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: +359 2 491 0095, 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 (PRO Multiclub) – monthly installments;
- BASIC Subscription;
- Pro Single Club (Pro 1 Club) – annual subscription
- Multiclub Fitness – annual subscription;
- Quarterly Subscription (3 Months Fitness);
- Back2School – Three-month subscription;
- *Happy Hours + – Three-month instalment subscription (archived subscription)*;
- Weekly Fitness Subscription;
- Weekly Subscription for Group Classes and Fitness;
- Free Pass – Free Visit;
- Next Level Body Age;
- KIDS 1 Club – a subscription for children's group activities;
- Group Class – Children's Boxing;
- Group Class - Reformer Pilates;
- Personal Sessions – Reformer Pilates (Individual, Duo and Trio), including Reformer Guest for persons accompanying Duo/Trio Service Holders;
- 2 Week Pass Reformer Pilates – temporary free promotional service.

„Next Level Fitness" OOD also provides sports services that are not based on a subscription model, with the specific types of services, their content, and prices publicly announced on the Club's website and on-site in the facilities, and these General Terms and Conditions also apply to them.

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, as well as a person who uses a free service expressly provided for in these General Terms and Conditions, including Free Pass or Reformer Guest;
- "**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.
- **"Facilities of Next Level Fitness OOD in the city of Burgas"** shall mean all facilities managed and operated by the Company under the "Next Level Fitness Club" trademark, located within the territory of the city of Burgas as of the date of conclusion of the Contract. An up-to-date list of the facilities is published on the Company's website.
- **"Facilities of Next Level Fitness OOD in the city of Plovdiv"** shall mean all facilities managed and operated by the Company under the "Next Level Fitness Club" trademark, located within the territory of the city of Plovdiv as of the date of conclusion of the Contract. An up-to-date list of the facilities is published on the Company's website.
- **"Facility of Next Level Fitness OOD in the city of Pernik"** shall mean the "Next Level Pernik" club - Retail Park Pernik Plaza, managed and operated by the Company 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 SUBSCRIPTIONS AND SERVICES.

Depending on their specific characteristics, some or all of the following types of Subscriptions and Sports Services are offered at each of the Next Level Fitness Facilities. Not all types of Subscriptions and Sports Services described in these Terms and Conditions are offered by Next Level Fitness on a permanent or simultaneous basis. The specific types of Subscriptions and

Sports Services available for conclusion depend on the respective Facility, the relevant period and the availability of the respective service. Up-to-date information regarding the Subscriptions and Sports Services offered at any given time is available on the Next Level Fitness website, in the Next Level Fitness App and/or on-site at the respective Facility. The absence of a particular Subscription or Sports Service from those currently offered by Next Level Fitness shall not constitute an amendment to these Terms and Conditions. The archived subscriptions specified in this Section are not available for the conclusion of new contracts; their terms are retained solely to govern relations under contracts concluded before they ceased to be offered.

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 cannot be longer than 12 full calendar months and shorter than 3 full calendar months. **This subscription may be concluded by concluding a Distance Contract online at the web address:** https://www.nextlevelclub.bg/tseni/, **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 equal monthly installments, with the first month starting from the first day of the respective calendar month. In the event that the effective date of the Contract chosen by the Customer does not coincide with the first day of the month (e.g., 12.03.2025), a proportional part of the monthly fee is due for the remaining days until the end of the month, calculated based on the number of remaining days and the total number of calendar days in it. This partial period is not included in the minimum term of three full months.

Example: If a Customer concludes a Contract on 12.03.2025, they pay a proportional fee for the period from 12.03.2025 to 31.03.2025, and the minimum term of three full calendar months begins to run from 01.04.2025.

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.

By way of exception, where the Customer has selected an EASY Subscription option valid only for one Facility, and such Facility is located within the territory of the city of Burgas or the city of Plovdiv, the Subscription shall entitle the Customer to visits to all Facilities of Next Level Fitness OOD located within the respective city.

The Subscription shall entitle the Customer to an unlimited number of visits per day to one or all Next Level Fitness OOD Facilities, depending on which of the two Subscription options the Customer has chosen to conclude, and to 1 (one) visit per day to group classes at that Facility or those Facilities. The right to attend group classes shall not include Reformer Pilates, which shall be subject to the terms set out in Section I, items 15 and 16.

Upon conclusion of the Contract, the Customer shall pay a deposit equal to one monthly fee. The function of the deposit is to secure the payment of the final monthly fee upon termination of the EASY Subscription with notice 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.

The monthly fee for the EASY Subscription is due by the 5th day of the month to which it relates, unless otherwise agreed in the Contract for the Provision of Sports Services/Distance Contract.

After the initial period, 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 5 (five) days of the respective period, and from 00:00 on the sixth 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 month, 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 due 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.

EXAMPLE: A Customer intends to sign up for a 12-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. The first monthly period expires at 00:00 on 1 February of the respective year. After the initial monthly period has expired, the Customer has a five-calendar-day grace period to pay for the next one-month period of the desired 12-month Subscription, during which they can visit the Company's Facilities. On 6 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 Multiclub) – monthly installments

The PRO Subscription - monthly installments provides the Customer with the opportunity to enter into a Contract for the Provision of Sports Services /Distance Contract for a fixed period of 12 (twelve) full calendar months upon payment of equal monthly installments due by the end of the period in accordance with the Company's price list. The twelve-month period always begins on the first day of the respective month. If the Customer's chosen effective date for the Contract for the Provision of Sports Services /Distance Agreement does not coincide with the first day of the calendar month (e.g., March 12, 2025), a proportional part of the monthly fee will be due for the period from that date until the first day of the next calendar month. This will be calculated based on the number of remaining days until the end of the month and the total number of calendar days in it. This partial period is not included in the twelve-month term of the PRO Subscription – Monthly Installments. The fee for each of the subsequent twelve months, starting from the beginning of the first full calendar month (i.e., from the 1st day of the month following the partial period month), is due in full.

Example: If the Customer chooses the Contract for the Provision of Sports Services /Distance Agreement to become effective on March 12, 2025, a proportional part of the monthly fee will be due for the period from March 12, 2025 to March 31, 2025. The twelve-month subscription term will begin on April 1, 2025, and will end at 00:00, on April 1, 2026, with a full monthly fee due for each of these twelve months.

The subscription entitles to an unlimited number of visits per day to all the Facilities of Next Level Fitness Ltd. and entitles to 1 /one/ visit per day to group classes. The right to attend group classes shall not include Reformer Pilates, which shall be subject to the terms set out in Section I, items 15 and 16.

PRO subscription - monthly installments can be concluded through a Distance Contract online at: https://www.nextlevelclub.bg/tseni/, through the mobile application "Next Level Fitness App", as well as in physical locations of Next Level Fitness Ltd.

The Monthly Subscription Fee is due by the 5th day of the month to which it relates, unless otherwise agreed in the Contract for the Provision of Sports Services /Distance Contract.

PRO subscription - monthly installments allows you to save a bank card and activate an automatic payment option. By memorizing the bank card and activating the automatic payment option, the Customer expresses his/her unequivocal consent that an amount equal to the respective monthly subscription will be automatically withdrawn from the memorized bank card to pay the next monthly fee when the same becomes due, guaranteeing the continuity of the concluded Contract. At any time, the Customer may withdraw his/her consent by deactivating the automatic payment option via the website or the Next Level Fitness App. Upon deactivation of the automatic payment option, the Customer shall independently make the monthly payments within the terms set out in these Terms and Conditions.

