

**TERMS AND CONDITIONS FOR THE PROVISION OF SPORTS SERVICES
DEPENDING ON THE SUBSCRIPTION PLAN AND THE TYPE OF SERVICES OF
THE COMPANIES AND FACILITIES OPERATING UNDER THE TRADEMARK
"FLAIS"**

The following TERMS AND CONDITIONS FOR THE PROVISION OF SPORTS SERVICES DEPENDING ON THE SUBSCRIPTION PLAN AND THE TYPE OF SERVICES of the companies and facilities operating under the trademark "**Flais**" –"Power Ronic" Ltd., UIC 204417833 and "Next Level Fitness" Ltd., UIC 204479347 (collectively and individually referred to as "**Fitness Flais**") and operating the facilities operating under the same trademark (hereinafter referred to as the "Terms and Conditions" for brevity), apply to the following Sports Service options and subscription types:

- Monthly fitness subscription;
- Annual Group activities and Fitness
- Weekly fitness subscription;
- Weekly Subscription for Group Classes and Fitness;
- Monthly fitness subscription – "Fitness hour";
- Three-month fitness subscription;
- Annual fitness subscription;
- Annual fitness subscription in two instalments;
- Annual subscription Fitness;
- Back2School – Three-month Subscription;
- Three-month Group activities;
- Free Pass – Free Visit;
- KIDS 1 Club – a subscription for children's group activities;
- Group Class – Children's Boxing;

- Flais Body Age.

For the purposes of these Terms and Conditions:

- "**Subscription**" means the use of the Sports Services for a fixed or indefinite period of time.
- "**Sports Services**" includes, but is not limited to, the use of fitness facilities and fitness equipment therein, as well as special lounges and recreation areas with special equipment, the conduct of sports classes with qualified instructors in the form of group training sessions and other types of in-person or online sporting events.
- "**Customer**" means a user (an individual) who uses and pays for the sports services provided by Fitness Flais;
- "**Agreement on the provision of Sports Services**" means the agreement at the time of entering into these Terms and Conditions and the Sports Services Agreement depending on the subscription plan and type of services ("Agreement"). These Terms and Conditions and the Agreement must be provided to the Customer for signature in order to be binding within the meaning of Article 147a of the *Consumer Protection Act*.
- "**Remote Agreement**" shall constitute an agreement within the meaning of Article 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 remote

agreement is provided. In these cases, Fitness Flais provides the information referred to in Article 47 of the *Consumer Protection Act* to its Customers before signing a remote agreement.

- **"Fitness Flais Facilities"** means all fitness facilities and fitness equipment therein, as well as special lounges and recreation areas with special equipment and group exercise areas, operated and managed by Fitness Flais and operating under the "Flais" trademark.

I. TYPES OF SUBSCRIPTION 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 Fitness Flais Facilities. Not all types of Subscriptions and Sports Services described in these Terms and Conditions are offered by Fitness Flais 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 Fitness Flais website, in the Fitness Flais App and/or on-site at the respective Facility. The absence of a particular Subscription or Sports Service from those currently offered by Fitness Flais shall not constitute an amendment to these Terms and Conditions.

1. Monthly fitness subscription

The Monthly fitness subscription provides the Customer with the opportunity to use a type of subscription where the Customer pays a fee in advance and is entitled to an unlimited number of visits per day to the Fitness Flais Facilities, in accordance with the applicable subscription level rules, for a period of one month (*e.g. from 23.02.2024 inclusive until 00:00 on 23.03.2024*). The subscription term commences on the day the fee is paid or on a date expressly specified by the Customer and ends at 00:00 on the relevant day of the month (**if that month does not have a corresponding number, the term expires on the last day thereof*) following the month in which the subscription commenced. Upon expiry of the one-month period, the subscription shall terminate.

This type of subscription does not entitle the Customer to attend group classes, unless explicitly concluded for the Premium Fitness Flais Millennium club.

Monthly subscriptions can be concluded at any of the Fitness Flais Facilities, by signing a Sports Service Agreement, and also online on the website <https://www.flaisfitness.bg> and via the Fitness Flais App - under the terms of a Remote Agreement.

2. Annual Subscription for Group Classes and Fitness

The Annual Subscription for Group Classes and Fitness provides the Customer with the opportunity to use a subscription type for a fixed period of one year upon payment of equal monthly instalments, due by the end of the period, in accordance with the applicable subscription level rules and the Company's price list.

The Customer is entitled to:

- an unlimited number of daily visits to all Facilities of Fitness Flais, regardless of the

Facility level, with the exception of the Premium Fitness Flais Millennium facility;

- one (1) visit per day to group classes at all Facilities of Fitness Flais where such classes are offered, with the exception of the Premium Fitness Flais Millennium facility.

The Annual Subscription for Group Classes and Fitness may be concluded at any Facility of Fitness Flais where it is available, through signing a Contract for the Provision of Sports Services, as well as online at <https://www.flaisfitness.bg> and via the Fitness Flais App, under the terms of a Distance Contract.

