

The Rules Governing the Use of Services Provided by "Lemon Gym" Sports Clubs

I. General provisions

- The Rules Governing the Use of Services Provided by "Lemon Gym" Sports Clubs (hereinafter called "the Rules") are binding on all persons using "Lemon Gym" Sports Clubs (hereinafter in the Rules called "Sports Club") services. These Rules are common for all Sports Clubs marked with the "Lemon Gym" trademark. Only the Member of the Sports Club (hereinafter in the Rules called "the Member"), upon careful familiarization with the Rules and affirming this by the Member's signature, is allowed to use the services of the Sports Clubs. Each Member must submit to the Sports Club's administrator his/her own identification documents with the person's photo, which confirm the identity of the Member. If the Member refuses to familiarize himself/herself with the Rules and affirm the familiarization with his/her signature or if the Member refuses to submit the identification documents, the Sports Club has the right to not let the Member use its services. Under aged Members from fifteen years old have to submit the written consent of their parents, guardians, caretakers (signed together in Sports Club). Under-aged Members who are fifteen years of age confirm by their signature that the Member has fully familiarized himself/herself with the Rules. Agreement can be sign only by person who is 18 years old. Members' personal data is handled in line with the procedure established by the applicable legislation. The visitors of the Sports Club can familiarize themselves with the Privacy Policy of the Sports Club wherein the purposes of handling of personal data and the rights of data subjects are consolidated in the administration of the Sports Club or in the webpage at <https://www.lemongym.lt/privatumo-politika>.
- 1. The Members can use the services of the Sports Club only after purchasing the personal membership of the Sports Club (hereinafter – "the Membership of the Sports Club" or "the Membership").
- 2. The personal Membership is to be issued to the Member wishing to regularly visit the Sports Club. For those Members who already have their Membership, the acquired Membership can be placed on to their account of the Sports Club whereas access to the Sports Club is granted upon a fingerprint presented with the Member's consent (a non-reproducible fingerprint). The fingerprint model is to be submitted upon arrival to the Sports Club. The Member has the right not to give his/her consent to use the data of his/her non-reproducible fingerprint model. If the Member does not give consent to use the data of his/her non-reproducible fingerprint model for the purposes stipulated in clause 3 of the Final Provisions of the Rules, the Member receives a Membership Card. The Member using electronic billing service can purchase a Membership with a term of 12 months only. Upon signing an electronic billing agreement, the Member undertakes to order it via his/her e-bank and choose automatic payment. Detailed information regarding the use of the electronic billing service is found in the terms and conditions of the agreement.
- 3. Memberships can also be issued to Members on the basis of a separate written agreement. A separate written agreement regarding the provision of services of the Sports Club may be concluded with a legal entity (regarding the provision of services of the Sports Club to the employees, representatives and other such persons of the legal entity).
- 4. The Members who have purchased the Memberships according to the procedure prescribed in Point 3 of these Rules must start to use the services of the Sports Club (and activate the Membership Card if it was issued) no later than within 7 (seven) calendar days after paying for it, unless a specific agreement establishes a different term for the activation of the Memberships. If the Member does not start to use the Sports Club's services within the period indicated in these Rules or in a specific agreement, the Membership Card (Cards), if it was issued, is (are) activated automatically and the period of validity, corresponding to the type of the Membership, automatically starts to be calculated.
- 5. The Member who refuses to submit his/her fingerprint model or a fingerprint cannot be identified as well as when the Member cannot be identified on the basis of the photo and other data stored in the Sports Club's database (when Member's non-reproducible fingerprint is not handled) or there is a suspicion regarding the Member's identity, can be allowed to access Sports Club only upon showing his personal identification document to Sports Club staff
- 6. The validity of the Membership can only be suspended in the case of illness having presented the documents confirming that. In that case, Member's consent is considered to be a basis for processing personal data of the data subject. Member have a right to disagree with that kind of processing of his personal data, however in that case the validation of his/hers Membership would not be stopped while other provisions of the Rules would remain the intact.
- 7. The Membership is personal to holder. It is prohibited to transfer it to another person otherwise the Membership will be blocked without further warning.
- 8. The working hours of each Sports Club are indicated on the Internet website www.lemongym.lt, as well as on the front doors of each of the Sports Clubs. The Sports Club has the right to change its working hours. It has to no later than 3 (three) calendar days beforehand post specific announcements in visible locations in each of the Sports Clubs and also on its website www.lemongym.lt. The Sports Club may be closed for maintenance works for up to 48 hours. On these days the services shall not be provided to the Members; information about this shall be made available in advance.
- 9. The parties shall aim to settle any disputes amicably; however, should they fail to settle a dispute, a Member shall always have the right to turn to the State Consumer Rights Protection Authority (Vilniaus str. 25, Vilnius, www.vrtat.lt) or directly to court.

