



**Thank you for choosing Prime!**

**I would like to thank you for choosing to train at Prime. I hope that you will get what you wanted from the membership and that you at the same time enjoy the facilities, equipment and any help from my side.**

**To change PIN on tag:**

- 1) Press \***
- 2) Insert tag against card reader**
- 3) Enter the current 4-digit code (Default 0000)**
- 4) Enter the desired 4-digit code twice**
- 5) Press #**

**As soon as you receive this letter you should send a face photo to david@primefitness.se alt. + 4673-8433786 so that it does not take long before your membership can be activated.**

**Mr David Nilsson / Prime Fitness Studio**

## Primary care rules:

- Be sure to follow Prime Fitness Studios terms and conditions.
- You enter the gym from 0500 every day and can stay in the premises until 0000, with the last admission in the front door at 2245. The music is available automatically at 05.00 and 23.40. When entering via the front door to the street at locked gate, be sure to move in front of the motion sensor when you have registered your tag against the card reader, the green LED lights up when the tag is registered. Note that the motion sensors are very close to the door. Note that additional costs can be invoiced for triggered alarms.
- Emergency space is located against the loading bay, which is located at the rear towards the large parking lot. There are also fire extinguishers, fire blankets and first aid. The door is locked and alarmed, so if something happens, this door can be used as a panic alarm if it is opened. The alarm goes on by phone.
- Not to let people who cannot display tags that generate "green diode" on the card reader at the gate into the premises, is the exception if the person locked himself out with the tag inside the gym. In case of uncertainty contact me at 073-8433786 alt. david@primefitness.se.
- Always going to the gym one by one. Wait until the ports are closed before registering your tag and entering the gym. The tag should be moved towards the upper right corner of the card reader.
- Make sure to return the weight plates and other equipment when you are finished with it. Also show when you are finished in a machine by putting back the "weight fork", which is determined by the resistance at the top. If you occupy several stations simultaneously, keep in mind that others have the right to use these when you are not currently using them.
- Coffee and tea are inside the kitchenette and cups up on the windowsill.
- Solarium has Drop in. For use of a solarium, extended authorization is required. This can be done at primefitness.se and at the reception staffed time. 5 minutes / token and the solarium starts automatically after about 4:45 minutes. Note that the red button in the waist height in the solarium must be depressed in order for the solarium to start. As of 2018-09-01 18-year limit applies according to legislation for tanning beds.
- If there is fruit in the bowl, just take care of it. The bowl is filled in about 2 weeks / week.
- You get your tag for free the first time you buy membership, but if you lose it or accidentally break it, it costs 100kr to get a new one. Should this happen after all, this should be notified to me at 073-8433786 alt. david@primefitness.se. The tag can then be canceled and you will be charged 100kr for a new tag. You may not enter the premises without your personal membership tag, the exception is if this is notified and approved by me on 073-8433786 alt. david@primefitness.se.

## **1. General**

Prime Fitness Studio conducts a training facility where its members and guests are free to use the training equipment available at Prime Fitness Studios premises during Prime Fitness Studios opening hours.

The provisions below apply to Prime Fitness Studios, all members 'and guests' dealings. The provisions will continue to be collectively referred to as the Agreement. Only payers can enter into agreements, however, services and products may apply to third parties.

## **2. Agreement time**

The agreement applies for the contract period for which the parties have agreed. Currently, the following periods apply; 1, 3 and 12 months for autogiro membership. However, another period of time may be specifically agreed upon if there are considerate reasons. There are currently two types of agreement depending on the form of payment. Cash agreements and so-called direct debit agreement, see further below. Cash agreements automatically terminate at the end of the contract, unless early termination according to item 17 takes place. Autogiro agreements are terminated by termination in accordance with paragraph 17 below. If the direct debit agreement is not terminated in accordance with item 17 below, the agreement will continue to apply until further notice with debits monthly with the same terms and with the same price level as for the fixed contract period, subject to any price adjustments according to point 4. Contracts are binding and apply from special consent is made electronically or in writing.

