



## GENERAL TERMS AND CONDITIONS OF ALLSTAR GYM LP12 GMBH

### A CONCLUSION OF CONTRACT

- These general terms and conditions (GTC) apply to all contracts between AllStar Gym LP12 GmbH and its members, unless otherwise agreed in individual cases. Members are those persons who due to a member contract concluded in writing with AllStar Gym LP12 GmbH are entitled to use the studio rooms in Berlin.
- Young people between the ages of 14 and 16 can only train with a legal guardian. Both persons must be able to demonstrate an active membership in AllStar Gym LP12 GmbH. For teenagers at the age of 16-18 years, training is possible with the written consent of the legal guardian.
- The member must provide AllStar Gym LP12 GmbH with an up-to-date e-mail address for communication purposes at the time of conclusion of the contract. The member expressly agrees that legally significant declarations from AllStar Gym LP12 GmbH (e.g. reminders, declarations regarding changes to the General Terms and Conditions) can be sent either in writing by post to the postal address last provided by the member or electronically by e-mail to the e-mail address last provided by the member. The member must immediately notify AllStar Gym LP12 GmbH of any changes to information relevant to the contract, in particular name, address, email address, bank details, etc.

### B ONLINE CONCLUSION OF CONTRACT

- When concluding a contract online via a website, the member makes a binding offer to conclude a contract by clicking on the "Conclude contract subject to payment" button. The acceptance of the offer (and thus the conclusion of the contract) takes place through confirmation by e-mail. AllStar Gym LP12 GmbH saves the text of the contract and sends the contract documents, including the contract cover sheet, in the confirmation by e-mail. AllStar Gym LP12 GmbH can revoke the membership contract in writing within 14 days of the conclusion of the contract without giving reasons. The statutory right of withdrawal applies to the member, about which he will be instructed separately upon conclusion of the contract.

### C GENERAL INFORMATION

- The house rules posted in the fitness club apply.
- The instructions of the staff must be followed.
- AllStar Gym LP12 GmbH must be informed immediately in writing of any changes of address or bank account.
- It is possible to bring companions with you, subject to a one-off trial session, which must be registered in advance. The trial training will be charged at €10.00, which will be charged within 24 hours upon conclusion of the contract.
- Until the membership card is handed over, the registration copy and a clear identification with photo must be presented before the start of the training.
- The fitness club recommends that the member undergoes a sports medical examination before starting training.
- AllStar Gym LP12 GmbH reserves the right to make changes to the number and course content in the group fitness area and these are documented by course plans that are available and change seasonally. If individual services offered are not used by the member, the membership fee agreed on the contract sheet remains unaffected.
- The implementation of a course with fewer than 3 participants does not take place or is at the discretion of the respective course instructor.
- The membership card or wristband personalized with a picture in the IT system for entry legitimization is non-transferrable. In the event of unauthorized disclosure to other persons, the member undertakes to be personally liable for the proven damage and indemnifies AllStar Gym LP12 GmbH from all liability claims resulting therefrom. In the event of a culpable violation, the member is obliged to pay damages in the amount of €300.00. If the member proves that less damage or no damage at all has occurred, the member must pay the proven amount.
- The member gains access to the studio with the membership card or bracelet. Access to the studio is not possible without taking your membership card or wristband with you.