II. Membership

Validity of Membership.

1. The validity of the Membership Card in the Sports Clubs:

"GLOBAL" Membership grants the Member the right to visit all of the Sports Clubs (several visits per day are possible);

Signature.....

Standard Membership grants the Member the right to visit one of the Sports Clubs only.

2. The term of validity of Memberships in the Sports Clubs (starting from the day they are activated):

The term of validity of a One-month Membership is thirty calendar days;

The term of validity of a Twelve-month Membership is three hundred and sixty five calendar days.

3. The Sports Club fixes the prices of Membership in the Sports Club and Member's entry fees, which are published on the Sports Club's Internet website www.lemongym.lt.

On changing

1. Those Members who want to change the type of the Membership (e.g., to change "GLOBAL" Membership to one-club Membership), which has been purchased following the Rules, can change their Membership at the Sports Club's reception desk by paying an additional 3.00 EUR. If a cheaper Membership is to be changed to a more expensive one, the Member has to pay the difference in the Membership price according to the rules that are valid on the day of the changing at the Sports Club reception desk. The Membership correction for the Members is carried out automatically when the required sum is paid for.

1. Those Members who want to transfer their Membership to another person can do this one time at the Sports Club's reception desk by submitting a request in writing and paying an additional administration fee of 5.00 EUR.

On cancellation

1. The money which was paid are not returned to the Members who purchased the Memberships, except for those cases where they could not use the services of the Sports Club due to the fault of the Sports Club and in other instances as prescribed by the Rules and the agreements concluded between the Member and the Sports Club as well as stipulated in the law.

2. Should the Members refuse the services and, in the absence of the fault on the Sports Club's part, the Member shall have the right to demand the return of that portion of the fees paid for the Membership, which is proportional to the time left until the expiration date of the Membership; however, only if they compensate the direct losses incurred by the Sports Club. The direct losses are deemed to be the discount granted for the Member when buying a long term Membership, i.e. the difference between the price of the Membership for which the Member has paid (calculated on a monthly basis) and the standard price of the monthly Membership offered at the reception desks, for the duration during which the Member has attended the Sports Club, sold at the reception desk plus an administration fee of 3.00 EUR as well as any other direct losses (if any).

3. Those Members who have concluded electronic billing agreements regarding the purchase of the Memberships, in the absence of the fault on the Sports Club's part, have the right to refuse services and demand the return of that portion of the fees paid for the Membership, which is proportional to the time left until the expiration date of the Membership, if they compensate the direct losses incurred by the Sports Club. Detailed information regarding the cancellation terms of the electronic billing consumer credit agreement is provided in the electronic billing agreement signed by the Member.

4. If the Member refuses the services due to the Sports Club's fault, the amount of payments paid for the Membership in proportion to the period of the services which were not provided before the remaining term of the Membership shall be returned to him/her.

5. Those clients (natural persons) whose Memberships have been paid for by their employers (companies) do not have the right to cancel on their own the validity of their Memberships and to demand the return of the fees for that Membership.

III. The duration of the visit to the Sports Club

1. Members who have purchased Memberships can visit the Sports Club several times per day during its working hours. The duration of the visit is not limited.

