

## **SPECIAL TERMS AND CONDITIONS**

### **for Promo Yearly Membership and Easy Membership**

#### **ARTICLE I - RECITALS**

1. The subject of these Special Terms and Conditions is the regulation of mutual rights and obligations between Fit Invest d.o.o., with the registered office at Slavenska avenija 6, Zagreb, entered into the register of Commercial Court in Zagreb under registration No. 030282383, PIN: 36598567890 (hereinafter referred to as the “**Company**”), and the Member concluding the Agreement (as respectively defined in the General Terms and Conditions) with the Company for Promo Yearly Membership and Easy Membership starting from **15 September 2025 and up to 90 days following that date**.

2. General Terms and Conditions apply to all matters not regulated in these Special Terms and Conditions, unless a particular provision of the General Terms and Conditions is expressly excluded or in collision with the provisions of these Special Terms and Conditions. In the case of any discrepancy between the General Terms and Conditions and these Special terms and Conditions, the Special Terms and Conditions shall prevail. Terms beginning with a capital letter have the meaning assigned to them in the General Terms and Conditions.

#### **ARTICLE II – TYPES OF MEMBERSHIP**

1. Apart from the types of Membership set out in the General Terms and Conditions, these Special Terms and Conditions introduce additional types of 1 Club Membership:

A. Easy Membership > A Member who enters into a written Agreement for a fixed period of 12 (twelve) months will be entitled to use the Services for the period commencing on the date agreed in the Agreement, provided that the Member has paid the full Membership Fee. The pro rata Membership Fee does not apply to this type of Membership. The Agreement ends on the last day of the agreed Membership term. The Member may terminate the Agreement earlier pursuant to Article IV 1 of these Special Terms and Conditions.

B. Promo Yearly Membership > A Member who enters into a written Agreement for a fixed period of 12 (twelve) months will be entitled to use the Services for the period commencing on the date agreed in the Agreement, provided that the Member has paid the Membership Fee for the entire term of the Membership. The Agreement ends on the last day of the agreed Membership term, and the Member is not entitled to terminate the Agreement earlier.

2. Article II 1 B of the General Terms and Conditions shall not apply to these Special Terms and Conditions.

#### **ARTICLE III – MEMBERSHIP FEE**

1. Easy Membership > The Membership Fee for the Services during the first 3 (three) months of the Agreement is discounted from the regular price of EUR 49.00 per month (hereinafter referred to as the “**Easy Basic Membership Fee**”) and amounts to **EUR 5.00 per month** (hereinafter referred to as the “**Easy Discounted Membership Fee**”). The Membership Fee starting from the 4th (fourth) month of the Agreement amounts to the Easy Basic Membership Fee.

2. Promo Yearly Membership > The Membership Fee amounts to **EUR [...] per month**.

3. The billing period for the Easy Membership is 1 (one) month of the Membership. The Membership Fee for the Easy Membership is paid in monthly instalments payable no later than the last day of the preceding month of the Membership.

4. The billing period for Promo Yearly Membership is 12 (twelve) months. The Membership Fee for the entire billing period for Promo Yearly Membership is payable upon execution of the Agreement

#### **ARTICLE IV - TERMINATION OF MEMBERSHIP IN THE CLUB, SUSPENSION OF MEMBERSHIP**

1. In the event of an early termination of the Easy Membership (Agreement) by the Member, the Member shall be obliged to pay an early termination fee equal to the difference between the Easy Basic Membership Fee and the Easy Discounted Membership Fee for each month during which the Member was entitled to the Easy Discounted Membership Fee. The Member may terminate the Easy Membership (Agreement) by giving one month's notice commencing on the first day of the month of the Membership following delivery of written notice to the Company, however no earlier than after the first month of the Membership for which the Membership Fee has been paid.

2. In the event of termination of the Easy Membership (Agreement) by the Company due to the reasons attributable to the Member pursuant to Article III 10 of the General Terms and Conditions, the Member is obliged to pay the early termination fee according to Article IV 1 of these Special Terms and Conditions.

3. In the event of termination of the Agreement by the Company with immediate effect and its subsequent renewal pursuant to Article III 10 of the General Terms and Conditions, these Special Terms and Conditions shall not apply to the renewed Agreement.

4. A Member with an Easy Membership or Promo Yearly Membership may suspend the Membership pursuant to Article III 11 and 13-14 of the General Terms and Conditions, provided that the Agreement may be suspended only once and for a maximum period of 1 (one) month. The Membership will be extended by the respective period of suspension on the terms set out in these Special Terms and Conditions.

#### **ARTICLE V - FINAL PROVISIONS**

1. These Special Terms and Conditions are valid and effective as of 15 September 2025 and apply to all Agreements for Promo Yearly Membership and Easy Membership concluded on 15 September 2025 and up to 90 days following that date.

2. These Special Terms and Conditions are available on the Company's website, at the Club's premises and on request at the Company's registered office.

3. Any invalidity or lack of effect of any provision of these Special Terms and Conditions will not prejudice the validity and effect of the remaining provisions.

4. Mutual rights and obligations of the Parties are governed by the laws of the Republic of Croatia.