

TERMS AND CONDITIONS

By purchasing a subscription at Vivertine, the subscription holder declares that he has read and understood all the clauses and undertakes to comply with the Internal Rules of the club "Vivertine", displayed on the website www.vivertine.ro as well as any other specific regulations, displayed in different areas of the club: reception, locker rooms, sports areas, swimming pool, saunas, etc.).

The terms and conditions presented below are the object of the Vivertine Club subscription contract.

Section 1. Information about subscription

1.1. The member has access to the club according to the type of subscription purchased:

Economy: Monday - Friday: 06:00 - 16:00 and 20:00 - 23:00, Saturday - Sunday: 14:00 - 20:00

Unlimited: Monday - Friday: 06:00 - 23:00, Saturday - Sunday: 08:00 - 20:00

Happy-Hour: Luni - Vineri: 12:00 - 16:00, Sambata - Duminica: 16:00 - 20:00

(limit hours of actual presence inside the club)

1.2. The schedule presented may change exceptionally, in case the Club's program is restricted by the authorities.

2. In case of well-founded medical reasons that do not allow the practice of the activities within the club, the freezing of the subscription and the extension of its validity can be done free of charge under the conditions of presenting the proving documents. Suspension of a subscription can be done on request based on a medical letter from the specialist. Medical documents for which the diagnosis was made retroactively will not be accepted. Their veracity will be checked by the Vivertine club doctor.

3. Days when the Club is closed (Christmas, New Year's Eve, Orthodox Easter) cannot be recovered.

4. The price of the access subscription does not include the assistance of a personal trainer, nutritional advice, massage, swimming lessons, etc. as standard, unless they are the subject of promotions and special offers.

5. Children under 4 years do not have access to the pool or the gym.

6.1. Children over the age of 5 have access to the gym for swimming and/or climbing lessons.

6.2. **Minors under the age of 14 cannot enter the gym unaccompanied.** They are either accompanied by their parents or they can choose to purchase personal training with a fitness instructor who can help them with age-appropriate exercises. Children cannot enter the Club on their parents' subscription, for them discounted subscriptions are paid according to the price grid available on the website www.vivertine.ro or at the Reception.

6.3. **Minors under the age of 18 need parental consent to enter the club.** The parental agreement is signed at the beginning together with the contract and the presence of one of the parents is needed to sign this parental agreement.

7. Members can offer invitations to other people, the only condition is that they have never been to the Vivertine Club before.

Section 2. Price of the services

1. The price of the subscription is according to the price list published on the site.

2. The price of the subscription is non-refundable, regardless of the number of uses or the period in which the member benefited from the services of the club, except for the situations expressly mentioned in the content of these Regulations.

3. Non-compliance with the payment terms may lead to the limitation of the member's access to the club until the debts are settled.

4.1. In exceptional cases, when paying the subscription in installments, the payment will be made in consecutive months or according to the purchased offer. If the second installment is not paid, the subscription continues to be used until the second installment is paid.

- 4.2. If the second installment is not paid, the subscription is canceled/suspended.
5. The student discount is valid only by presenting a student card valid for the current academic year. The discount is only valid for students under the age of 26.

Section 3. Access to the Club

1. The access to the club „*Vivertine*” is done only based on the card or on the unique member bracelet.
2. To facilitate quick access to the Club, we have implemented an automatic fingerprint identification system. The unique membership bracelet will store the customer's fingerprint in encrypted form. This information is stored only in the internal memory of the bracelet. The membership bracelet is released after the Customer has been photographed and his fingerprint is recorded on the bracelet. At each club access, the member will first scan the bracelet to confirm the subscription validity and then finger to match the real fingerprint with the one stored on the bracelet to confirm that the bracelet belongs to him. We inform you that we don't not store the fingerprint of the member, the special device mounted on turnstiles, making only a comparison between the fingerprint stored on the bracelet and that of the person wishing to enter the club. If the member does not want this automatic access procedure, he / she will need to be legitimate every time. In case of refusal, "Vivertine" club retains the right to prohibit / limit the access. **In case of loss, the release of a duplicate bracelet is possible by paying an additional fee of 30 Lei**
3. Members declare on their own responsibility that they are medically capable to perform physical activities when entering the club and in order to access various facilities (sauna, massage, swimming, climbing) and club "*Vivertine*" will not be responsible for any accidents, injuries or damage suffered by the club members by self-inflicted accident or by injury by another member or guest of a member when conducting those activities or who use the equipment improperly or contrary to the manufacturers' descriptions visible on the apparatus or without the supervision of the club instructors.
4. Members / guests declare that they were notified of the risk of injury and undertake to respect the rules of use of machines and accident prevention, the members assuming full responsibility for the damage to their health and of their guests.
5. If the member feels sick when he/she is in the club, it is advisable to immediately stop all physical activity and announce the club's employees in order to benefit as soon as possible from the appropriate medical care.
6. The staff of the club may refuse / limit access or evacuate members who are inebriated or have consumed alcohol or other prohibited substances or members who have indecent or contrary to morality behavior.
7. Members are obliged to respect the access program according to the purchased subscription, **not to enter the club less than 45 minutes before the departure time**, to go to the locker rooms at least 15 minutes before the deadline and to leave the club before the deadline. The violation of this clause entitles the club staff to apply **penalties of 30 lei for each delay or presence outside the program** and / or to limit the future access in case of non-payment of the penalties.