IV. General rules of conduct for the Members and the liability for breaching them

1. In the Sports Club and on its premises the Member must:

- responsibly and carefully use the Sports Club's provided services, its assets and inventory and apply all available means in order, while using the Sports Club's services, to not do harm to himself/herself, to the health and property of the Sports Club, to his/her own health and property or to that of other Members of the Sports Club or its employees;

- be sober and not to be under the influence of substances affecting one's state of mind (narcotics, drugs and other intoxicating or toxic substances). The Sports Club has the right to deny entry to any Member not heeding this requirement. If there are any suspicions on the state of sobriety or level of intoxication, the employee of the Sports Club has the right to demand that such Members leave the Sports Club;

- in the event of an accident, those Members who can help the victim must apply all of their efforts to provide help. The witnesses of such an accident must provide all of the necessary information to the staff, doctors or to the law enforcement agencies;

- promptly inform the employees of the Sports Club about any negative change in his/her own health or in the health of other Members, or about a trauma, which has been incurred while using the Sports Club's services;

/Translation from Lithuanian/

- photograph and film only with the permission of the Sports Club's management. If the Member breaches this requirement, the Sports Club reserves the right to cancel the Membership of such a Member and to return to him those fees for which the services shall not be provided;
 - sports apparel and closed sports footwear, providing stable support for the foot, are mandatory in the sports gym;
 - before using the equipment and inventory of the Sports Club, to familiarize himself/herself with the rules displayed in the rooms of the Sports Club or indicated on the inventory or equipment on using this equipment or inventory. If there are any uncertainties, the Member must not use the equipment or the inventory, but must approach the responsible employees of the Sports Club in order to gather the necessary information;
 - use the Sports Club's equipment and inventory only according to their direct purpose, the envisaged methods and order in the rules for using the equipment and inventory; not use the temporarily defective equipment and inventory, and inform the responsible employees of the Sports Club of such defect or of any doubts regarding the suitability of the equipment and inventory;
 - bring soft drinks and water only in unbreakable containers; it is prohibited to bring or consume food or alcoholic drinks;
 - not interfere with other Members of the Sports Club in the use its services. Members who become aware of inappropriate behavior by other Members, which hinders the ability of others to use the services of the Sports Club or which can cause harm to the safety and health of other Members, have to report this behavior to the responsible employee of the Sports Club;
 - according to the Sports Club's submitted Loss Evaluation Statement, compensate for monetary damages done to the Sports Club (regarding the broken equipment, inventory etc.), which has been incurred due to the fault of the Member or to the fault of the under-aged persons who arrived with the Member. The Member must compensate the damages done to the Sports Club no later than within 3 (three) calendar days, calculated from the day that the Loss Evaluation Statement for the damages done is submitted to the responsible Member, except for those cases when the management of the Sports Club agree with the Member on another damage compensation term;
 - attend only those areas meant for Members;
 - adhere to other provisions of these Rules.
2. It is prohibited in the Sport club:
- to bring soft drinks in packaging made from glass;
 - to drink alcohol in the changing-rooms and in other places not suitable for this;
 - to use hair-driers for purposes other than drying one's head, such as to dry clothing or slippers;
 - to do skin scrubbing, hair removal, hair dyeing and other personal esthetic hygiene procedures;
 - to wash clothes.
3. The Sports Club does not provide item storage services, other than the facility for Members to leave their brought items in the indicated places. The Members have to leave their personal items in the Sports Club's changing-room and in lockers, which the Members have to keep locked. It is strictly forbidden to take sports bags or backpacks to the body-building machines gym of the Sports Club. It is recommended for Members not to arrive at the Sports Club with costly and valuable items. The Sports Club is not responsible for the items that the Members have left in the changing-rooms or in other areas of the Club. The Member must promptly inform the Sports Club of any loss or damage to his/her items. The Sports Club cannot be held accountable for the loss and/or damage to Members' personal items, except if the loss and/or damage occur due to the Sports Club's fault. Items left behind by the Member will be stored by the Sports Club for 7 calendar days from the day on which they are found and destroyed afterwards. Any documents found shall be handed over to the police.
4. The Member entering the Sports Club premises puts his/her finger to the fingerprint model reader or presents his/her Membership card. The Member locks the locker with a lock, which is available to buy at the Sports Club's reception desk or he/she can bring his/her own lock. A personal lock is required, because the Sports Club has special lockers, which can be locked only with padlocks.
5. The Member, before leaving the Sports Club, must leave the locker unlocked and leave with the lock or leave the lock in its designated place. If the locker is left locked, after the working hours of the Sports Club the lock will be cut. The Sports Club is not accountable for the incurred losses.
6. The Sports Club has the right to refuse to provide services to persons who have breached these Rules, as well as to other undesirables, whose conduct causes harm to the interests of other Sports Club Members and/or whose conduct is not in accordance with these Rules. The responsible employees of the Sports Club have the right to demand of the Members, who have breached these Rules, to cease the use of the services rendered by the Sports Club and to vacate the premises. The money for the visit is not returned to the Member.
7. If the Members do not adhere to or breach these Rules, as well as in those cases where the Member's conduct causes harm to the interest of other Sports Club's Members on more than one occasion, or the Member on more than one occasion arrives at the Sports Club not sober and he/she does not listen to the lawful instructions of the responsible