The term of the Subscription shall be twelve months and shall commence on the first day of the calendar month following the month in which the Subscription is activated, regardless of the date of its activation, and shall end at 00:00 on the last day of the twelfth month..

Depending on the Subscription activation date, the fee for the first month is due as follows:

- If the Subscription does not start on the first day of the calendar month (e.g., February 12), a proportional part of the monthly fee shall be due for the remaining days until the end of that month, calculated based on the number of days remaining and the total number of days in the month. The fee for each subsequent month is due in full.
- If the Subscription starts on the first day of the calendar month, the full monthly fee is due in accordance with the Fitness Flais price list and the rules for subscription levels.

Upon the first payment, the Customer shall also pay a deposit equal to one monthly subscription fee. The deposit may be applied to cover the last due monthly subscription fee, provided that the Subscription has not been terminated early. Fitness Flais has the right to retain the deposit under the terms set out in these rules.

The monthly subscription fee is paid in advance, on the 1st day of the month to which it relates. If payment is not made on time, access to the service is maintained until the 3rd day of the month, regardless of the unpaid fee. If payment is not received by the 4th day, access to the service is automatically suspended until the due amount is paid. If the fee is not paid by the end of the same calendar month, the Subscription is automatically terminated as of the 1st day of the following month, and the deposit shall be retained as a penalty for non-fulfillment of the Customer's obligations.

The 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. Freezing cannot be applied for periods other than full calendar months.

Requests for suspension ("freeze") must be sent to the respective Fitness Flais via email (see Section IV, item 3), by registered mail to the correspondence address of the respective Facility, or submitted in person at the reception of the selected Fitness Flais Facility in explicit written form, no later than the 20th day of the monthly subscription period preceding the month for which the suspension ("freeze") is requested.

If the Subscription is suspended ("frozen"), its duration is extended by the period of suspension (e.g., if two suspensions are used, the Subscription term will be extended by two months).

During the suspension ("freeze") period, the Customer is not entitled to use the services, and no subscription fee is charged.

Customers who purchased the subscription between September 10, 2025, and November 10, 2025, and complied with its terms, shall receive one (1) month of free access to the service immediately after the end of the period, after which the subscription shall terminate.

The subscription is not applicable to the Premium Fitness Flais Millennium facility and does not grant access to it.

**The new clarification regarding the commencement of the Subscription term shall apply to Subscriptions concluded after 01 September 2026. Agreements concluded before this date shall be performed under the terms and conditions in force at the time of their conclusion.*

3. Weekly fitness subscription

The Weekly fitness subscription provides the Customer with the opportunity to use a type of subscription whereby the Customer pays a fee in advance and is entitled to an unlimited number of visits per day to the Fitness Flais Facilities, in accordance with the applicable subscription level rules, for a period of 7 / seven days/ (e.g. from 23.03.2024 inclusive until 00:00 on 30.03.2024). The subscription period shall commence on the day of payment of the fee or on a date expressly specified by the Customer and shall end at 00:00 on the seventh day after commencement. Upon expiration of the seven-day period, the subscription shall terminate.

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

The weekly fitness subscription can be concluded at any of the Fitness Flais Facilities, by signing the Sports Services Agreement, and also online on the website <https://www.flaisfitness.bg> and via the Fitness Flais App - under the terms of the Remote Agreement.

4. Monthly fitness subscription - "Fitness hour"

The Monthly fitness subscription - "Fitness hour" provides the Customer with the opportunity to use a type of subscription, whereby the Customer pays a fee in advance and is entitled to an unlimited number of visits per day in the time range from 09:00 to 16:00 at the Fitness Flais Facilities, in accordance with the applicable subscription level rules, for a period of one month (e.g. from 23.02.2024 inclusive until 00:00 on 23.03.2024). The subscription term commences on the day the fee is paid or on a date expressly specified by the Customer and ends at 00:00 on the relevant day of the month (*if that month does not have a corresponding number, the term expires on the last day of that month) following the month in which the subscription commenced. Upon expiry of the one-month period, the subscription shall terminate.

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

The monthly fitness subscription - "Fitness hour" can be concluded at any of the Fitness Flais Facilities where it is offered, by signing the Sports Service Agreement, and also online on the website <https://www.flaisfitness.bg> and via the Fitness Flais App - under the terms of the Remote Agreement.

The subscription is not applicable to the Premium Fitness Flais Millennium facility and does not grant access to it.

5. Three-month fitness subscription

The Three-month fitness subscription provides the Customer with the opportunity to use a type of subscription whereby the Customer pays a fee in advance and is entitled to an unlimited number of visits per day to the Fitness Flais Facilities, subject to the applicable subscription level rules, for a period of three months (*e.g. from 23.02.2024 inclusive until 00:00 on 23.05.2024*). The subscription term shall commence on the day the fee is paid or on a date expressly specified by the Customer and shall end at 00:00 on the relevant day of the third month (**if that month does not have a relevant date, the term shall end on the last day of that month*). Upon expiration of the three-month period, the subscription shall terminate.

This type of subscription does not grant the right to attend group classes.