PRO Subscription - monthly installments provides the option to suspend (freeze) the service up to two times for a period of one full calendar month (from the first to the last day of the month), within the term of the Subscription. The freeze cannot be applied for partial periods (e.g. from date to date). Subscription freeze shall be made upon written request of the Customer in accordance with Section II.

Before the expiry of the term of the Contract for this subscription, the Customer may request its early termination by submitting a written termination request and activating a three-month notice period. The notice period shall commence on the date on which the Customer’s next subscription month begins, according to their individual subscription cycle. Upon submitting the termination request, the Customer must pay in advance the amount corresponding to three monthly subscription fees, covering the notice period. During the notice period, the Customer shall retain full access to the services under their subscription plan.

In the event of early termination of the Contract at the Customer’s initiative, without submitting a written termination request and without the advance payment of the three monthly fees, the Customer shall owe a penalty equal to three monthly subscription fees, payable at the time of termination of the Contract.

3. BASIC Subscription

BASIC Subscription: With this type of Subscription, the Customer shall have the opportunity to use a monthly 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 one month, which shall begin on the day of payment of the fee or on another agreed date and shall end at 00:00 on the relevant day of the month (*if this month does not have a relevant number, the period shall expire on its last day).

According to the Company's Price List, BASIC Subscription is offered in the following variants:t.
Basic Fitness 1 Club (BASIC Fitness 1 club) – the subscription entitles the Customer to an unlimited number of visits to one pre-designated Facility among the Facilities of Next Level Fitness OOD located in the relevant city in which it is offered, and grants the right to use fitness services and their adjoining SPA areas (if any). This variant is offered only at the Facilities of Next Level Fitness OOD in the city of Plovdiv, the city of Burgas, and the city of Pernik.
Basic Multi-Club (BASIC Multiclub) – the subscription entitles the Customer to an unlimited number of visits to all Facilities of Next Level Fitness OOD and grants the right to use fitness services and their adjoining SPA areas (if any), as well as the right to 1 (one) visit per day to group classes at all Facilities of Next Level Fitness OOD where such classes are offered. The right to attend group classes shall not include Reformer Pilates, which shall be subject to the terms set out in Section I, items 15 and 16.
Basic Fitness Multi-Club (BASIC Fitness Multiclub) – the subscription entitles the Customer to an unlimited number of visits to all Facilities of Next Level Fitness OOD and grants the right to use fitness services and their adjoining SPA areas (if any).

The BASIC Subscription can be concluded at any of the Company's Facilities, where it is offered, 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.

4. Pro Single Club (Pro 1 Club) – Annual Subscription

The Pro Single Club – Annual Subscription provides the Customer with the opportunity to enter into a Contract for the Provision of Sports Services /Distance Contract for a fixed period of 12 (twelve) full calendar months upon payment of equal monthly installments due by the end of the period, in accordance with the Company's price list. The twelve-month period always begins on the first day of the respective month. If the Customer's chosen effective date for the Contract for the Provision of Sports Services /Distance Agreement does not coincide with the first day of the calendar month (e.g., October 12.2025), a proportional part of the monthly fee will be due for the period from that date until the first day of the next calendar month. This partial period is not included in the twelve-month term of the Pro Single Club – Annual Subscription. The fee for each of the subsequent twelve months, starting from the beginning of the first full calendar month (i.e., from the 1st day of the month following the partial period month), is due in full.

The Pro Single Club (Pro 1 Club) – Annual Subscription is offered only at the Facilities of Next Level Fitness OOD in the city of Pernik, the city of Plovdiv and the city of Burgas. As of 16.11.2026, the Subscription is not available for conclusion for the Facilities in the city of Sofia and the city of Varna. Contracts for this Subscription concluded before the amendment enters into force shall be performed under the terms and conditions in force at the time of their conclusion.

The Subscription shall entitle the Customer to an unlimited number of visits per day to one Facility of Next Level Fitness OOD, designated by the Customer upon purchase of the Subscription, together with its adjoining SPA areas (if any). By way of exception, where the designated Facility is located in the city of Burgas or in the city of Plovdiv, the Subscription shall entitle the Customer to an unlimited number of visits per day to all Facilities of Next Level Fitness OOD located within the territory of the respective city, together with their adjoining SPA areas (if any).

This type of subscription does not entitle the Customer to attend group classes.

The Pro Single Club – Annual Subscription allows you to save a bank card and activate an automatic payment option. By memorizing the bank card and activating the automatic payment option, the Customer expresses his/her unequivocal consent that an amount equal to the respective monthly subscription will be automatically withdrawn from the memorized bank card to pay the next monthly fee when it becomes due, guaranteeing the continuity of the concluded Contract. At any time, the Customer may withdraw his/her consent by deactivating the automatic payment option via the website or the Next Level Fitness App. Upon deactivation of the automatic payment option, the Customer shall independently make the monthly payments within the terms set out in these Terms and Conditions.

The Pro Single Club – Annual Subscription provides the option to suspend (freeze) the service up to two times for a period of one full calendar month (from the first to the last day of the month), within the term of the Subscription. The freeze cannot be applied for partial periods (e.g., from date to date). Subscription freeze shall be made upon written request of the Customer in accordance with Section II.

Before the expiry of the term of the Contract for this subscription, the Customer may request its early termination by submitting a written termination request and activating a three-month notice period. The notice period shall commence on the date on which the Customer's next subscription month begins, according to their individual subscription cycle. Upon submitting the termination request, the Customer must pay in advance the amount corresponding to three monthly subscription fees, covering the notice period. During the notice period, the Customer shall retain full access to the services under their subscription plan.

In the event of early termination of the Contract at the Customer's initiative, without submitting a written termination request and without the advance payment of the three monthly fees, the Customer shall owe a penalty equal to three monthly subscription fees, payable at the time of termination of the Contract.

5. Multiclub Fitness – Annual Subscription

The **Multiclub Fitness – Annual Subscription** provides the Customer with the opportunity to enter into a Contract for the Provision of Sports Services/Distance Contract for a fixed period of 12 (twelve) full calendar months upon payment of equal monthly installments due by the end of the period, in accordance with the Company's price list. The twelve-month period always begins on the first day of the respective month. If the Customer's chosen effective date for the Contract for the Provision of Sports Services/Distance Contract does not coincide with the first day of the calendar month (e.g., 12.10.2026), a proportional part of the monthly fee will be due for the period from that date until the first day of the next calendar month, calculated based on the number of remaining days until the end of the month and the total number of calendar days in it. This partial period is not included in the twelve-month term of the Multiclub Fitness – Annual Subscription. The fee for each of the subsequent twelve months, starting from the beginning of the first full calendar month (i.e., from the 1st day of the month following the partial period month), is due in full.

The Subscription shall entitle the Customer to an unlimited number of visits per day to all Facilities of Next Level Fitness OOD throughout the country and shall grant the right to use fitness services and their adjoining SPA areas (if any).

This type of subscription does not entitle the Customer to attend group classes.

The Multiclub Fitness – Annual Subscription allows you to save a bank card and activate an automatic payment option. By memorizing the bank card and activating the automatic payment option, the Customer expresses his/her unequivocal consent that an amount equal to the respective monthly subscription will be automatically withdrawn from the memorized bank card to pay the next monthly fee when it becomes due, guaranteeing the continuity of the concluded Contract. At any time, the Customer may withdraw his/her consent by deactivating the automatic payment option via the website or the Next Level Fitness App. Upon deactivation of the automatic payment option, the Customer shall independently make the monthly payments within the terms set out in these Terms and Conditions.