Sports Club's employees, the Sports Club has the right to cancel the validity of the Member's Membership and to not allow the Member, who has breached the Rules, into the Sports Club. In such a case, the portion of the fee paid for the Membership, after incurred reasonable losses due to the non-compliance with the Rules are deducted, is returned to the Member in proportion to the duration left until the expiration date of the Membership.

8. Having regard to the particularities of the Sports Club's work and client service and to the fact that the visitors use the services alone, visitors are informed and they agree that during certain working hours of the Sports Club, there may not be any employees of the Sports Club present.

V. The health of the Members

1. The Sports Club provides an opportunity for its Members to use its services. However, it does not evaluate the effect that these services have on the health of a specific Member, and does not guarantee the positive effect of these services, i.e.:
- 1.1. Having regard to the state of health of a specific Member, the services provided by the Sports Club can have a negative effect on the Member's health. For this reason the visitor must be careful and responsible in deciding to attend the Sports Club and in choosing to avail of specific provided services.
- 1.2. The services are not provided for persons having health problems, to persons who may pose danger to the health/life, safety and hygiene of themselves and/or other Members (contagious diseases, incontinence, etc.). Upon receiving such information, the Sports Club reserves the right to deny such Members entry to the Sports Club or to a particular area.
- 1.3. The Sports Club shall not compensate the monetary and non-monetary damages done to the Member's health and life by using the services provided, except in cases when this damage occurs due to the fault of the Sports Club.
- 1.4. If the employees of the Sports Club have valid doubts about the state of health of a Member, the employee has the right to ask that the Member submit a doctor's certificate regarding his/her state of health. The doctor's certificates presented to the Sports Club by the Members shall not be handled automatically, systemized or designated to create a database.
2. Before choosing the Sports Club's services, the Member first of all must have regard to his/her own state of health and the possible effect that these services may have on it, i.e.:
- 2.1. Before starting to use the services provided by the Sports Club, the Member must make sure that his/her state of health allows him/her to attend the Sports Club and to use its specific services.
- 2.2. While using the equipment and services in the Sports Club, the Members have to individually choose specific sports equipment, exercise machines and physical load according to their specific individual needs, personal qualities and the possible effect on their body.
- 2.3. Before starting to use the services provided by the Sports Club, the Member is recommended to check his/her state of health and to consult with his/her doctor. All negative consequences related to the non-fulfillment of this recommendation are to be allocated solely to the Member.
- 2.4. Those Members who have health issues and who may pose a threat to their own health and/or life, or to that of other Members, must inform the Sports Club about these issues.
- 2.5. The visitor is fully responsible for the suitability of his/her state of health to use the services provided and for the correctness of the submitted data regarding his/her health.
- 2.6. The visitor is fully responsible for his/her health issues, injuries and accidents, which occur during the visit to the Sports Club, except for those cases when this kind of damage occurred due to the fault of the Sports Club.
- 2.7. If there are suspicions regarding the unfit state of health of the Member for doing exercise, the Member must, at the request of an employee of the Sports Club, cancel his/her training session and must consult with his/her doctor and submit a health certificate of ability to do exercise.