### D CONTRIBUTION PAYMENTS

- The contribution is due for payment by monthly debit. It is to be paid by SEPA direct debit. The amount of a prepaid membership is due immediately at the beginning of the contract. It will be collected by SEPA direct debit, must be paid in cash in the studio or by bank transfer to the specified account. The annual service fee of 49.90€ is part of the contract for all conditions and will be collected from the specified customer account by SEPA direct debit on 01.01. or 01.07. of the respective year. If no German bank account is available, the accruing annual service fee for the initial term must be paid in advance. An early start of training is possible for monthly cancelable memberships. This early use is calculated proportionately from the monthly fee and is due at the start of the contract.
- A one-time admission fee of 39.90€ or the welcome package for 89.90€ is due at the start of the membership.
- The payment of the admission fee or the welcome package is to be made by SEPA direct debit or cash in the studio or by bank transfer to the specified membership account.
- AllStar Gym LP12 GmbH reserves the right to increase the monthly membership fee by €2.00 after the end of the initial term.
- If a contract is terminated before the end of the first agreed term for reasons for which the fitness club is not responsible, the price level that corresponds to the actual contract term comes into effect retrospectively from the beginning of the contract. In this case, the member has to pay the difference to the higher contribution and the fitness club is entitled to collect the additional payment by SEPA direct debit.
- In the event of a certified inability to exercise or pregnancy, the member can make up for missed training days by making an appointment with the fitness club without an additional fee after the membership has ended properly or have a substitute make up for it. In the follow-up training, it is no longer possible to report vacation and illness. Missed training days cannot be made up for. These conditions also apply to any post-training time granted as part of special campaigns when the contract is concluded.
- The member is not entitled to make up training days or compensation if the fitness club is unable to provide services for reasons for which it is not responsible (force majeure, etc.).
- In the event of closing due to force majeure, such as pandemics, membership fees must still be paid. The training time that is not perceived is credited in the form of non-contributory training days and is attached on the term of the membership.
- Memberships are extended by the period of an officially ordered closing or restriction (e.g. due to Covid-19), in which AllStar Gym LP12 GmbH stops debiting the membership fees. This also applies to any terminations that have already been confirmed during or after the closing.
- When concluding a contract with a fixed term (minimum term), the member undertakes to pay the monthly contributions for the entire term agreed on the front page. This also applies in the case of a contract extension.
- Increases in statutory VAT are at the expense of the member.
- Repairs and maintenance work, e.g. of the wellness and shower area, do not result in any claims for compensation on the part of the member due to the possible loss of use.
- A contract transfer is possible once. In this case, the service fee and the admission fee will be charged again.

### E DEFAULT OF PAYMENT

- If the member is in default of payment, AllStar Gym LP12 GmbH reserves the right to charge the member for delay costs if these costs were culpably caused by the member. In addition to interest on arrears at the statutory rate, this shall also include the costs of appropriate legal action, in particular reminder and collection charges, court fees and attorney's fees.
- If monthly contributions are agreed on the contract cover sheet and the member is in arrears with the payment of an amount that corresponds to the sum of 2 total monthly contributions, AllStar Gym LP12 GmbH is entitled to terminate the contract extraordinarily for good cause. In this case, AllStar Gym LP12 GmbH is entitled to demand further compensation in accordance with the statutory provisions.

### F LIABILITY

- In the case of slight negligence, AllStar Gym LP12 GmbH is only liable in the event of a breach of essential contractual obligations (cardinal obligations), but in these cases the amount is limited to the damage that was foreseeable and typical for the contract at the time the contract was concluded, in the case of personal injury and in accordance with the Product Liability Act. Cardinal obligations are those obligations that make the proper execution of the contract possible and on compliance with which the member can regularly rely. Otherwise, the pre-contractual, contractual and non-contractual liability of AllStar Gym LP12 GmbH is limited to intent and gross negligence. The above limitations of liability also apply in the event that AllStar Gym LP12 GmbH's vicarious agents are at fault.
- Damage to property in the fitness club will be repaired at the expense of the person who at least negligently effected or caused it.
- The member is obliged to ensure that the membership card/wristband is kept safe. The member must immediately report a loss of the membership card/wristband to the studio or by telephone. A new activation fee of €10.00 will be charged for the reissuance of the membership card in the event of loss or damage for which the member is responsible.
- AllStar Gym LP12 GmbH monitors some of its fitness studios with video cameras and saves the recordings on a case-by-case basis to the extent and for as long as this is necessary for the safety of its members and the investigation of criminal offenses. The circumstance of the observation and the responsible body, as in the entrance area, are made recognizable by information signs. The relevant provisions of the Federal Data Protection Act are observed.