## **3. Prices and payments**

Member prices are stated in Prime Fitness Studios' current price list. For private individuals, payment is made either in cash in advance, against invoice with 15 days payment terms or through so-called direct debit agreement. In the case of direct debit agreements, the cost is divided up monthly, where the fee is paid in advance by being deducted from a bank account designated by the member, so-called direct debit at the nearest agreed debit date, taking into account banking days and delay in direct debit handling that Prime cannot be loaded for. When a company undertakes to pay the fee, payment can also be made against an invoice with a 30-day credit period after the usual credit check. Reminder fee SEK 60. If a member unilaterally terminates his transfer via direct debit, without prior notification in writing to Prime Fitness Studio, an administrative fee will be charged if currently SEK 450. If no new direct debit transfer is immediately possible, the member will be billed for the remaining unpaid contract period with payment terms 15 days net, for companies the 30 day payment terms apply. Special agreements can be made for marketing purposes.

## **4. Price adjustments**

Price adjustments of current contracts, after the expiry of the fixed contract period, and other charges are normally made at the end of each year and are notified by written notice and / or by advertising on Prime Fitness Studios website at least 45 days before the actual entry into force. The member is protected against price adjustments during the fixed contract period according to point 2, and changes are only made when this period expires or is extended with a new fixed contract period. Member has the right to terminate the agreement with effect from the time of the price increase. The exception is additional costs for qualified increases in VAT or other taxes and fees that Prime Fitness Studio cannot affect.

## **5. Freezing**

Freezing the membership means that interruptions in the regular contract period are made due to any of the reasons given below and payment of the monthly fee ceases until the reason for the interruption ceases and the training resumes. The length of freezing in time is determined as far as possible in advance in connection with the granting of freezing. The request for freezing of membership shall be made in writing and the reason for the freezing shall be stated.

Freezing of membership can be granted for the following reasons:

- a) In case of long-term illness (at least 1 month) against presentation of a medical certificate.
- b) In pregnancy and childbirth, however, a maximum of three months. For a longer period, a medical certificate is required in accordance with point (a) above.
- c) For full-time or full-time studies elsewhere, if this situation is supposed to last for longer than two months.
- d) In the case of military service, on presentation of documents proving this.

Freezing is not granted

- self-inflicted training break
- vacation
- high workload on their work or for other similar reasons.

## **6. Minimum membership age**

In order to sign a direct debit agreement, the person in question must be at least 18 years of age. Prime Fitness Studio has a 15-year limit for staying in the premises at Prime Fitness Studios opening hours with personal tag. Membership can be subscribed to a second party on condition that the payer / signatory turns 18 and that the member reaches the age of 15.

## **7. Member card / tag**

The membership card / tag is personal and may not be used by others. Members who visit Prime Fitness Studios premises must always record their tag at the card reader located at the ports. Lost or damaged tag must be reported and replaced for a fee of 100 SEK

## **8. Address changes**

Any change of address or change of other information that is relevant to Prime Fitness Studio, such as, for example, a new direct debit account, must be reported immediately to Prime Fitness Studios staff.

### **9. Stay in the room**

Guest only has the right to stay in Prime Fitness Studios premises during its manned opening hours. Member with tag only has the right to stay in Prime Fitness Studios premises during its stated opening hours. Member agrees to be out of Prime Fitness Studios premises between 24.00 and 04.59. When triggering alarms, any emergency costs will be added, as well as costs for restoring and checking alarms and premises. The cost of resetting and checking alarms and premises is charged per hour commenced and the hourly rate is stated on [www.primefitness.se](http://www.primefitness.se). Please note that emergency costs for security companies and blue light personnel can be extensive.

### **10. Activities and equipment**

Prime Fitness Studio provides certain activities that are announced via grants in Prime Fitness Studios premises or on its website. New activities are announced at least seven days in advance by written notice via grants in Prime Fitness Studios premises or on its website. Prime Fitness Studio reserves the right to charge an additional fee for participation in certain costly activities, such as when special guest lecturers or instructors have been invited. Prime Fitness Studio may make changes or exchanges of exercise equipment in the premises when required to maintain a good and safe training environment and training standard. If the change is of material importance to the member, this right to terminate the agreement with immediate effect, the exception is if the change depends on, and is in proportion to, laws, rules and regulations that Prime Fitness Studio cannot influence. From 2019-09-01, 18-year limit applies to tanning beds, according to current legislation.

### **11. Responsibility for possessions and accidents etc.**

Prime Fitness Studio is not liable for loss due to theft, burglary or damage to the member's or guest's property. Member is recommended to use the lockable cabinets located in the room's changing rooms.