The Multiclub Fitness – Annual Subscription may be concluded through a Distance Contract online at: https://www.nextlevelclub.bg/tseni/, through the Next Level Fitness App mobile application, as well as at the physical Facilities of Next Level Fitness OOD.

The monthly fee for the Subscription is due by the 5th day of the month to which it relates, unless otherwise agreed in the Contract for the Provision of Sports Services/Distance Contract.

The Multiclub Fitness – Annual Subscription provides the option to suspend (freeze) the service up to two times for a period of one full calendar month (from the first to the last day of the month), within the term of the Subscription. The freeze cannot be applied for partial periods (e.g., from date to date). Subscription freeze shall be made upon written request of the Customer in accordance with Section II.

Before the expiry of the term of the Contract for this subscription, the Customer may request its early termination by submitting a written termination request and activating a three-month notice period, only if more than 3 (three) months remain until the expiry of the term of the Contract as of the date on which Next Level Fitness OOD receives the request. Where 3 (three) months or less remain until the expiry of the term of the Contract as of that date, the Customer shall not be entitled to terminate the Contract early under this procedure, and the Contract shall continue to be performed until the expiry of the agreed term. The notice period shall commence on the date on which the Customer's next subscription month begins, according to their individual subscription cycle. Upon submitting the termination request, the Customer must pay in advance the amount corresponding to three monthly subscription fees, covering the notice period. During the notice period, the Customer shall retain full access to the services under their subscription plan.

In the event of early termination of the Contract at the Customer's initiative, without submitting a written termination request and without the advance payment of the three monthly fees, the Customer shall owe a penalty equal to three monthly subscription fees, payable at the time of termination of the Contract.

6. Quarterly Subscription (3 Months Fitness)

As of 16.11.2026, the Quarterly Subscription (3 Months Fitness) is available for conclusion only for the city of Pernik, the city of Plovdiv and the city of Burgas and is not available for conclusion for the city of Sofia and the city of Varna. The terms of the Subscription for the city of Pernik, the city of Plovdiv and the city of Burgas, including the scope of access under the respective option, shall remain unchanged. Contracts for this Subscription concluded before the amendment enters into force shall be performed under the terms and conditions in force at the time of their conclusion.

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, for a period of three months (e.g. from 23.02.2024 to 00:00 on 23.05.2024).

The Quarterly Subscription may be purchased either as a subscription valid for all Facilities of Next Level Fitness OOD or as a subscription valid only for the Facilities of Next Level Fitness OOD in the city of Burgas or the city of Plovdiv, in accordance with the Company's Price List.

Коментирал [P1]: Please confirm that the restriction concerns where new Quarterly Subscriptions may be concluded, not their territorial scope of access. The source expressly preserves existing access options, including nationwide access; no separate Pernik-only option is specified.

Where the Customer has selected a subscription valid for the city of Burgas or the city of Plovdiv, the Subscription shall entitle the Customer to an unlimited number of visits per day to all Facilities of Next Level Fitness OOD located within the respective

city. In all other cases, the Quarterly Subscription shall entitle the Customer to an unlimited number of visits per day to all Facilities of Next Level Fitness OOD.

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 at the physical Facilities of Next Level Fitness OOD in the city of Pernik, the city of Plovdiv and the city of Burgas, subject to the restrictions on the offering of the Subscription under this item.

7. Back2School – Three-month Subscription

The Back2School – Three-month Subscription allows the Customer to use a type subscription, whereby the Customer prepays the Back2School fee in equal monthly instalments, in accordance with the Company's price list, and is entitled to use the services at a Next Level Fitness OOD. Facility specified in advance upon purchase of the Subscription, during the hours between 09:00 and 16:00. The term of the Subscription shall be three calendar months and shall commence on the first day of the calendar month following the month in which the Subscription was activated, regardless of the date of its activation, and shall end at 00:00 on the last day of the third month.
Depending on the commencement date of the Subscription, the fee for the first month shall be payable as follows:

In the event that the Subscription does not commence on the first day of the calendar month (e.g. on 12.02.), a proportional part of the monthly fee shall be due for the first month, calculated based on the number of days remaining until the end of the respective month and the total number of days in that month. This period shall not be included in the three-month term of the Subscription and shall not be considered part of that term. The fee for each subsequent month shall be payable in full;
Where the Subscription commences on the first day of the calendar month, the fee shall be payable in full, in accordance with the Company's price list.

Together with the first payment, the Customer shall also pay a deposit in the amount of ten euros. The deposit may be used to offset the last monthly Subscription fee due, provided that the Subscription has not been terminated prematurely. Next Level Fitness OOD. shall have the right to retain the deposit under the terms of these Terms and Conditions.

The monthly Subscription instalment shall be paid in advance, no later than the 5th day of the month to which it relates, unless otherwise agreed in the Sports Services Agreement/Remote Agreement. In the event of failure to fulfil the payment obligation within the specified time limit, the respective general rules for suspension of access and termination of the Subscription applicable to the relevant type of Subscription shall apply, and the deposit paid shall be retained to cover the outstanding amount due.

The Back2School Subscription may be concluded at any Facility of the Company through signing a Contract for the Provision of Sports Services, as well as online at: https://www.nextlevelclub.bg/tseni/
and via the Next Level Fitness App, under the terms of a Distance Contract.

The Subscription entitles the Customer to visits between 09:00 a.m. and 04:00 p.m. at one Facility of Next Level Fitness OOD., designated by the Customer upon purchase of the subscription, together with its adjoining SPA areas (if any).

This type of subscription does not entitle the Customer to attend group classes.

The Subscription may be purchased only by individuals aged between 14 and 18 years.

8. *Happy Hours + – Three-month instalment subscription (archived subscription)*

As of 16.11.2026, the Happy Hours + – Three-month instalment subscription is an archived subscription and is not available for the conclusion of new contracts at any of the Company's Facilities, online or through the Next Level Fitness App mobile application. The terms under this item and the other provisions of these General Terms and Conditions relating to this Subscription are retained solely to govern relations under contracts concluded before that date, which shall be performed under the terms and conditions in force at the time of their conclusion.
The Happy Hours + Subscription allows the Customer to use a type of subscription whereby the Customer pays a fee in equal monthly instalments, in accordance with the Company's price list, for a period of three calendar months, for one Facility selected in advance by the Customer among the following Facilities of Next Level Fitness OOD: Ovcha Kupel, Krasna Poliana, Galaxy, Lyulin 5 and New Wave – Varna.
The Subscription is structured in equal monthly instalments. In the event that the first month of the Subscription does not coincide with the first day of the calendar month (e.g. the Subscription is activated on the 12th day), a proportional part of the monthly fee shall be due for the period from the activation date until the end of the respective month, calculated based on the number of remaining days until the end of the month and the total number of calendar days in it. This partial period shall not be included in the three-month term of the Subscription. The fee for each of the subsequent three months, calculated from the beginning of the first full calendar month, shall be payable in full.

Together with the first payment, the Customer shall also pay a deposit in the amount of ten euros. The deposit may be used to

offset the last monthly Subscription fee due, provided that the Subscription has not been terminated prematurely due to non-payment. Next Level Fitness OOD shall have the right to retain the deposit under the terms of these Terms and Conditions.

The monthly Subscription instalment shall be paid in advance, no later than the 5th day of the month to which it relates, unless otherwise agreed in the Contract for the Provision of Sports Services/Distance Contract. In the event of failure to pay a due monthly instalment on time, the respective general rules for suspension of access and automatic termination of the Subscription applicable to subscriptions paid in monthly instalments under these General Terms and Conditions shall apply, in which case the Customer shall lose the right to request a refund of the deposit paid, which shall be retained by Next Level Fitness OOD to cover the outstanding amount due.