The three-month subscription can be concluded at any of the Fitness Flais Facilities where it is offered, by signing the Sports Services Agreement and also online on the website <https://www.flaisfitness.bg> and via the Fitness Flais App - under the terms of the Remote Agreement.

The subscription is not applicable to the Premium Fitness Flais Millennium facility and does not grant access to it.

6. Annual fitness subscription

An Annual fitness subscription provides the Customer with the opportunity to use a type of subscription whereby the Customer pays a fee in advance and is entitled to an unlimited number of visits per day to the Fitness Flais Facilities, subject to the applicable subscription level rules, for a period of one year (*e.g. from 23.02.2024 to 23.02.2025*). The subscription term commences on the day the fee is paid, or on a date expressly specified by the Customer, and ends at 00:00 on the relevant day of the twelfth month (**if that month does not have a relevant date, the term expires on the last day of that month*). Upon expiration of the one-year period, the subscription shall terminate.

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

An annual fitness subscription can be concluded at any of the Fitness Flais Facilities where it is offered, by signing the Sports Services Agreement, and also online on the website <https://www.flaisfitness.bg> and via the Fitness Flais App - under the terms of the Remote Agreement.

7. Annual fitness subscription in two instalments

An Annual fitness subscription in two instalments provides the Customer with the opportunity to use a type of subscription that entitles the Customer to an unlimited number of visits to the Fitness Flais Facilities, subject to the applicable subscription level rules, for a period of one year (*e.g. from 23.02.2024 to 23.02.2025*). Payment of the fee for this subscription shall be made in two instalments as follows:

- First instalment, according to the price list of the Fitness Flais Facilities, on the day of subscription conclusion;
- The second instalment, in accordance with the price list of the Fitness Flais Facilities, by the end of the third month of the subscription as calculated from the start date.

The subscription term commences on the day the initial instalment is paid or on a date expressly

specified by the Customer and ends at 00:00 on the relevant day of the twelfth month (**if that month does not have a relevant date, the term expires on its last day*). In the event that the Customer pays only the First Instalment but not the Second Instalment, the subscription shall end at 00:00 on the relevant day of the third month (**if that month does not have a corresponding number, the term expires on its last day*) from its start date. At the end of the one-year period, unless otherwise specified, the subscription shall terminate.

Failure to pay the second instalment by the due date shall result in automatic termination of the subscription and the Customer shall **not** be liable for any additional charges.

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

An annual fitness subscription in two instalments can be concluded at any of the Fitness Flais Facilities where it is offered, by signing a Sports Service Agreement, and also online on the website <https://www.flaisfitness.bg> and via the Fitness Flais App - under the terms of a Remote Agreement.

8. Annual fitness subscription in equal monthly instalments

Annual fitness subscription in equal monthly instalments provides the Customer with the option of using a subscription type for a fixed period of one year on payment of equal monthly instalments payable until the end of the period in accordance with the applicable subscription level rules and price list.

The subscription does not entitle the Customer to attend group classes, unless explicitly concluded for the Premium Fitness Flais Millennium club.

**(Previous provision) The subscription is provided in two different levels, with each level defining the scope of the Customer's access to the Fitness Flais Facilities as follows:*

- **Level 1** - provide access to Fitness Flais Level One, Two Facilities in accordance with Section III;
- **Level 2** - provide access to Fitness Flais Level Three and Level Four Facilities in accordance with Section III.

The subscription is provided in three different levels, with each level defining the scope of the Customer's access to the Fitness Flais Facilities as follows:

- **Level 1** - provide access to Fitness Flais Level One, Two and Three Facilities in accordance with Section III;
- **Level 2** - provide access to Fitness Flais Level Three Facilities in accordance with Section III.
- **Level 3** - provide access to the Premium Fitness Flais Millennium facility.

Annual fitness subscription in equal monthly instalments can be concluded at any of the Fitness Flais Facilities where it is offered, by signing a Sports Service Agreement, and also online on the website <https://www.flaisfitness.bg> and via the Fitness Flais App - under the terms of a Remote Agreement.

The term of the Subscription shall be twelve months and shall commence on the first day of the calendar month following the month in which the Subscription is activated, regardless of the date of its activation, and shall end at 00:00 on the last day of the twelfth month..

Depending on the Subscription activation date, the first month's fee is payable as follows:

- In case the Subscription does not start on the first day of the calendar month (*e.g. on 12.02.*), a proportional part of the monthly fee is due for the first month, calculated according to the number of days remaining until the end of the respective month and the total number of days in it. The fee for each subsequent month is payable in full;
- When the Subscription begins on the first of the calendar month, the full fee is due according to the Fitness Flais price list and subscription level rules.

The Customer shall pay a deposit of one monthly subscription fee along with the first payment. The deposit may be used to cover the last monthly subscription fee due, provided the Subscription has not been terminated prematurely. Fitness Flais has the right to retain the deposit under the terms of these Terms and Conditions.