Section 4. Access to group classes and SPA (swimming pool, sauna, salt mine)

In order to ensure everyone's access to group classes and swimming pool and to respect each other, all members of the Vivertine Club who want to do group training or to swim must follow the following rules:

1. Make an appointment for the desired class up to 24 hours in advance, in the mobile application Vivertine2. It is possible to make reservations for 2 group trainings per day.
2. Confirmation of class attendance is done only based on check-in with fingerprint. If fingerprinting is not done, it is necessary to mention to the Reception staff that you have scheduled appointments to make the attendance manually.
3. Attendance at classes is recorded with a maximum of 10 minutes after the start of class. If you exceed 10 minutes you will be absent and you will lose the right to book for three consecutive days.
4. As places for group classes and swimming are limited, **you must cancel your reservation no later than 2 hours before training**, in case you are unable to arrive. The cancellation will be made in the application.

5. If the above rule is violated, **the right to make a reservation for group or swimming classes for a period of 3 days is lost.** You will have access to the other facilities of the club: the fitness area and cardio.

Attention! Group classes are held only if the attendance is at least 6 people. Otherwise, the class is canceled.

Section 5. Rules of conduct within the club

1. Members undertake that after their entry into the club and as long as they are inside the club to behave and dress decently, not to use inappropriate or offensive language, not to show verbal and/or physical violence, not to disturb the other members and to comply with the indications given by the club staff or coaches.
2. **Members may use the locker rooms for storing clothes and personal items only during the time they are in the club,** but the club doesn't ensure their security and is not responsible for the items stolen, damaged or lost in the club. When leaving the club, the locker compartment will open automatically and objects left will be able to be recovered from the club staff within 5 days, after this period the goods may be discarded. By using the lockers that are equipped with electronic anti-theft systems, the risk for the occurrence of the events mentioned above is minimized.
3. Members are obliged to wear **adequate sports gear** during the entire practice, respectively gym suit, t-shirt, short pants and adequate sports pants. **It is prohibited to enter into the sports area wearing flip-flops, street shoes, sports shoes that have been worn outside the club or have traces of dust or mud.** It is prohibited to enter the gym naked.
4. Members undertake to respect the elementary rules of personal hygiene so as not to be a source of discomfort for others.
5. Smoking (with tobacco or electronic cigarettes), the consumption of alcoholic drinks, drugs, medication or any illegal substances are strictly prohibited in the club "Vivertine". Members agree not to undertake any activity if they are under the influence of drugs, alcohol or medication that can affect their ability to make effort and use equipment.
6. Members can benefit from additional products or services for a fee. In the event of non-payment for the additional products or services of which the member benefited from, the access of the member to the club can be restricted or the access period can be reduced proportionally, equivalent to the amount of the unpaid debt. In either case, the member shall not be entitled to claim any damages.
7. **The "Vivertine" club offers to the members towels for rent for a fee of 5 lei / piece, for use in the activities of the club. These will be found in the shelves specially arranged in the reception of the club, and after use the member has the obligation to deposit it in the special basket at the exit. In case of loss, damage or improper use (for example: shoe removal, staining with various substances) the member will pay a fee of 30 Lei.**
8. Members who are dissatisfied with the services of the club or with the behavior of the staff or of the other members must notify the reception or fill in the register of complaints.
9. Members are asked to communicate within the club on a civilized tone, in Romanian or in an international language to be understood by the club staff, coaches and the other members.
10. For safety reasons, it is strictly forbidden for the members to hold any weapons or other objects that could be used as weapons. The access of the members holding such objects will be restricted.
11. The use of mobile phones within the club is allowed, provided it does not bother other members. We recommend that during the use of the services of the club the phones be tuned to silent mode.
12. Members are prohibited from using the space of club "Vivertine" for commercial purposes without the written approval of the club management. This means that members cannot offer to other members or third parties, for a fee, personal training services or any other services (nutritional counseling, diet etc.) The trainers appointed by the club "Vivertine" are the only persons authorized to provide such services. In "Vivertine" advertising of any kind is prohibited.
13. The exposure of intimate parts of the body within the workout spaces is strictly prohibited. This is allowed within the limits just inside the locker rooms.
14. During the performance of the activities within club "Vivertine" the trainers or the club staff can take pictures / videos that can be displayed on individual and / or company social networks for marketing purposes. If a member does not want to appear in such records, you need to express disagreement in writing before creating the materials. The non-communication of disagreement represents the tacit consent to the publication of these materials.