Prime Fitness Studio is responsible for personal injuries incurred by a member or guest caused by negligence on the part of the Prime Fitness Studio. If the injured person himself or herself deliberately or through gross negligence has contributed to the damage, for example by not complying with the applicable instructions, any damages may be adjusted according to what is reasonable with regard to the degree of responsibility of Prime Fitness Studio or the injured party's side and the circumstances in general. .

Compensation for indirect damage, such as lost earnings, etc., is not under any circumstances. Prime Fitness Studio recommends that a member or guest sign their own relevant insurance for such damage events.

### **12. Health status**

Members or guests are responsible for ensuring that their health status is such that they can safely train and participate in Prime Fitness Studios activities.

### **13. Well-being and training regulations**

It is the responsibility of members and guests to comply with applicable rules of well-being and other regulations regarding the use of training equipment, etc., which are communicated in writing or orally by Prime Fitness Studios staff or via grants in Prime Fitness Studios premises. Members are expected to always show consideration and respect when visiting Prime Fitness Studios premises and do not behave in a disturbing way.

In Prime Fitness Studio's premises, there is general doping and drug prohibition, and refers to the WADA doping list. <http://www.rf.se/Antidoping/Dopinglistor/wadasdopinglista>

Member and guest of Prime Fitness Studio agree that unannounced tests of prohibited substances may be carried out.

From the theft and damaging point of view, as well as for the security of personnel, members and guests, the gym is alerted and video-monitored.

In case of damage or theft, a member and guest may be liable for compensation.

### **14. Breach of contract and exclusion**

In the event of a member's material breach of contract, Prime Fitness Studio is entitled to exclude this member immediately. In the event of such breach of contract, no repayment of the prepaid monthly fee is made. The agreement will cease for both parties at the next month-end, taking into account any time limit. Any additional fee paid will be refunded. Denied doping test should be seen as a positive test result.

Prime Fitness Studio has the right to refuse previously suspended member or guest access to the premises.

### **15. General Data Protection Regulation (GDPR)**

1.1. When a person registers as a member of Prime Fitness Studio, Prime Fitness Studio asks for information about this as Prime Fitness Studio then saves in their member database. By signing the agreement, the prospective member agrees that such information is submitted to and processed during the membership period and a maximum of 24 months after the termination of membership at Prime Fitness Studio. Member has the right to receive information, as well as excerpts on the processing of personal data that Prime Fitness Studio saves. As a member of Prime Fitness Studio, all personal data is treated in accordance with GDPR. The member acknowledges that Prime Fitness Studio may add and update its member databases with such personal information that is a prerequisite for efficient and good membership and registry care, such as, for example, correct personal, name and address information and information required to deliver certain ordered services as well as identification such as face photo. The information will be used to fulfill Prime Fitness Studio's obligations to the member and to inform the member of offers and other promotional purposes. The application for so-called advertising lock is made directly in mailing out from Prime Fitness Studio everything. writing to Prime Fitness Studio. The member has the right to, on request, delete and take note of the personal data relating to this which is registered in the Prime Fitness Studios member database. If the data were found to be incorrect, incomplete or otherwise irrelevant, Prime Fitness Studio is required to take corrective action. When deleting the personal data necessary for Prime Fitness Studio, an active membership, the membership will be terminated and the remaining part of the agreed minimum cost will be invoiced to the member.

## **1.2. Data storage and processing**

Information about personal data from the order form is stored digitally and in some cases in paper form, locked in, monitored and alerted, albeit via other technical measures such as authorization restriction via password, key, encryption, antivirus software and firewalls, and the processing of fixed internal security routines is also controlled in order for personal data to be processed. kept separate from unauthorized persons. Information from passages of gates and other parts of the access system is saved for the enforcement of regulations at Prime Fitness Studio, to ensure that only authorized persons reside in Prime Fitness Studios premises and to provide a necessary basis for decision making that directly or indirectly relates to Prime Fitness Studios business essentially. The decision-making material includes statistics, which may need to be stored continuously. This information is anonymised in that case, and any information that can be directly or indirectly linked to a natural person is deleted. Monitoring material such as video and photo, is saved for a maximum of 3 months and is only served on request by the relevant authority after court decision. Information from the iQniter Cardio System is stored available to Prime Fitness Studio for a maximum of 3 months, copies of training logs can be requested during this time. Documents that contain personal data and are directly linked to accounting records are saved for at least 7 years, as it is subject to the Accounting Act. Documents containing personal data that are not directly linked to accounting data are stored at Prime Fitness Studio for a maximum of 24 months from the date of termination of membership. when the person most recently showed an interest in Prime Fitness Studios services, such as a form of interest notification and ordering of services that are not directly linked to accounting data, this is when stakeholders and former clients of Prime Fitness Studio's business are considered purchase-prone / repurchased during this time. This is also done in order to be able to fulfill the conditions which the services provided by Prime Fitness Studios have agreed with its clients. Information that can be read from logs generated from iQniter Cardio Training and Primes Studio's access system can also be used for marketing purposes. This information is anonymised in these cases. Grinding of current personal data is carried out quarterly. The legal basis on which Prime Fitness Studio stores personal data is: consent, agreement, balance of interests and legal basis.