The monthly subscription fee is payable in advance on the 1st day of the month to which it relates. If payment is not made by the due date, access to the service will be continued up to and including the 3rd day of the month, regardless of the unpaid fee. If payment has not been received by the 4th day inclusive, access to the service will be automatically suspended until the amount due is paid. In the event that the fee is not paid by the end of the same calendar month, the Subscription shall be automatically terminated as of the 1st day of the following month and the deposit paid shall be withheld as a penalty for the Customer's default.

The 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 periods different from the first to the last day of the month.

The request for suspension (*freeze*) must be sent to the relevant Fitness Flais Facility by email (see Section IV, item 3), by registered post to the correspondence address of the relevant Fitness Flais, or deposited at the reception desk of a selected Fitness Flais in writing, and must be sent/deposited no later than the 20th day of the monthly subscription period preceding the monthly period for which the suspension (*freeze*) is requested.

In the event that the Subscription is suspended (*frozen*), its duration will be extended by the freeze period (*e.g. if two "freezes" are used, the duration of the Subscription will be extended by two months.*)

During the period of suspension (*freeze*) of the Subscription, the Customer shall not be entitled to use the Services and no subscription fee shall be payable.

**The change in access levels applies to all subscription agreements concluded after 12 November 2025. Agreements concluded before this date shall be performed under the terms and conditions in force at the time of their conclusion.*

***The new clarification regarding the commencement of the Subscription term shall apply to Subscriptions concluded after 01 September 2026. Agreements concluded before this date shall be performed under the terms and conditions in force at the time of their conclusion.*

9. 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 a fee in advance and is entitled to an unlimited number of visits per day to the Fitness Flais Facilities, in accordance with the applicable subscription level rules, as well as 1 (one) visit per day to group classes at all Fitness Flais Facilities where such classes are offered, for a period of 7 (seven) days (e.g. from 23.03.2024 inclusive until 00:00 on 30.03.2024). The subscription term shall commence on the day the fee is paid or on a date expressly specified by the Customer and shall end at 00:00 on the seventh day after commencement. Upon expiration of the seven-day period, the subscription shall terminate.

The Weekly Subscription for Group Classes and Fitness may be concluded at any of the Fitness Flais Facilities where it is offered, by signing a Sports Services Agreement, and also online on the Fitness Flais website and via the Fitness Flais App, under the terms of a Remote Agreement.

10. Back2School – Three-monthSubscription

The Back2School – Monthly Subscription for fitness provides the Customer with the opportunity to use a subscription type whereby the fee is prepaid and the Customer is entitled to an unlimited number of daily visits at a Facility of Fitness Flais, designated upon purchase of the subscription, in accordance with the applicable subscription level rules, during the hours of 09:00 a.m. to 04:00 p.m.

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 is 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 Subscription activation date, the fee for the first month shall be payable as follows:

- In case 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 according to the number of days remaining until the end of the respective month and the total number of days in it. This period shall not be included in the three-month term of the Subscription and shall not be considered part thereof. The fee for each subsequent month shall be payable in full;
- When the Subscription commences on the first day of the calendar month, the full fee shall be due in accordance with the Fitness Flais price list and the applicable subscription level rules.

The Customer shall pay a deposit of ten euros along with the first payment. The deposit may be applied towards the last monthly subscription fee due, provided that the Subscription has not been terminated prematurely. Fitness Flais has the right to retain the deposit under the terms of these Terms and Conditions.

The monthly subscription fee shall be payable in advance on the 1st day of the month to which it relates. If payment is not made by the due date, access to the service shall be maintained up to and including the 3rd day of the month, regardless of the unpaid fee. If payment has not been received by the 4th day inclusive, access to the service shall be automatically suspended until the amount due is paid. In the event that the fee is not paid by the end of the same calendar month, the Subscription shall be automatically terminated as of the 1st day of the following month, and the deposit paid shall be retained as a penalty for the Customer's failure to fulfil

their obligations.

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

The Subscription may be concluded at any Facility of Fitness Flais where it is offered, through signing a Contract for the Provision of Sports Services, as well as online at <https://www.flaisfitness.bg> and via the Fitness Flais App, under the terms of a Distance Contract.

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

The subscription is not applicable to the Premium Fitness Flais Millennium facility and does not grant access to it.

11. Three-month Group activities

The Three-month Subscription for Group Activities provides the Customer with the opportunity to use a type of subscription for group classes whereby the Customer prepays a fee and is entitled to one (1) visit per day to the group classes held at the Fitness Flais Facilities, in accordance with the applicable conditions for this subscription type, for a period of three (3) months (e.g. from 23.02.2024 inclusive until 00:00 on 23.05.2024). The subscription term shall commence on the day the fee is paid or on a date expressly indicated by the Customer and shall end at 00:00 on the corresponding day of the third month (*if such date does not exist in the third month, the term shall expire on the last day of that month). Upon expiration of the three-month period, the subscription shall terminate automatically. This type of subscription entitles its holder to attend one selected group class per day at any of the Fitness Flais Facilities where such classes are offered.

This type of subscription does not grant access to the fitness area or to any other services different from group activities, unless explicitly concluded for the Premium Fitness Flais Millennium club.