### G TERM CONTRACTS

- When concluding a contract with a fixed term (minimum term), the member undertakes to pay the monthly contributions for the entire term agreed on the front page. This also applies in the case of a contract extension. The following termination rule applies: If the contractual relationship is not terminated with a notice period of 1 month to the end of the agreed term, it is tacitly extended for an indefinite period.
- Memberships with an initial term of more than 12 months, extend indefinitely. After expiration of the contractually agreed initial term, the membership automatically changes to a monthly rate. Membership can be canceled at the end of the following month.
- The agreed monthly membership fee only includes the payment for the use of other products and services in addition to the use of the studio if this has been expressly agreed on the contract sheet.
- Monthly cancelable memberships must be cancelled with a notice at the end of the following month.
- Prepaid memberships must be canceled with one month's notice before the end of the agreed term. If the contractual relationship is not terminated in due time, the membership is tacitly extended for an indefinite period. The fee after the initial term is 19.90€ or 29.90€ depending on the choice of prepaid membership and is due monthly. Membership must be canceled with notice at the end of the following month.
- In case of an irrevocable closing of the gym, the membership of the female members will be automatically transferred to the gym of Pink Frauen Fitness F100 GmbH.

### H SUSPENSIONS

- The maximum number of months that the contract can be suspended per year is 1 month per year.
- AllStar Gym LP12 GmbH must be notified of the intended suspension by the member at least 5 working days before the start of the suspension in accordance with Section J.1 of these General Terms and Conditions. A suspension must begin on the first of the month and can only be taken for full months.
- For the duration of the suspension, the member is exempt from paying the monthly membership fees due during the suspension period and cannot use services in the AllStar Gym LP12 GmbH gym. The due date of an agreed recurring training and service fee is not affected by the suspension. In the event of a suspension, the date of the next possible termination of the contract by ordinary termination of the membership is postponed by the duration of the suspension to a correspondingly later point in time.
- If contributory and non-contributory periods are agreed on the contract cover sheet, the following applies:
  - In the event of a suspension within the non-contributory period, the contract is first continued with the outstanding non-contributory period and afterwards with the agreed contributory period.
  - In the event of a suspension within the contributory period, the contract shall first be continued with the outstanding contributory period and afterwards with any agreed non-contributory period.
- There is no entitlement to suspension if the contract has already been terminated or AllStar Gym LP12 GmbH is entitled to extraordinary termination of the contract.
- The right of both contracting parties to extraordinary termination for good cause remains unaffected by the above provisions.

### I DECLARATION OF TERMINATION OR NOTICE OF SUSPENSION BY MEMBER

- Any intended suspension by the member must be declared or notified in text form, stating the membership number.
- The member has the option to terminate the contract in writing by mail or electronically by e-mail.
- A contract concluded online can be terminated online or in writing. After receiving the cancellation, the member will receive an electronic confirmation from AllStar Gym LP12 GmbH.

### J FINAL TERMS

- Insofar as the declaration of a party must be made in writing under this Agreement, this formal requirement requires a written declaration by the party. § Section 127 BGB shall not apply.
- AllStar Gym LP12 GmbH collects, stores, processes and uses personal information that it receives directly from the contractual partner or through the use of its facilities. AllStar Gym LP12 GmbH uses this information about the contractual partner or the user of the contract to shape the customer relationship with the contractual partner and to offer the contractual partner other own or third-party products and services. You can object to all advertising at any time. To the extent permitted by law, AllStar Gym LP12 GmbH, its affiliated companies and those commissioned with the execution of the contract have access to the stored data. Any further transmission to third parties does not take place.
- Should parts of the contract be invalid or void, the remaining provisions shall remain unaffected. The invalid or void provisions shall be replaced by the corresponding statutory law. Place of performance is Berlin.

### K CHANGES TO THESE TERMS AND CONDITIONS

- The studio is entitled to change these general terms and conditions with effect for the future. The changes become effective when the studio draws attention to the changes, the member can take note of the changes and does not object to them within 2 weeks of receipt of the change notification. In the event of an objection, the studio is entitled to terminate the membership contract at the end of the month.

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