The Subscription entitles the Customer to use fitness and SPA services (where available) only at the Facility selected in advance by the Customer under this item, within the following hours: on weekdays – from 10:00 a.m. to 3:00 p.m.; on Saturdays and Sundays – without any restriction on the hours.

This type of subscription does not entitle the Customer to attend group classes.

The Happy Hours + Subscription is offered only to new Customers of Next Level Fitness OOD or to Customers who have not had an active Sports Services Subscription at the Facilities of Next Level Fitness OOD during the preceding 6 (six) months, calculated from the date of conclusion of the Contract for the Provision of Sports Services/Distance Contract for this Subscription.

The Happy Hours + Subscription may be concluded at any of the Facilities listed above by signing a Contract for the Provision of Sports Services, as well as online at https://www.nextlevelclub.bg/tseni/ and through the Next Level Fitness App mobile application, under the terms of a Distance Contract.

The Customer is not entitled to terminate the Happy Hours + Subscription early by giving notice. In the event that the Customer fails to pay the monthly instalment due for the following monthly period within the specified time limit, the Subscription shall be automatically terminated due to non-payment, and the deposit paid shall be retained by Next Level Fitness OOD to cover the outstanding amount due.

9. Weekly Fitness Subscription

The **Weekly Fitness 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 7 (seven) days. 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 23:59 on the seventh day.

The Weekly Subscription does not grant the right to attend group classes.

The Subscription can be concluded through a Distance Contract online at: https://www.nextlevelclub.bg/tseni/, through the mobile application "Next Level Fitness App", as well as in physical locations of Next Level Fitness Ltd.

10. Weekly Subscription for Group Classes and Fitness

The Weekly Subscription for Group Classes and Fitness provides the Customer with the opportunity to use a type of Subscription whereby the Customer pays the fee in advance, in accordance with the Company's price list, and is entitled to an unlimited number of visits per day to all Next Level Fitness OOD. Facilities, as well as to one (1) visit per day to group classes at all Next Level Fitness OOD. Facilities where such classes are offered, for a period of 7 (seven) days. The right to attend group classes shall not include Reformer Pilates, which shall be subject to the terms set out in Section I, items 15 and 16. The term of the Subscription shall commence on the day the fee is paid or on a date expressly specified by the Customer and shall expire at 23:59 on the seventh day.

The Weekly Subscription for Group Classes and Fitness may be concluded under a Remote Agreement online via the following website: Next Level Fitness price page, through the "Next Level Fitness App", as well as at the physical Facilities of Next Level Fitness Ltd.

11. Free Pass – Free Visit

Free Pass – Free Visit constitutes a Sports Service provided by Next Level Fitness OOD. under the terms of these Terms and Conditions, which entitles the Customer to a single visit to a Next Level Fitness OOD. Facility selected by the Customer for the use of a fitness service or attendance at a group class offered at the respective Facility, free of charge.
In order to use the Free Pass, the Customer shall create a customer profile and conclude a Sports Services Agreement. The right to use the Free Pass shall arise upon the creation of a customer profile, activation of the Free Pass and conclusion of a Sports Services Agreement in accordance with the applicable procedure.
The Free Pass may be activated at the physical Facilities of Next Level Fitness OOD., as well as online via the Company's website and/or through the Next Level Fitness App, where such functionality is available.
The Free Pass may be used at all Next Level Fitness OOD. Facilities. The Free Pass shall be activated for a specific Facility selected by the Customer and shall entitle the Customer to one visit only to that Facility. The Free Pass may not be used at a Facility other than the one selected upon its activation.
The Free Pass shall be valid for a period of 7 (seven) days from the date of its activation. Within this period, the Customer shall be entitled to use the single visit. Upon use of the visit or expiration of the 7 (seven)-day period, the Free Pass shall be

considered exhausted and may not be used again.
The Free Pass provides access to a fitness service or a group class selected by the Customer at the respective Facility. The right to attend a group class shall not include Reformer Pilates, which shall be subject to the terms set out in Section I, items 15 and 16. Free Pass shall not replace Reformer Guest under Section I, item 16. Access to a specific group class shall be subject to the approved schedule of the respective Facility and availability, and additional conditions, including age restrictions, may apply to participation in a specific group class.
The Free Pass may only be used by individuals who have reached the age of 14 (fourteen) years.
The Free Pass shall be provided only to new Customers of Next Level Fitness OOD. or to Customers who have not used Sports Services at Next Level Fitness Ltd. Facilities during the preceding 6 (six) months, calculated from the date of activation of the Free Pass.
Each Customer shall be entitled to use a Free Pass once for one selected Facility within each 6 (six)-month period. Where a Free Pass has been used at a particular Facility, the Customer may not use another Free Pass for the same Facility before the expiration of 6 (six) months from the date of activation of the previous Free Pass.
The Free Pass is personal and may not be transferred or assigned to another person, nor may it be exchanged for its monetary equivalent.
The activation and use of the Free Pass shall not entitle the Customer to any additional visits or to the use of other Sports Services or Next Level Fitness OOD. Facilities beyond the single visit provided under the respective Free Pass.
The Free Pass may not be combined with another Free Pass for the same Facility within the same period, or with other promotional offers, unless expressly provided otherwise by Next Level Fitness OOD.
In order to use the Free Pass service, the Customer shall familiarize themselves with these Terms and Conditions and the Sports Services Agreement and confirm their acceptance thereof in accordance with the procedure applicable to the respective method of concluding the Agreement.

The Agreement for the service shall be concluded by signing the Sports Services Agreement.

12. Next Level Body Age

Next Level Body Age is an additional service offered by Next Level Fitness Ltd., which is not included in the membership plans and is provided against a one-time fee in accordance with the Company's price list.
The service includes a holistic assessment of the Customer's physical condition performed through the innovative "Technogym Checkup" device, equipped with integrated artificial intelligence, which conducts detailed measurements of body indicators. Based on the results, an individual report is generated.

The service is offered in the following packages:

- **Discover** – an unlimited number of measurements within a period of thirty (30) days using the "Technogym Checkup" device, through which the Customer receives a detailed report.

Next Level Body Age is available only at the Company's facilities where the required equipment is installed. Up-to-date information regarding the availability and accessibility of the service is published on the website of Next Level Fitness Ltd.
In order for a measurement to be performed, the Customer must use the Technogym application through which a user profile is created. The measured personal data and results are stored on servers administered by Technogym S.p.A., in accordance with the applicable Technogym S.p.A. Privacy Policy, with which the Customer becomes acquainted and agrees upon registration in the application.

Next Level Fitness Ltd. does not process such data and bears no responsibility for their protection or storage by Technogym.

The results and reports obtained are of an informational and indicative nature only and do not constitute a medical diagnosis, nor may they replace consultation with a healthcare professional.

13. KIDS 1 Club – a subscription for children's group activities

KIDS 1 Club represents a subscription for children's group activities, consisting of organized sports and physical activities conducted in a group format under the supervision of an instructor, and which may include non-contact activities, as well as contact and/or combat sports.
The monthly KIDS 1 Club subscription grants the Client, for whose benefit the subscription has been concluded, the right to attend six (6) children's group activities within a one-month period (e.g. from 23 February 2024 to 23 March 2024), calculated from the subscription start date until the corresponding date of the following month.
The subscription is valid only for the Next Level facility selected in advance at the time of purchase. The Client shall not be entitled to transfer or carry forward any unused visits to the following month.
This subscription provides access to all children's group activities offered at the respective Next Level Fitness facility at the relevant time, regardless of their type, subject to availability and in accordance with the approved schedule.
Access to children's group activities may be obtained either through the purchase of this subscription or through a valid Multisport Kids card/program, under the terms and conditions determined by the respective service provider.
Within the scope of the children's group activities, the following may be included, without the list being exhaustive:

- non-contact and general physical activities (e.g. dance, gymnastics, yoga, functional training, etc.);
- contact activities and/or combat sports (e.g. boxing, taekwondo, jiu-jitsu, wrestling, kickboxing, and other similar disciplines).