This type of subscription does not provide access to group classes intended for persons under 14 /fourteen/ years of age, including but not limited to Ballet, Children's Boxing, and Children's Yoga.

The Three-month Subscription for Group Activities cannot be suspended ("frozen").

The Three-month Subscription for Group Activities may be concluded at any of the Fitness Flais Facilities where it is offered, by signing a Sports Services Agreement, as well as online at <https://www.flaisfitness.bg> or through the Fitness Flais App, under the terms of a Remote Agreement.

12. Free Pass – Free Visit

Free Pass – Free Visit constitutes a Sports Service provided by Fitness Flais under the terms of these Terms and Conditions, which entitles the Customer to a single visit to a Fitness Flais Facility selected by the Customer for the use of fitness services 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 on-site at the selected Fitness Flais Facility, as well as online via the Fitness Flais website and/or through the Fitness Flais App, where such functionality is available.

The Free Pass may be used at all Fitness Flais Facilities, including the Premium Fitness Flais Millennium facility. The Free Pass shall be activated for a specific Fitness Flais 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 seven-day period, the Free Pass shall be considered exhausted and may not be used again. The service provides access to fitness services or a group class at the respective Facility. 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.

Where an SPA area is available at the selected Facility, the Free Pass shall also provide access to the respective SPA area as part of the single visit, subject to the applicable rules and conditions for its use.

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 Fitness Flais or to Customers who have not used Sports Services at Fitness Flais 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 Fitness Flais 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 Fitness Flais.

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.

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 both non-contact 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 six (6) visits to children’s group activities within one month (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 a Fitness Flais facility selected in advance at the time of purchase. The Client shall not have the right to transfer unused visits to the following month.

This subscription provides access to all children’s group activities included in the subscription,

as their type may be subject to change. Detailed information about the types of activities included in the subscription and the Flais chain facilities in which each of them is offered can be found on the Fitness Flais website or in the application. Access to a respective activity included in the subscription shall be carried out subject to availability and in accordance with the approved schedule of the respective facility where it is offered.

Access to children's group activities may be obtained through the purchase of this subscription or through a valid Multisport Kids card/program under the terms determined by the service provider.

Within 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 Fitness Flais for each facility and shall be published on the Fitness Flais website, in the mobile application "Fitness Flais 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 be applied in 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 respective activity.

Visits shall be carried out in accordance with the approved schedule and, where applicable, upon prior notification to Fitness Flais of the intention to attend. Fitness Flais reserves the right to refuse participation in a specific activity in case of non-compliance with the age requirements, lack of available capacity, or objective reasons related to the safety of the children.

The Client is informed and accepts that part of the children's group activities, including contact and combat sports, by their nature may carry a risk to the health condition of the participants, arising from the nature of the activity, the physical load and the interaction between participants.

Additional information regarding the nature of the specific activities, possible risks and participation requirements may be obtained from the Fitness Flais website, the Fitness Flais mobile application, 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.

Fitness Flais reserves the right to:

- change the types of children's group activities offered at a given facility;
- introduce or remove specific activities;
- amend the schedule and the distribution by age groups,

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 Fitness Flais facility where it is offered, as well as online via the website or through the mobile application "Fitness Flais App", under the terms of

a distance contract.

The subscription is not applicable to the Premium Fitness Flais Millennium facility and does not grant access to it.

14. Group Class – Children’s Boxing

Children’s Boxing is a group class intended for children from 8 /eight/ to 13 /thirteen/ years old.

Boxing classes are held only at designated Fitness Flais Facilities, on a pre-approved schedule and divided into age groups as follows:

- Group I – children between 8 /eight/ and 10 /ten/ years old, inclusive;
- Group II – children between 11 /eleven/ and 13 /thirteen/ years old, inclusive.

Group Class – Children’s Boxing shall grant the Customer, for whose benefit the subscription is concluded, the right to **12 /twelve/ visits** to boxing classes for children within one month (e.g. from 23.02.2024 to 23.03.2024), in accordance with the approved schedule, upon prior payment of the relevant fee. The Customer is not allowed to carry over any unused visits to the following month. Fitness Flais must be notified in advance of the day on which the visit will take place and of the age group to which the child belongs. The subscription period commences on the day the fee is paid or on a date expressly stated by the Customer and ends at 00:00 on the corresponding day of the month (*if that month does not have a corresponding number, the period expires on its last day) following the month in which the subscription commenced. Upon expiry of the one-month period, the subscription shall terminate.

This type of subscription does not provide the opportunity to attend other group classes.

A Group Class – Children’s Boxing subscription can be concluded at any of the Fitness Flais Facilities where it is offered.

The subscription is not applicable to the Premium Fitness Flais Millennium facility and does not grant access to it.

15. Flais Body Age

Flais Body Age is an additional service offered by **Fitness Flais** which is not included in the membership plans and is provided against a one-time fee in accordance with the price list of Fitness Flais.

The service includes a holistic assessment of the Customer’s physical condition performed through the innovative device “**Technogym Checkup**”, equipped with integrated artificial intelligence, which conducts detailed measurements of various 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.