15. In order not to violate the right to privacy, club members are forbidden to make photo / video recordings where other members may appear without their approval.
16. Selecting and changing the audiovisual program by members without the consent of the club staff is forbidden.
17. For the convenience of members, the club's sanitation process is generally performed outside the opening hours, but as the program is extended, certain operations must be performed during this time, so **any area may be subject to sanitation and disinfection as required**, and access to those areas will be restricted to members until work is completed. Also, access could be temporarily restricted to preparations for events organized within the club. **Also, female cleaning staff will be able to enter the men's locker room** during the program to intervene in case of necessity.
18. For safety reasons, please keep the right distance to mirrors. It is strictly prohibited to lean against mirrors or glass doors or to throw objects at them.

Section 6. Rules of conduct for group classes

1. In addition to the rules of conduct from Section 5, members participating in group training (classes) will also have to comply with the provisions of this section.
2. Group classes start according to the schedule displayed at the reception, on the website www.vivertine.ro or on Vivertine mobile app.
3. **Access to group training zones is forbidden outside the group training schedules.**
4. "Vivertine" Club reserves the right to modify the schedule and type of group activities at any time, according to the company's strategy; the modifications will be brought to knowledge to members by displaying them at reception or on the website www.vivertine.ro. The change of the schedule and of the activity types is not a reason for unilateral termination of the Contract on behalf of the member, nor it entitles the member to request partial reimbursement of the paid price.
5. The participation of the members in group trainings will be done **only in the limit of the available spots** and, when necessary, **according to preliminary appointments made on Vivertine mobile app or at the reception.**
6. During the training session one will use only the equipment indicated by the instructor and at the end this equipment will be put in the initial place.
7. We do not recommend the participation in the group training session if you are more than 10 minutes late, the trainer being able to limit access to that training.
8. **For hygienic reasons, it is mandatory to use the towel whenever one uses the mattresses and other equipment.**
9. During training mobile phones will be set to silent mode.

Section 7. Rules of conduct for the use of cardio and fitness machines

1. In addition to the rules of conduct from Section 5, members who use fitness and cardio machines will also have to comply with the provisions of this section.
2. The misuse of the machines and the slamming of dumbbells on the floor is forbidden. The member will dose the weights for each type of exercise according to his physical condition, so as not to jeopardize their health or the health of other members.
3. **The use of the towel on the upholstery of the fitness machines is mandatory.** If you do not have a towel with you, **you can rent one at the Vivertine Reception for a fee.** The rental cost is 5 lei per piece / per use. The towel is returned at the end, being stored in the basket in the Reception area. **In case of its damage, a fee of 30 lei is paid, and in case of non-return, a fee of 50 lei is paid.**
4. The storage of disks / dumbbells on the upholstery of the machines or on the wall is forbidden.
5. **At the end of the exercise you are required to bring all the fitness equipment to its original position, and weights and dumbbells in the place that are specially arranged.**
6. The machines/weights/dumbbells will be shared by all club members and is forbidden to block a machine/weight/dumbbell in the rest periods between sets.
7. The use of fitness machines by children under 16 years is forbidden. Young people aged 16-18 can use fitness machines only with the written consent of the legal guardian.
8. The adaptation of exercises to certain machines or the improvisations are forbidden. Where club staff finds that an exercise, through how is performed, may harm the one who performs it or the other

members, they have the right to stop him/her from training, and in case of refusal they may ordered the evacuation of the member.

9. We recommended using the safety clip while using the treadmill, otherwise the club is not liable for any accidents.
10. If the machine operates abnormally, or if the member finds a cable or chain that is weakened or about to break, any cracks of the banks or machines, it is recommended to stop the exercise and to announce the club staff.