The specific type, content, and schedule of the activities shall be determined by Next Level Fitness for each facility and shall be published on the Next Level Fitness website, in the Next Level Fitness App, and/or on-site at the respective facility.
KIDS 1 Club is intended for children aged from six (6) to thirteen (13) years inclusive.

Depending on the specific type of activity, its intensity, and characteristics, additional age groups or restrictions may apply at certain facilities, which shall be explicitly indicated in the activity schedule, on the website, in the mobile application, and/or on-site at the facility.
The Client is responsible for ensuring that the child's age and physical condition meet the requirements for participation in the specific activity.
Attendance at activities shall take place in accordance with the approved schedule and, where applicable, following prior notification to Next Level Fitness of the intention to attend. Next Level Fitness reserves the right to refuse participation in a specific activity in cases of non-compliance with age requirements, lack of available capacity, or objective reasons related to the safety of children.
The Client acknowledges and accepts that certain children's group activities, including contact and combat sports, by their nature may involve health risks to participants, arising from the nature of the activity, the physical exertion involved, and interaction between participants.
Additional information regarding the nature of specific activities, potential risks, and participation requirements may be obtained from the Next Level Fitness website, the Next Level Fitness App, and/or at the reception desk of the respective facility prior to purchasing the subscription.

By accepting these General Terms and Conditions, the Client declares that they have familiarized themselves with this information and accept the associated risks.
Next Level Fitness reserves the right to:

- modify the types of children's group activities offered at a given facility;
- introduce or discontinue specific activities;
- amend the schedule and age group allocation,

without this constituting an amendment to these General Terms and Conditions or grounds for claims by the Client, provided that the subscription continues to grant access to children's group activities at the respective facility.
The subscription may be concluded at any Next Level Fitness facility where it is offered, as well as online via the website https://www.nextlevelclub.bg/tseni/ or through the Next Level Fitness App, under the terms applicable to distance contracts.

14. Group Class – Children's Boxing

The Group Class – Children's Boxing is a boxing class designed for children aged between 8 (eight) and 17 (seventeen) years. Boxing classes are held only in specific Next Level Fitness Clubs, according to a pre-approved schedule and divided into age groups, as follows:
• Group I – children aged 8 (eight) to 13 (thirteen) years, inclusive;
• Group II – children aged 14 (fourteen) to 17 (seventeen) years, inclusive.
The Children's Boxing Class entitles the Client, on whose behalf the subscription has been concluded, to 8 (eight) boxing sessions within one month (e.g. from 23.02.2024 to 23.03.2024), according to the approved schedule, upon prior payment of the applicable fee. The subscription is valid only for the specific Next Level Fitness Club selected at the time of purchase.
The Client may not transfer unused sessions to the following month.
Next Level Fitness must be notified in advance of the day on which the child will attend and the age group to which the child belongs. The subscription term starts on the date of payment or on a date expressly indicated by the Client and expires at 00:00 hours on the corresponding date of the following month (if the following month does not have the same date, the term expires on its last day). Upon expiry of the one-month period, the subscription automatically terminates.
This type of subscription does not grant access to other group classes.
A subscription for Group Class – Children's Boxing may be concluded at any Next Level Fitness Club where it is offered, as well as online at https://www.nextlevelclub.bg/tseni/ and through the mobile application "Next Level Fitness App", under the terms of a Distance Contract.

15. Group Class – Reformer Pilates

The Group Class – Reformer Pilates is a Pilates-based group class conducted with the use of a specialized piece of equipment known as the Reformer, under the supervision of an instructor. Classes are held only at the Next Level Fitness Club – Lozenets, according to a pre-approved schedule and subject to mandatory advance booking. The service is intended for persons who have reached the age of 14 (fourteen) years.
Group Class – Reformer Pilates is offered in the following formats, and each Reformer Pilates group class package shall provide access to all of them in accordance with the number of visits included in the package, subject to availability and the schedule. Attendance at any of these classes shall use one visit from the package.
Reformer Foundations – a class comprising foundational exercises for proper technique, control, stability and the gradual development of strength, suitable for beginners and for improving basic technique. The intensity is light to moderate, and the duration is 50 (fifty) minutes.
Reformer Strength & Shape – a dynamic full-body class comprising controlled exercises and resistance, aimed at strength, muscle tone and firming. The intensity is moderate to high, and the duration is 50 (fifty) minutes.
Reformer Mobility & Stretching – a gentle class combining mobility, active stretching and controlled movements to release tension and improve mobility. The intensity is light to moderate, and the duration is 50 (fifty) minutes.
Reformer Ritual – a full-body class lasting approximately 50 (fifty) minutes. The intensity is light to moderate, and the total duration of the service is 75 (seventy-five) minutes.

The right to use the SPA areas is included in all Reformer Pilates formats.

The Group Class – Reformer Pilates entitles the Customer to a specified number of visits, upon prior payment of the applicable fee in accordance with the Company's price list. Depending on the selected package, the following shall be provided:

Reformer Pilates 1 visit – 1 (one) visit within 1 (one) month;
Reformer Pilates 2 visits – 2 (two) visits within 1 (one) month;
Reformer Pilates 4 visits – 4 (four) visits within 1 (one) month;
Reformer Pilates 8 visits – 8 (eight) visits within 2 (two) months.
The validity period of the respective package shall commence on the date of its activation and shall expire at 00:00 hours on the corresponding date of the following month for packages valid for one month, or of the second month for the package valid for two months. If the respective month does not contain the corresponding date, the period shall expire at 23:59 hours on its last day. For example, a Reformer Pilates 4 visits package activated on 23.02.2026 shall be valid until 00:00 hours on 23.03. 2026, and a Reformer Pilates 8 visits package activated on the same date shall be valid until 00:00 hours on 23.04.2026. The package shall terminate upon exhaustion of the visits or expiry of its validity period. Unused visits shall not be carried forward to a subsequent period and shall be forfeited upon expiry of the validity period. Suspension ("freezing") of the package shall not be permitted.
Group Class – Reformer Pilates packages shall be valid only for the Next Level – Lozenets Facility and shall not entitle the Customer to attend Individual, Duo or Trio, other group or individual classes or sessions, or fitness services. Each Reformer Pilates group format shall include the right to use the adjoining SPA areas at the Next Level – Lozenets Facility, in accordance with the rules for their use. Attendance at more than one class per day shall be permitted, with each class attended counted as a separate visit from the package. The restriction to 1 (one) group class per day under the other Subscriptions shall not apply to separately purchased Reformer Pilates visits.
A subscription for Group Class – Reformer Pilates may be concluded at the reception desk of the Next Level – Lozenets, as well as online at https://www.nextlevelclub.bg/tseni/ or through the Next Level Fitness App mobile application, under the terms of a Distance Contract and where such functionality is available.
Customers with an active Next Level Fitness OOD Subscription may benefit from the preferential prices provided for them for this service only when purchasing it at the reception desk. For purchases online or through the mobile application, the standard price for Customers without an active Subscription shall apply, regardless of whether the Customer has an active Subscription.
The following common rules on bookings, cancellation and attendance shall apply to all Reformer Pilates formats under items 15 and 16:
Participation shall be possible only with an advance booking through the Company's website, the Next Level Fitness App mobile application or on-site at the Facility. Bookings shall open 7 (seven) days before the start of the respective class or session. A booking may also be made before the service is purchased, but the booking itself shall not confer a right to participate without payment for the respective service and conclusion of a Contract for the Provision of Sports Services/Distance Contract. The booked class or session shall fall within the validity period of the purchased service.
Group classes shall be held even where only 1 (one) Customer has booked. If no Customer has booked 2 (two) hours before the start of the class, it shall be automatically cancelled and removed from the schedule. A class cancelled by the Company shall not be counted as a used visit.
If the Customer is unable to attend, they shall cancel their booking no later than 3 (three) hours before the start of the class or session, through the same channels through which a booking may be made.
Late arrival of up to 5 (five) minutes after the announced starting time shall be permitted for all formats, including for the Service Holder in the case of Individual, Duo and Trio. After this period, the Customer arriving late shall be denied access to the booked class or session. Late cancellation, failure to attend or arrival later than permitted shall not be counted as a used visit: the prepaid visit shall be retained until the end of the original validity period for all formats. No new validity period shall be granted, and the current validity period shall not be extended.
The Customer shall select a format appropriate to their physical condition and experience and shall comply with the instructor's instructions and the rules for safe use of the Reformer equipment. The descriptions of the formats and their objectives are indicative, do not guarantee a specific result and do not constitute a medical service, treatment or rehabilitation.