Flais Body Age is available only at Fitness Flais facilities where the required equipment is installed. Up-to-date information regarding the availability and accessibility of the service is published on the Fitness Flais website.

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.

Fitness Flais 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.

II. SUBSCRIPTION CONCLUSION AND TERMINATION CONDITIONS.

1. The subscription and the rights related to it apply only to the Customer who has concluded a Sports Service Agreement or a Remote Agreement and cannot be transferred to third parties.
2. No persons under the age of 10 /ten/ years are allowed in the Facilities. An exception to the previous sentence is only permitted when the person is a participant in a group class specifically designed for younger children.
3. Access to Fitness Flais Facilities is not permitted for persons between 10 /ten/ and 13 /thirteen/ years of age inclusive. An exception to the foregoing shall apply only when the person is training with a qualified fitness instructor or is participating in a group class specifically designed for their age group.
4. Persons between 14 /fourteen/ and 17 /seventeen/ years of age inclusive may independently conclude Service Provision Agreements and Remote Agreements for the available subscriptions, except for the following: Annual Group activities and Fitness; Three-month fitness subscription; Three-month Group activities; Annual fitness subscription; Annual fitness subscription in two instalments; Annual subscription Fitness – for which a written parental/guardian consent declaration is required. The declaration form can be obtained from reception at the Fitness Flais Facilities.
5. As an exception to the general age requirements and in consideration of the specific status of the Premium Fitness Flais Millennium facility, access for persons under the age of 18 is permitted only with the constant presence of an adult companion (parent or guardian) who must hold a valid subscription or an active access card (e.g., MultiSport) for the facility. The companion is required to accompany the minor throughout the entire training process in the gym areas, assuming full responsibility for the minor's conduct and safety, as well as for compliance with the rules of the facility and Grand Hotel Millennium. Independent stay or training by persons under the age of 18 in the facility is strictly prohibited, regardless of the type of subscription purchased or the submission of a written declaration of consent from a parent/guardian.
6. An Agreement for the provision of Sports Services may be concluded on site at any Fitness Flais location by signing a written agreement describing the specific terms of the selected subscription/sports service.
7. Fitness Flais provides various Sports Services tailored to the specifics, features and capabilities of each individual Facility. Certain Sports Services (*e.g. group classes, ballet, etc.*)

may not be available at individual Facilities. A subscription/sport service specifically selected by a Customer may only be concluded at the Fitness Flais Facilities where the said subscription/sport service is offered.

8. Fitness Flais reserves the right to provide the technical and software capability to enter into an Agreement for the provision of Sports Services via its website or its Fitness Flais App mobile application, subject to the terms of a Remote Agreement. A Remote Agreement may be entered into by selecting the specific Fitness Flais Facility and subscription, and paying for the selected subscription using Fitness Flais's website or mobile app. When signing a Remote Agreement via the website or mobile app, to finalize the process and conclude the Agreement, the Customer signs the Agreement by clicking a button to confirm the subscription. This action is considered as signing the Agreement. Depending on the specific Fitness Flais Facility selected, the Customer enters into an Agreement with one of the companies operating under the "**Flais**" trademark - "Power Ronic" Ltd., UIC 204417833 and "Next Level Fitness" Ltd., UIC 204479347. Section IV, paragraph 3 of these Terms and Conditions sets out the specific Fitness Flais Facilities and their respective companies.
9. Natural person is a consumer within the meaning of the Consumer Protection Act and has the right, without compensation or penalty and without stating a reason, to withdraw from the electronically concluded Remote Agreement within 14 /fourteen/ days from the conclusion of the agreement. The cancellation shall be made by sending an unequivocal notification to the relevant e-mail address indicated below in Section IV, paragraph 3 or to the following address in writing - Sofia, 35 Simeonovsko shose blvd., 3rd floor.
10. Where a Customer - a natural person, a consumer within the meaning of the Consumer Protection Act, who has entered into an Agreement for the provision of Sports Services by electronic means (Remote Agreement), exercises his/her right of withdrawal after having made a request for the provision of the Sports Services before the expiry of the withdrawal period from the Sports Services Agreement, he/she shall owe the proportionate amount of what has actually been provided to him/her up to the time of withdrawal.
11. Each of the offered subscriptions is pre-paid for the selected period and is valid until the expiry of the subscription period. In the event that the Customer does not take advantage of the Services, the subscription shall not be terminated - it shall be valid for the entire period paid for and no refund shall be made to the Customer. The exceptions to the preceding sentence are the "**Annual Fitness Subscription in Two Instalments**" subscription and "**Annual Fitness Subscription in equal monthly installments**".
12. The Customer shall have the option to subscribe at any time during the month in question, with the subscription period commencing on the date of conclusion of the contract and the corresponding payment of the subscription or on a date expressly indicated by the Customer.
13. A Subscription may not be terminated prematurely by the Customer, except in the case of the "**Annual Fitness Subscription in Equal Monthly Instalments**", and in the event of such premature termination, Fitness Flais reserves the right to retain the deposit paid under the Subscription. The Sports Services Agreement or the Remote Agreement may be terminated with immediate effect by the company with which the Customer has concluded it in the event of a material breach by the Customer of the Sports Services Agreement, these Terms and Conditions and/or the rules governing the use of the Sports Services and the use of the customer area, as well as any instructions given by Fitness Flais or its employees in connection with the safety, order and normal operation of the Facility.