Section 8. Rules of conduct for the pool / spa area

1. In addition to the rules of conduct from Section 5, members who use the pools / spa area will also have to comply with the provisions of this section.
2. Access to the pools / spa area is done only in adequate bathing suits, undamaged, towel or bathrobe. **Wearing slippers is mandatory.** Access with other footwear, clothes or with other types of underwear than bathing suits is prohibited. **The hair helmet is mandatory when entering the pool.** We are not responsible for the possible accidents if walking without flip flops on a wet are.
3. **Before using the pool or sauna it is mandatory to take a shower.** The access in the pools with the skin with makeup still on (creams, eye shadows, make-up, etc.) is strictly forbidden, as well as putting foams, salts, aromatic oils or other substances in the water.
4. Jumping from the beach of the pool in the water, bullying, sinking a member against his/her will is strictly forbidden.
5. It is forbidden to station in the middle of the swimming lanes, but stationing is allowed only in specially designated areas on the sides of the basin.
6. Adults (parents) are not allowed to enter with their children on the lane for the swimming classes and aqua-gym, during these activities.
7. It is forbidden to use the chewing gum during swimming and/or to throw it away on the beach or in the water.
8. It is forbidden to throw packages or leftovers in the pool.
9. The intimate gestures towards your partner must be adequate, especially if there are minor children around.
10. **It is forbidden to spill water in exces on the heated rocks,** except small quantities mixed with natural essences.

Section 9. Obligations of the member

1. The member is obliged to pay the value of the subscription.
2. The member is obliged to acknowledge and to inform him/herself regularly about the changes of the **Internal Regulation of club "Vivertine"**. At the same time, he/she declares that he/she has read, agrees with and undertakes to comply with all the terms of the Contract, of any addenda, Internal Regulation of club "Vivertine" and other regulations posted inside the club and with the indications received from staff and trainers of the club.
3. The club has the right to change the Internal Regulation of the club without a prior acceptance of the member, the notification about the modifications being made through display inside the club and on the website.
- 4.

Section 10. Force majeure

1. Force majeure protects against responsibility the party that cannot fulfill its contractual obligations.
2. The party invoking force majeure is obliged to immediately notify the other Party and to prove, according to law, its occurrence / termination, all information about it, and the causes and measures at its disposal to limit its consequences. If within 10 days from the date of this event this still continues, the parties may agree upon the termination of the Contract by an addendum.
3. During the period of time of the event of force majeure, the party that could not fulfill its contractual obligations does not owe penalties and the contract is extended for the period of time between the event and the date of termination.

Section 11. Responsibility of the members. Termination of the Contract

1. Failure of the member or of his/her guest to comply with any obligation or rules established by this Contract addenda or Internal Regulation of club "Vivertine" is a case of breach of the contractual obligations.
2. A case of breach of the contractual obligations may be notified by default by the staff and management of the club or on the basis of notifications from another member.
3. In case of a breach of the contractual obligations, the club may order, at its discretion, one or more of the following sanctions: suspension of the subscription, subscription cancellation, restriction / limit to club access, evacuation of the member of the club.
4. The member is deemed in default automatically by the simple unfulfillment of any obligations, rules or provisions of the Contract, addenda, Internal Regulation of club "Vivertine".
5. The Contract terminates in the following cases:
 - a) the expiration of its duration, without agreeing upon its extension;
 - b) through the consent of the parties, without being conditioned by the restitution of any amount of money by the club;
 - c) the death of the member;
 - d) unilateral termination by the club;
 - e) the occurrence of force majeure.
6. The club may terminate the contract unilaterally in case of failure, by a member or guest / his child, to comply with any obligation, rules or provisions established by the Contract, addenda, Internal Regulation of club "Vivertine". The termination operates lawfully, without court intervention and without prior formality, simply by notification of termination with at least five days before the termination date.
7. The club may request damages from the member in the case of termination in order to cover the damage suffered.
8. The club will return to the member the value of the package, proportionally with the period of time / unused sessions only in the case of unilateral denunciation by the club or in other situations commonly agreed upon. If the member does not come to the club during the period of time of the Contract, this does not entitle the member to get a refund for the value of the subscription.
9. The assignment of the contract cannot be made to a person with a valid subscription, but only to a person who is not a member or whose subscription has expired, following the payment of a transfer fee of 100 lei. Unilateral termination of the contract by the member is prohibited..

The clauses provided for in Section 10 were established by mutual agreement of the parties on the grounds of and in compliance with the provisions of art. 1.203 of the Civil Code concerning the unusual clauses.

Section 11. Final provisions

1. The member agrees to receive commercial communications from the club or the club's partners by email or SMS. If the member does not want to receive this type of communication anymore, he/she can unsubscribe by sending an email to the address indicated in this preamble.
2. The member declares to have read, understood and fully agreed with all the terms of the Contract and the Internal Regulation of club "Vivertine".
3. This Contract is governed by Romanian law.
4. Any dispute concerning the interpretation or execution of this Contract will be referred for settlement to the competent courts in Iasi.

VIVERTINE CLUB