar month. Such suspension ("freezing") may be used only once every 12 months of the Contract for the provision of Sports Services or the Distance contract.
  14. At the written request of a Client with "Subscription plan PRO", "Next Level Fitness" EOOD may suspend ("freeze") the subscription, without stating a reason, for a period of 1 calendar month. Such suspension ("freezing") may be used only twice during the duration of the Contract for the provision of Sports Services or the Contract at a distance.
  15. The request for termination or notice of suspension ("freezing") must be sent to "Next Level Fitness" EOOD by email (info@nextlevelfitness.bg), by registered mail to the correspondence address of the Company, or at the reception of the Premises of the Company in explicit written form, and must be sent no later than the 20th day of the calendar month preceding the calendar month during which the notice period begins or the suspension ("freezing") must take place.
  16. During the period of suspension ("freezing") of the Subscription, the Client is not entitled to use the Sport Services and no subscription fee is paid. If the Subscription plan „PRO“ is suspended and if the Client has duly paid all fees for the entire period of the Contract for the provision of Sports Services or the Distance Contract (i.e. no outstanding amounts), the duration of the Contract will be extended by the period of suspension of the Subscription, and no fees are due for this period.
  17. When concluding a Subscription plan 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 user signs the Contract by pressing the "Confirm Contract" button. This action is considered to be the signing of the Contract for the provision of sports services / Distance contract.
  18. The signing of the Contract for the Provision of Sports Services / the Distance Contract through the Next Level Fitness App is optional, and Clients have the right to conclude the Contract for the Provision of Sports Services / the Distance contract at the web address: <https://www.nextlevelclub.bg/tseni/>, as well as in the physical Premises of "Next Level Fitness" EOOD, according to the specifics agreed in these General Terms and Conditions.
  19. Every purchased Subscription, regardless of the way it was concluded - on-site or online, will be verified by an employee of "Next Level Fitness" EOOD during the first visit of the Client, in order to establish the identity of the client.
  20. The client and "Next Level Fitness" EOOD reach an agreement, according to Art. 13, para. 4 of the Law on electronic document and electronic certification services, that the legal force of the ordinary electronic signature is equivalent to that of the Customer's handwritten signature.

### III. SUBSCRIPTION FEE, PAYMENT TERMS

1. For the provided Services the Client is obliged to pay a fee to "Next Level Fitness" EOOD as per the respective service listed in the [price list of the Company](#) for the given invoicing period (called "Subscription fee").
2. The Subscription Billing Period is one calendar month, unless otherwise specified. The billing period for " Subscription Plan „PRO" is (depending on the Client's request) either 1 calendar month or 12 calendar months. The billing period for EASY Subscription plan is 1 calendar month. The Subscription fee is paid in advance, before using the Subscription, no later than the 3rd of the month. The billing period for a Subscription plan „BASIC" is 30 days payable on-spot or before the start of that subscription. The fee for a one time-visit is payable at the time of entering the Premises of the Company.
3. The Subscription fee for the entire invoicing period for "Subscription plan „PRO" and "EASY Subscription plan" shall be paid upon concluding the Contract for provision of Sports Services or respectively the Distance contract.
4. If a "Subscription plan „PRO" does not start on the first day of the calendar month, the subscription fee for that incomplete month shall be calculated as a proportion of the monthly subscription fee.
5. Unless explicitly stated otherwise, the Subscription fee for the whole first calendar month and (if the subscription does not start on the first day of the calendar month) for part of the first calendar month of the "Subscription plan „PRO" shall be payable upon signing of the Contract for the provision of Sports Services or the Distance contract, respectively. The subscription fee for each subsequent month of the " Subscription plan „PRO" becomes payable no later than the 3rd of the respective month. For the purposes of these General Terms, the definition of "payable" means the day on which the payment is credited to the bank account of the Company. The date of taxable delivery of the "Subscription plan „PRO" fee is the last day of the calendar month for which the subscription fee is paid.
6. If the Client is in default of the payment of the Subscription fee (or any part of it) or with another payment that the Client has to pay to the Company, "Next Level Fitness" EOOD has the right to refuse access to the use of The Client to the Fitness Centers until the Client has paid in full the remaining part of his/hers obligation and unilaterally suspends the provision of the Services. This condition does not cancel the Client's obligation to pay the relevant Subscription fees for the period in which the provision of services is suspended in accordance with this provision. "Next Level Fitness EOOD" reserves the right to claim, including in court, all amounts due and outstanding under the concluded Contracts, as well as to use the services of third parties in collecting voluntarily or in court these obligation, including transfer (assignment) of receivables to third parties under the terms and conditions of applicable law.

7. If the Client is in breach of the obligation to pay the subscription fee under the Contract for the provision of Sports Services for 12 months for more than 14 days, "Next Level Fitness" EOOD has the right to terminate the Contract with immediate effect. In this case, the Client is obliged to pay to "Next Level Fitness" EOOD the subscription fee for the current month in which the termination occurs, plus the penalties described in Section II, item 4 above.
8. The fact that the Client does not use the Services of the respective Premises of the Company does not release the Client from the obligation to pay the respective Subscription fee. With the exceptions specified in these General Terms and Conditions, "Next Level Fitness" EOOD does not reimburse or refund the Subscription fees due for the term of the Contract in this case.
9. "Next Level Fitness" EOOD reserves the right to change its price list. The change in prices does not affect already purchase 5 Subscriptions, as the old prices will continue to apply until the expiration date of the respective Subscription plan. The changed price applies only to Contracts signed after the change of the price list (also in case of renewal of the Contract). In case of change of due taxes or fees, imposed by law or other piece of legislation, "Next Level Fitness" EOOD has the right to apply the legally determined tax rate automatically in relation to the final prices indicated in the current price list and in the current Contracts concluded with Clients.
10. "Next Level Fitness" EOOD also reserves the right to index the prices of services at the beginning of each calendar year, using the average inflation rate measured by the annual consumer price index announced by the National Statistical Institute for the previous calendar year. This increase is applicable to all subscription fees from the day on which the increase is published by Next Level Fitness EOOD on the official website or in another appropriate way at the Premises of the Company.
11. Subscription fees may be paid in cash at the Premises of the Company or by bank transfer to the bank account of "Next Level Fitness" EOOD, specified in the Contract for provision of Sports Services or Distance Contract, as well as on the Company's website, by debit card, credit card or in another way, explicitly indicated by "Next Level Fitness" EOOD.

#### **IV. FINAL PROVISIONS**

1. These General Terms are published on the website of "Next Level Fitness" EOOD <https://www.nextlevelclub.bg/dokumenti/>.
2. The applicable legal provisions shall apply to all issues not settled in these General Terms and Conditions.
3. All communications between "Next Level Fitness" EOOD and a Client in connection with a concluded Contract for provision of Sports Services or Distance Contract shall be made in writing at the indicated addresses for correspondence. The written form is considered to have been applied in case of duly exchanged communication by using e-mail via the respective e-mail addresses specified in the Contracts and these General Terms. If the Company or a Client changes the indicated addresses for correspondence and e-mail addresses without notifying the other party, the latter is not responsible for undeceived messages, subpoenas, etc.
4. Next Level Fitness EOOD reserves the right to periodically update and amend these General Terms and Conditions, and undertakes to notify the Clients through the e-mails provided by them and in accordance with the applicable law.
5. Invalidation of any of the provisions of these General Terms does not invalidate the General Terms and Conditions in their entirety.

Effective from 01.09.2020, last update 21.11.2022