For the purposes of this item, a material breach shall include: a breach by the Customer of

item 14 of the Fitness 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 19.4 of the Fitness Club Rules (creating situations in which the safety of other persons exercising is endangered); the occurrence of the circumstances set out in item 15 of the Fitness 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. Upon termination of the Agreement due to a material breach by the Customer, Fitness Flais shall have the right to immediately suspend the Customer's access to the Facilities and the Sports Services, effective from the moment the Customer is notified of the termination, without the need for prior warning or for granting a period to remedy the breach where, having regard to the nature of the breach, granting such a period would be incompatible with the need to protect the health, safety, tranquillity or normal operation of the Facility. Where the Agreement is terminated due to a culpable material breach by the Customer, Fitness Flais shall have the right to retain the amounts paid in advance up to that point, insofar as this corresponds to the services actually provided, the consequences of the non-performance and the applicable legislation.

- 14.** Upon termination of the Sports Services Agreement or the Remote Agreement due to a material breach by the Customer, Fitness Flais 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 Fitness Flais 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 set out 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 13 and 14 shall affect only Customers who have concluded an agreement/service agreement after their entry into force.

- 15.** Customer has the right to make a reclamation of a service when it does not comply with the Sports Service Agreement and/or Remote Agreement:

15.1. In the event of a reclamation, the consumer may claim for the service to be brought into conformity with the agreement, for a reduction in the price or for cancellation of the agreement and refund of the amount paid.

15.2. When submitting a reclamation, the consumer shall indicate the subject of the reclamation, his preferred method of satisfying the reclamation, respectively the amount claimed, and a contact address.

15.3. When submitting a reclamation, the consumer must also attach the documents on which the reclamation is based:

- receipt or invoice;
 - protocols, acts or other documents establishing the non-compliance of the service with the agreed;
 - other documents establishing the basis and amount of the claim.
- 15.4. Fitness Flais shall prepare an opinion and response to the reclamation within 30 days of its submission.
- 15.5. When Fitness Flais has satisfied the reclamation, it shall issue a certificate to that effect, which shall be drawn up in duplicate, and shall provide one copy to the consumer.
16. Each purchased Subscription, regardless of the way it is concluded - on-site or online, will be verified at the first visit of the customer in order to establish the identity of the Customer. For this purpose, Fitness Flais 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 Fitness Flais 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.
17. The Customer and Fitness Flais agree, pursuant to Article 13, paragraph 4 of the Electronic Document and Electronic Certification Services Act, that the legal effect of an ordinary electronic signature is equivalent to that of the Customer's handwritten signature.

III. SUBSCRIPTION LEVELS. SUBSCRIPTION FEE, PAYMENT TERMS.

1. The price and the level of the fitness subscription shall be determined by the location and the level of equipment of the specific Fitness Flais Facility for which/at which it is concluded.
2. **Exclusive level** - Premium Fitness Flais Millennium. This facility operates as an independent level in view of its specific location, architectural context, designer environment, high-tech equipment, personalized experience, high security and discretion requirements, and optimized capacity.
 - 2.1. A subscription purchased for Premium Fitness Flais Millennium grants access to this facility only.
 - 2.2. At the Premium Fitness Flais Millennium facility, access for persons under the age of 18 is permitted only with the constant presence of an adult companion (parent or guardian) who must hold a valid subscription or an active access card (e.g., MultiSport) for the facility. The companion assumes full responsibility for the minor's conduct and compliance with the rules of the facility and Grand Hotel Millennium. Independent access for persons under the age of 18 is strictly prohibited, regardless of the type of subscription held or the submission of a written declaration of consent from a parent/guardian.
 - 2.3. Only the following subscriptions are available for purchase for the Exclusive Level:
 -
 - **Weekly fitness subscription;**
 -
 - **Three-month subscription for group classes;**
 - **Annual fitness subscription in equal monthly installments;**
 - **Annual fitness subscription;**
 - **Annual fitness subscription in two installments.**

- 2.4. A specific condition applicable solely to the Premium Fitness Flais Millennium facility is that the Monthly fitness subscription and the Annual fitness subscription in equal monthly installments, as per the preceding point, include in their price 1 (one) group class per day, which constitutes an exception to the general rules for these types of subscriptions in the other facilities of the chain.
 - 2.5. A specific condition applicable solely to the Premium Fitness Flais Millennium facility is that the Three-month subscription for group classes, as per point 2.3 of Section III, includes fitness access in its price, which constitutes an exception to the general rules for this type of subscription in the other facilities of the chain.
 - 2.6. For the subscriptions listed in point 2.3 of Section III, the general terms and conditions for the respective type of subscription according to Section I (regarding terms, payments, deposits, and freezing) shall apply, insofar as they do not conflict with the specific rules for the Premium Fitness Flais Millennium facility.
3. **First level** - Premium Fitness Flais Alera and Premium Fitness Flais Central Park.