## **16. Satisfaction Guarantee**

In order to increase security in the purchase of certain specified memberships for the member, this has the option of supplementing its membership with the Satisfaction Guarantee which applies during the first 21 days of membership, even if the membership has been used. This satisfied customer guarantee only applies when membership is purchased outside Prime Fitness Studios premises remotely via [www.primefitness.se](http://www.primefitness.se) etc.

## **17. Termination of contract**

Cash agreements automatically terminate at the end of the contract.

Termination of the direct debit agreement shall be made at least one month before the end of the contract period. The agreement then terminates at the end of the contract period. A notice period of at least one month applies for termination of a contract with an ongoing contract period after the termination of a non-renewed fixed contract period. The agreement ends at the expiry of the membership period.

Furthermore, a member has the right to terminate the agreement prematurely with a one-month notice period due to a definite relocation to another place outside Ovanåker municipality, when relocation takes place after the agreement was signed (unless paragraph 16 applies) or due to other considerate circumstances other than the member's Control. Definitive relocation to another place must be certified with a special housing agreement, for example a lease agreement written on the member concerned, at least 3 months, or a purchase contract. The stated considerate circumstances must be substantiated. A member also has the right to terminate the agreement in accordance with paragraphs 4 and 10.

In order for Prime Fitness Studio to be able to investigate any problems or wishes for improvements on the plant, it is an advantage if the reason for the dismissal can be determined.

Termination of membership at Prime Fitness Studio in Edsbyn AB should be made in writing and must be certified with a full personal identification number (10 digits) by the payer (Same person who entered into the agreement) and clearly clarify for which membership the termination applies. This should preferably be done through a special form for termination of membership that is provided by Prime Fitness Studio in Edsbyn AB at <https://primefitness.se/bli%20medlem/index.html>.

## **18. Dispute**

Swedish law shall apply to this contractual relationship. Disputes concerning the interpretation or application of these provisions, the parties shall primarily seek to resolve by agreement. The dispute may be examined by the General Complaints Board to the extent that the Board is competent. The dispute can also be examined by the district court, with Gävle District Court as the first instance.

## **19. Distance purchases**

The distance contract law is applied to purchases outside Prime Fitness Studios premises. 14 day cancellation right applies to membership and products with a value of at least 400 SEK. The right of withdrawal is not applicable to digital content or services relating to personal training and other services and products that are customized to the customer's wishes. The right of withdrawal is also not applicable if the membership has in some way been used with a stay in Prime Fitness Studios premises. Right of withdrawal must be claimed by email to [david@primefitness.se](mailto:david@primefitness.se).

## **Direct Debit Mandate**

I, the above mentioned member, admits that withdrawals may be made from my specified bank account at the request of Prime Fitness Studio for payment via Autogiro. Withdrawals may be made at the earliest on the due date of the payment. I must have enough money in the account no later than the banking day before the due date for all payments to be made on the due date. I commit myself to the bank. The bank is not obliged to test the authorization of or notify me in advance of the requested withdrawals. Accounting for withdrawals I get on the bank statement. The consent also applies if I receive another account number or change bank.

If money is missing from the account.

If I do not have enough money in the account no later than the banking day before the due date of the payment, I am aware that this may mean that payments are not made. The payee will then invoice past, non-paid period fees. Prime Fitness Studio reserves the right to charge a reminder fee of SEK 60 for a non-payable period fee. If the member does not pay in due time,

Prime Fitness Studio has the right to accrue default interest according to law from the due date. If the invoice is not paid, the matter is handed over to debt collection.

**Running deal**

The obligatory 3- and The 12-month membership continues until further notice after the regular deductions of the agreed monthly fee if the member does not terminate the agreement in accordance with the rules stipulated in this agreement.