16. Personal Sessions – Reformer Pilates (Individual, Duo and Trio)

Personal Sessions – Reformer Pilates shall be conducted using Reformer equipment under the supervision of an instructor only at the Next Level – Lozenets, subject to mandatory advance booking. The services are intended for persons who have reached the age of 14 (fourteen) years and are offered in the following formats:
Reformer Individual (Reformer Pilates Individual Visit) – an individual session for 1 (one) Customer, tailored to their goals, physical fitness and pace of progress, with individual attention to technique. The intensity ranges from light to high, determined individually, and the duration is 50 (fifty) minutes.
Reformer Duo (Reformer Pilates Duo Visit) – a personalized session for 2 (two) participants, with exercises adapted to their level and goals. The intensity ranges from light to high, tailored individually, and the duration is 50 (fifty) minutes.
Reformer Trio (Reformer Pilates Trio Visit) – a session for 3 (three) participants, adapted to their level and goals and providing more personal attention than a standard group class. The intensity ranges from light to high, tailored individually, and the duration is 50 (fifty) minutes.
Each of the Reformer Pilates Individual Visit, Reformer Pilates Duo Visit and Reformer Pilates Trio Visit products shall entitle the Customer to 1 (one) session in the selected format, upon prior payment of the applicable fee in accordance with the Company's price list. For Duo and Trio, the Service Holder shall make the booking and pay for the entire session in the selected format, rather than a separate fee solely for their own participation. The session shall be held only after payment for the selected product.
Individual, Duo and Trio shall be valid for 1 (one) month from the date of activation. The respective rules under item 15 shall apply to the calculation of the validity period, exhaustion and retention of the visit in the event of cancellation, failure to attend or late arrival, as well as to the prohibition on carrying forward an unused visit to a subsequent period and on suspension ("freezing"). Retention of a prepaid visit shall not commence a new one-month period.
Individual, Duo and Trio shall not entitle the Customer to attend the group formats under item 15, other group or individual classes or sessions, or fitness services. Each of the Individual, Duo and Trio formats shall include the right to use the adjoining

SPA areas at the Next Level – Lozenets Facility, in accordance with the rules for their use. The common rules under item 15 shall apply to bookings, cancellation, permitted late arrival, separate payment and the exclusion of access through other Subscriptions, MultiSport or Free Pass. More than one session per day shall be permitted, subject to a separate booking and a purchased service for each session.
Individual, Duo and Trio services may be purchased through the channels and under the terms for standard and preferential prices described in item 15. Persons accompanying Duo and Trio Service Holders shall be subject to the special procedure for Reformer Guest, which may be concluded only at the reception desk.
The Customer who has made the booking for the respective session shall be referred to as the Service Holder, and the other one or two Customers participating in the Duo or Trio package shall be referred to as accompanying persons. The Duo or Trio Service Holder shall participate personally in the booked session and shall arrive no later than 5 (five) minutes after the announced starting time. Admission of accompanying persons under the Duo/Trio product paid for by the Service Holder shall be conditional upon the Service Holder's participation. Accompanying persons may be replaced until the start of the session without having to be named in advance when the booking is made; this shall not constitute replacement of the Service Holder or transfer of their booking.
Reformer Guest is an agreement concluded free of charge for the use of the Sports Service in connection with the **Reformer Pilates Duo/Trio** service by persons accompanying Duo/Trio Service Holders. This agreement may be concluded only at the reception desk. Each accompanying person shall have a customer registration and a concluded Contract for the Provision of Sports Services for Reformer Guest before participating. Reformer Guest shall entitle the accompanying person to participate in the respective paid Duo/Trio session, subject to the maximum number of participants for the selected format, as well as to use the right of access to the adjoining SPA areas included in that format. It shall not provide a separate paid visit, the right to book as a Service Holder or access to other Sports Services beyond participation in Duo/Trio and the included right to use the SPA areas, and shall not constitute a Free Pass. The age restriction of 14 (fourteen) years shall also apply to accompanying persons.
If the Duo/Trio Service Holder fails to arrive within the permitted time, the accompanying persons present may use the booked session only after purchasing the respective booked Duo or Trio product and one of them becoming the Service Holder of the newly purchased service. The new payment shall cover the entire booked format, even though it has already been paid for by the absent Service Holder and regardless of the number of accompanying persons present. The absent Service Holder's prepaid visit shall not be used by the accompanying persons and shall be retained until the end of the original one-month period from its activation.

17. 2 Week Pass Reformer Pilates – temporary free promotional service

2 Week Pass Reformer Pilates constitutes a temporary free promotional service provided solely within the campaign running from 09.11.2026 to 30.11.2026, for the purpose of promoting and raising awareness of a new type of group class – Reformer Pilates and its formats specified in Section I, item 15, under the terms of this item. A total of 50 (fifty) free passes shall be made available for the campaign, each entitling the Customer to 3 (three) visits to Reformer Pilates group classes of their choice, in accordance with the schedule of the Next Level – Lozenets Facility and subject to availability.