A subscription purchased at the Premium Fitness Flais Alera or Premium Fitness Flais Central Park gives access to them, as well as to Fitness Flais Facilities from Second Level and Third Level.

A subscription purchased for First Level facilities does not grant access to Fitness Flais Facilities from the Exclusive Level.
4. **Second level** - Premium Fitness Flais Amaya, Premium Fitness Flais Hadzhi Dimitar, Premium Fitness Flais Nadezhda, Premium Fitness Flais Sky City.

A subscription purchased at a Second Level facility grants access to those facilities and to the Third Level Fitness Flais facilities.

A subscription purchased at Second Level locations does not grant access to Fitness Flais Facilities from First Level and Exclusive Level.
5. **Third level** - Premium Fitness Flais Veslets, Premium Fitness Flais Krasna Polyana, Fitness Flais Strelbishte, Fitness Flais Knyazhevo, Fitness Flais Mladost 4, Premium Fitness Flais Mladost 1, Fitness Flais Manastirski Livadi.

A subscription purchased at Third Level facilities grants access to them only and does not grant access to Fitness Flais Facilities from First Level, Second Level or the Exclusive Level.
6. For the Sports Services provided, the Customer shall pay a fee to Fitness Flais in the amount set out in the price list of the Fitness Flais Facility (the "**Subscription Fee**").
7. The subscription fee for the period selected by the Customer shall be paid upon conclusion of the Sports Service Agreement or the Remote Agreement, respectively.
8. The subscription fee is payable once and covers the entire period of the subscription chosen by the Customer, unless otherwise specified (e.g. "*Annual fitness subscription in two instalments*" and "*Annual fitness subscription in equal monthly installments*").
9. Subscription fees may be paid in cash or by bank transfer, at the Fitness Flais Facilities or online, by debit card, credit card or other method expressly specified by Fitness Flais.
10. Fitness Flais reserves the right to change its price list. The price change does not affect any Subscriptions already purchased and the old prices will continue to apply until the expiry date of the relevant Subscription. The changed price only applies to Contracts signed after the price list change. In the event of a change in taxes or fees imposed by law or regulation, Fitness Flais shall be entitled to apply the statutory tax rate automatically to the final prices set out in the current Price List and in the current Service Agreements entered into with Customers.
11. Fitness Flais also reserves the right to index the prices of the Services, at the beginning of

each calendar year, using the annual average consumer price index published by the National Statistics Institute for the previous calendar year. This increase shall be applicable to all subscription fees from the day the increase is posted by Fitness Flais on the official website or otherwise appropriately on the Fitness Flais Facilities.

IV. OTHER CONDITIONS.

1. These Terms and Conditions are published on the website of Fitness Flais: <https://www.flaisfitness.bg/pravila/>.
2. All matters not covered by these Terms and Conditions shall be governed by the applicable provisions of law.
3. All communications between Fitness Flais and a Customer in connection with a Sports Services Agreement or a Remote Agreement shall be made in writing to the specified correspondence addresses. The written form shall be deemed to have been complied with in the case of communication duly exchanged by the use of electronic mail (email) again at the email addresses specified in the agreements and these Terms and Conditions. If Fitness Flais or a Customer changes the specified correspondence addresses and email addresses without notifying the other party, the latter shall not be liable for any unreceived communications, subpoenas or the like.

Contacts for communication, as well as for complaints/ signals regarding the quality of services provided or deficiencies, with the companies operating under the trademark "**Flais**" - Fitness Flais:

Address for correspondence: Sofia 1700, 35 Simeonovsko shose blvd., 3rd floor

E-mail address for correspondence, depending on the company operating under the trademark "Flais", with which you have a legal relationship and have concluded an Agreement for the provision of Sports Services or a Remote Agreement:

- powerronick@flaisfitness.bg - "**Power Ronic**" Ltd., UIC 204417833, in connection with the Premium Fitness Flais Amaya, Premium Fitness Flais Mladost 1, Fitness Flais Strelbishte; Premium Fitness Flais Millennium, Fitness Flais Mladost 4; Premium Fitness Flais Sky City; Premium Fitness Flais Veslets; Premium Fitness Flais Hadzhi Dimitar;
 - info@flaisfitness.bg - "**Next Level Fitness**" Ltd., UIC 204479347, in connection with the Premium Fitness Flais Nadezhda, Premium Fitness Flais Krasna Polyana, Fitness Flais Knyazhevo, Fitness Flais Manastirski Livadi, Premium Fitness Flais Central Park.
4. Fitness Flais reserves the right to update and change these Terms and Conditions periodically and shall notify the Customers.
 5. The invalidity of any provision of these Terms and Conditions shall not invalidate these Terms and Conditions in their entirety.

In force from (03.12.2024), last actualization: (01.09.2026)