The period for requesting and issuing passes shall run from 09.11.2026 to 15.11.2026 inclusive, or until the total of 50 (fifty) passes has been exhausted, whichever occurs first. Passes shall be issued to the first 50 (fifty) Customers requesting participation by email to info@nextlevelfitness.bg. Priority shall be determined by the order in which the emails are received by the Company. A repeated request by the same Customer shall not confer a right to an additional pass.
Each Customer may request and use only 1 (one) pass for the campaign, regardless of whether they currently hold an active Next Level Fitness OOD Subscription. The purchase or holding of another Subscription shall not be required. Participation shall be subject to the age restriction for Reformer Pilates group classes under item 15, namely having reached the age of 14 (fourteen) years.
To obtain a pass, the Customer shall send a request to info@nextlevelfitness.bg during the request period. The Company shall reply by email with a code to Customers who have been issued a pass in accordance with the order of priority and the limited number under this item. The Customer shall present the code received at the reception desk of the Next Level – Lozenets Facility. To use the service, the Customer shall conclude a Contract for the Provision of Sports Services in accordance with the applicable procedure. A reception employee shall create a customer profile if the Customer does not have one and shall activate the 2 Week Pass Reformer Pilates service in their profile at a zero price, following conclusion of a Contract for the Provision of Sports Services and acceptance of these General Terms and Conditions in accordance with the applicable procedure.
The email request and receipt of a code shall not in themselves constitute activation of the pass. The pass shall be valid for using the visits only from 16.11.2026 to 30.11.2026 inclusive. The Customer may activate it at the reception desk on any day within that period. Regardless of the date of activation, the validity period shall expire at 23:59 hours on 30.11.2026; activation on a later date shall not confer a new two-week or one-month period and shall not extend the final deadline. After 30.11.2026, the pass may not be activated or used. Upon exhaustion of the 3 (three) visits or expiry of the validity period, the pass shall be considered exhausted. Unused visits shall be forfeited and shall not be carried forward to a subsequent period.
The visits may be used on the same day or on different days within the specified period. Each class shall require a separate advance booking through the Company's website, the Next Level Fitness App mobile application or on-site at the Facility, subject to availability. Receipt of a pass shall not guarantee a place in a particular class. The booked classes shall take place within the period from 16.11.2026 to 30.11.2026 inclusive.
The pass shall provide access to all Reformer Pilates group formats under item 15, including the right to use the adjoining SPA areas provided for those formats. It shall not provide access to the Individual, Duo and Trio personal formats under item 16, other group or individual classes or sessions, or fitness services. The pass is personal and may not be transferred or assigned to another person. Suspension ("freezing") or extension of its validity shall not be permitted.
2 Week Pass Reformer Pilates shall be provided free of charge and without a deposit. The requirements for advance payment and the standard or preferential prices for paid Reformer Pilates products shall not apply to the 3 (three) included visits. The service constitutes a separate promotional opportunity and shall not constitute a Free Pass – Free Visit under item 11; the Free

Pass conditions relating to new Customers or the absence of use of Sports Services during the preceding 6 (six) months shall not apply to it.
For all matters not expressly regulated otherwise in this item, the remaining terms for Group Class – Reformer Pilates under item 15 and the relevant general provisions of these General Terms and Conditions shall apply, including the rules on holding and cancellation of classes, cancellation of bookings, permitted late arrival, failure to attend and safe participation. In the event of late cancellation, failure to attend or arrival later than permitted, the unused visit shall be retained only until the final deadline of 30.11.2026 inclusive. In the event of a conflict, the special terms of this item shall prevail solely in respect of the 2 Week Pass Reformer Pilates service and shall not amend the terms of the other Reformer Pilates products.

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/). The rules for transferring a Subscription under this item shall not apply to customers with a BASIC Subscription, Reformer Pilates or an archived Happy Hours + 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: BASIC Subscription, EASY Subscription, Back2School – Three-month Subscription, Group Class – Children's Boxing, Group Class – Reformer Pilates, Personal Sessions – Reformer Pilates (Individual, Duo and Trio), as well as Reformer Guest under the terms set out in Section I, item 16.
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 full 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 have the right to submit a notice of termination of the Contract for the Provision of Sports Services or the Distance Contract after the expiration of the first full monthly period (a full calendar month) of the EASY Subscription. The partial period from the effective date of the Contract until the beginning of the first full calendar month shall not be included in the minimum term of two full calendar months. Termination by notice under this item may take effect no earlier than upon the expiry of the third full calendar month of the EASY Subscription.

   EXAMPLE: A Customer concludes a 12-month EASY Subscription with an effective date of 5 January of the respective year. On the same day, they activate their account and pay a proportional part of the monthly fee for the period from 5 January to 31 January inclusive, as well as a deposit equal to one monthly fee. After confirmation that the Subscription is active, the Customer may visit the Company's Facilities. The partial period in January shall not be included in the minimum term of three full calendar months. The first full calendar month is February, the second is March and the third is April. After the expiry of the first full calendar month, i.e., from 1 March, the Customer may submit a notice of termination. If the Customer has paid the fee for March and sends the notice no later than 20 March, the EASY Subscription shall terminate upon the expiry of the following full calendar month, April, i.e., at 00:00 on 1 May. Termination shall thus take effect after the expiry of three full calendar months. Until termination, the Customer shall retain the right to use the services under the EASY Subscription.
5. Early termination of the Pro Single Club – Annual Subscription, the PRO Subscription – Monthly Installments and the Multiclub Fitness – Annual Subscription shall be carried out in accordance with the procedure and conditions described in the respective subscription description in these General Terms and Conditions. In the event of early termination at the Customer's initiative under this procedure, a penalty shall be due only in cases of failure to comply with the requirements set out herein regarding the submission of a termination request and the advance payment. Early termination at the Customer's initiative under this procedure shall not be permitted where 3 (three) months or less remain until the expiry of the term of the Contract as of the date on which Next Level Fitness OOD receives the request. This procedure shall not restrict termination by mutual consent under item 3, termination for medical reasons under item 6 or the right of withdrawal under items 11–13 of this Section.
6. 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.
7. The BASIC Subscription shall expire at 00:00 on the relevant day of the month (*if this month does not have a relevant number, the period shall expire on its last day). The Customer may not terminate this type of Subscription early.
8. The Weekly Subscription expires at 23:59 on the seventh day of the Subscription period. The Customer is not entitled to premature termination of this Subscription.
9. The Back2School Subscription shall automatically expire upon the expiry of the three-month term for which it was concluded. The Customer may not terminate this type of Subscription early by giving notice. The Subscription shall be terminated early by operation of law in the event of non-payment of a due monthly Subscription instalment within the specified time limit, in which case the deposit paid shall be retained as described in Section I.
10. The archived Happy Hours + Subscription, concluded before 16.11.2026, shall automatically expire upon the expiry of the three-month term for which it was concluded. The Customer may not terminate this type of Subscription early by giving

Коментирал [P2]: Source inconsistency: Section II, item 4 refers to two full calendar months, while Section I, item 1, the revised example and the next sentence require three. The source wording has been retained pending confirmation.

Коментирал [P3]: Please confirm the transitional scope. The restriction to contracts concluded after 14 November 2025 is deleted, while Section I, item 4 preserves the terms applicable when earlier Pro Single Club contracts were concluded. No additional transitional rule has been inferred.

Коментирал [P4]: The three-month eligibility threshold is measured when the request is received, but the notice period begins with the next subscription month. Please clarify cases where more than three months remain on receipt but the notice would expire after the agreed term.

notice. The Subscription shall be terminated early by operation of law in the event of non-payment of a due monthly instalment within the specified time limit, in which case the deposit paid shall be retained by Next Level Fitness OOD as described in Section I.

11. 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.
12. 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.
13. 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. For Reformer Pilates 1 visit, Reformer Pilates Individual Visit and Duo/Trio products, one session provided shall count as use of the entire product. A session cancelled late or not attended, for which the visit has been retained in accordance with Section I, items 15 and 16, shall not be counted as actually provided.
14. 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 in the event of a material breach by the Customer of the Sports Services Agreement, these Terms and Conditions, or the Rules for the Use of Sports Services and the Customer Area of Next Level Fitness OOD., as well as in the event of the Customer's failure to comply with instructions issued by the management of Next Level Fitness Ltd. or by personnel responsible for the operation and safety of the Company's Facilities, relating to the safety, order and normal operation of the Facility, without it being necessary for such breach to be repeated. For the purposes of this clause, a material breach shall also include a breach by the Customer of item 14 of the Club Rules (the obligation to maintain order, cleanliness and tranquillity in the fitness facility and to behave politely and respectfully towards others), a breach by the Customer of item 17.4 of the Club Rules (creating situations in which the safety of other persons exercising is endangered), or the occurrence of the circumstances set out in item 15 of the Club Rules (inappropriate behaviour by a Customer giving the Club staff grounds to prohibit the Customer from entering or to remove the Customer from the Club, including prohibiting the Customer from returning to the Club), as well as other antisocial conduct by the Customer occurring at the Facility, beyond the cases specified above. A single breach may also be considered a material breach where, having regard to its nature, severity, consequences or the risk created to the health, safety or dignity of other Customers, employees, instructors or third parties, it justifies such qualification.
    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.
15. Upon termination of the Sports Services Agreement or the Remote Agreement due to a material breach by the Customer, Next Level Fitness shall have the right, for a period of up to 6 (six) months from the date of termination of the Agreement, to refuse to conclude a new Sports Services Agreement with the Customer, including to refuse the sale or activation of a new Subscription or other Sports Service, regardless of the Next Level Fitness Facility at which the Customer wishes to use the service. Upon expiry of the said 6 (six)-month period, the Customer may again conclude a Sports Services Agreement and purchase Sports Services under the terms and conditions applicable at the relevant time, unless, in the meantime, a new ground for refusal has arisen under these Terms and Conditions or the applicable legislation. The measure referred to in the preceding sentences shall apply in the event of breaches which, having regard to their nature, severity, consequences or the risk created to the health, safety, dignity or tranquillity of other Customers, employees, instructors or third parties, objectively justify the need for a temporary restriction on the possibility of concluding a new Agreement.
    **The amendments to items 14 and 15 shall apply only to Customers who have concluded an agreement/service agreement after their entry into force.*
16. 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:
    16.1. 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.
    16.2. 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.
    16.3. 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.
    16.4. Next Level Fitness OOD shall prepare a statement and response to the submitted complaint within 30 days of its submission.
    16.5. 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.
17. Upon the written request of a Customer with an EASY Subscription, a PRO Subscription - monthly installments, a Pro Single Club – Annual Subscription or a Multiclub Fitness – Annual Subscription, without stating a reason, Next Level Fitness

Ltd. may suspend ("freeze") the Subscription for 1 full calendar month, with no suspension for partial periods permitted, in the case of EASY Subscription, such suspension ("freeze") may only be used once every 12 months of the duration of the Sports Service Contract or Distance Contract, and in the case of the PRO Subscription - monthly instalments, the Pro Single Club – Annual Subscription and the Multiclub Fitness – Annual Subscription, up to twice within the duration of the Sports Service Contract or Distance Contract. In the event that a Subscription is suspended ("frozen"), its duration will be extended by the period of the freeze (e.g. if two "freezes" are used, the duration of the Subscription will be extended by two months.).

18. 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.
19. During the period of suspension ("freezing") of the Subscription the Customer shall not be entitled to use the services under the suspended Subscription, and no fee shall be payable for that Subscription. Suspension of another Subscription shall neither suspend nor extend the validity of a Reformer Pilates product separately purchased or provided free of charge and activated, nor prevent its use under the terms set out in Section I, items 15, 16 and 17. Suspension ("freezing") of Reformer Pilates products shall not be permitted.
20. 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.
21. 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.
22. 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. For this purpose, Next Level Fitness OOD. shall have the right to request that the Customer present an identity document (ID card) in order to verify the personal data provided by the Customer, in cases where the registration or, respectively, the Subscription has been made online or through the Next Level Fitness App, as well as in cases where the Agreement is concluded on-site, in order to verify the data provided at the reception desk. This shall also apply when concluding an Agreement for the Free Pass – Free Visit service, 2 Week Pass Reformer Pilates, as well as for Reformer Pilates products and for each participant with Reformer Guest.
23. 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 AND SPORTS SERVICES FEES, 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**").
   For Reformer Pilates under Section I, items 15 and 16, the full price of the selected package or product shall be paid in advance, rather than a monthly instalment, deposit or proportional part of a monthly fee. For Duo/Trio, the Service Holder shall pay for the entire session. Reformer Guest shall be provided free of charge and shall not replace payment for Duo/Trio. A booking without a purchased product shall not remove the obligation to pay before participating. Preferential prices for Customers with an active Subscription shall apply only to purchases at the reception desk under the terms set out in Section I, item 15.
2. The billing period for the PRO Subscription – Monthly Installments is 1 month once the twelve-month period begins. The Customer may also owe a proportional fee if the effective date of the Contract for the Provision of Sports Services /Distance Agreement does not coincide with the first day of a calendar month. The first payment for the PRO Subscription – Monthly Installments is made upon signing the Contract for the Provision of Sports Services or the Distance Agreement, respectively. The fee for each subsequent monthly period after the first is due no later than the 5th day of the relevant month and in accordance with these General Terms and Conditions, unless otherwise agreed in the Contract for the Provision of Sports Services or the Distance Agreement.
3. The invoicing period for the EASY Subscription shall be 1 month when the respective period begins with a full month. The fee for the first period (partial or full calendar month) of the EASY Subscription is paid upon the conclusion of the Contract for the Provision of Sports Services or the respective Distance Contract, simultaneously with the deposit as per these General Terms and Conditions. The fee for each subsequent monthly period after the first period is due no later than the 5th day of the respective month and in accordance with these General Terms and Conditions, unless otherwise agreed in the Contract for the Provision of Sports Services or the respective Distance Contract.
4. The invoicing period for the BASIC Subscription shall be one month, 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. The billing period for the Pro Single Club – Annual Subscription and the Multiclub Fitness – Annual Subscription is 1 month, starting from the commencement of the twelve-month period. The first payment shall be made upon conclusion of the Contract for the Provision of Sports Services or the corresponding Distance Contract. Where the effective date of the Contract does not coincide with the first day of the calendar month, the first payment shall be a proportional part of the monthly fee, calculated based on the number of days remaining until the end of the month and the total number of calendar days in that month. Where that date coincides with the first day of the calendar month, the first payment shall equal the full monthly fee. The fee for each subsequent monthly period shall be paid no later than the 5th day of the respective month and in accordance with these General Terms and Conditions,

Коментирал [P5]: Source inconsistency: revised Section I, item 6 permits new Quarterly Subscriptions only at physical Facilities in Pernik, Plovdiv and Burgas, while this unchanged payment sentence still refers to a Distance Contract.

unless otherwise agreed in the Contract for the Provision of Sports Services or the corresponding Distance Contract. 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.

6. The billing period for the Back2School Subscription and the archived Happy Hours + Subscription (only under contracts concluded before 16.11.2026) is 1 (one) month within the three-month term of the Subscription. The first monthly instalment, together with the deposit of ten euros due, shall be paid upon conclusion of the Contract for the Provision of Sports Services or the corresponding Distance Contract. Each subsequent monthly instalment shall be paid no later than the 5th day of the respective month, unless otherwise agreed in the Contract for the Provision of Sports Services or the corresponding Distance Contract. In the event of non-payment of a due monthly instalment on time, the Subscription shall be automatically terminated, and the deposit paid shall be retained to cover the outstanding amount due.
7. 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. For Reformer Pilates, retention of a visit in the event of cancellation, failure to attend or late arrival shall not mean a refund of the price or an extension of validity. The rules on forfeiture of unused visits upon expiry of the validity period shall not restrict the applicable rights of withdrawal and complaint under Section II.
8. 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.
9. 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.
10. 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 16.11.2026.