VI. Additional rules in the training gym

1. The Member is informed and agrees that in the Sports Club's training gym he/she shall work (do exercise) on his/her own by choosing specific training equipment, tools, machines and physical load according to his/her own individual needs, personal qualities and the effect on the body. There shall be no Sports Club employees in the training gym and the Member's training session shall not be supervised.
2. Before using the exercise machine it is mandatory to familiarize oneself with the rules for using this machine that are announced or indicated on the machine. The rules describe the procedure for using this machine and the correct way to carry out the training exercise.
3. It is mandatory to lay down a towel before starting to do exercises on the exercise machine. After doing the exercises, the machines must be left tidy and fit to be used by other Members. The additional parts of the exercise machines, other equipment in the gym and dumbbells must be put back in their prescribed places.
4. If the exercise machine is not in use, one may not sit on it or in any other way hinder the possibility for another Member to use it.
5. The Sports Club must be promptly informed of any defect in the exercise machines or other equipment in the training gym.

Signature.....

/Translation from Lithuanian/

- 6. In the training gym it is prohibited to:
 - use the exercise machines or other gym equipment, which are temporarily out of order;
 - wear apparel and footwear which are not suited for the training gym or are dirty and untidy, or to attend the training gym wearing slippers or without wearing footwear. Visitors who breach these rules may be denied entry to the training gym;
 - persons under fifteen years of age are prohibited from doing sports and being in the training gym;
 - an employee of the Sports Club upon seeing a person who is under 15 years of age has the right to ask that person to leave the training gym;
 - persons that are between 15 and 18 years of age can only do exercise in the training gym, if they submit a written request from their parents or guardians (request should be filled in Sport Club together with parents or guardians). Agreement can be sign only by person who is 18 years old.
 - provide a coaching service;

VII. Final provisions

1. I, _____ (name, surname), who has signed below, have familiarized myself with the Privacy Policy of the Sports Club (<https://www.lemongym.lt/privatumo-politika>), have familiarized myself with these Rules, agree to adhere to them and take on the liability for the non-fulfillment of the conditions and obligations envisaged in these Rules and for the consequences that occur due to this non-fulfillment.
2. The visitor agrees or does not agree that his non-reproducible fingerprint model would be used for more precise identification of the clients, in cases of thefts or accidents as well as to be stored in the clients' data base of the Sports Club until the end of the Membership

Agree	Disagree
<input type="checkbox"/>	<input type="checkbox"/>
3. The visitor (only used when the visitor refuses the creation of his non-reproducible fingerprint model or it can not be identified) agrees or does not agree to be photographed for identification purposes and agrees or does not agree that the image of the client will be kept in the client database of the Sports Club.

Agree	Disagree
<input type="checkbox"/>	<input type="checkbox"/>
4. The visitor can revoke his consent for processing non-reproducible fingerprint model, his photograph or receiving direct marketing notifications at any time by notifying the Sports Club about that in writing by e-mail privatumas@lemongym.lt.
5. Upon a visitor's request, a copy of these Rules shall be given to the visitor at the reception of the Sports Club or sent at the e-mail specified by the visitor.
6. These Rules are also mandatory and applicable to those visitors who are given the right to use the services of the Sports Club once as far as that meets the terms of a single-time visit. Such visitors are not photographed for the purposes of identification and their data of their non-reproducible fingerprint model are not being processed.

I have familiarized myself with the Rules

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(name, surname and signature)

The administration of the "Lemon Gym" Sports Clubs reserves the right to update these Rules in case the market conditions or the legislation regulating the market change as well as in case of other objective grounds by giving a notification to the clients on the website www.lemongym.lt 10 days before such an update of the Rules as well as to announce that by hanging respective notifications at the reception of the Sports Clubs or on the advertisement board.

The detailed and relevant revision of the Rules of "Lemon Gym" Sports Club can be found on the Internet at the following website: www.lemongym.lt.

We need your expressed consent to send you direct marketing notifications by e-mail, SMS messages or by telephone.

Signature.....

First of all, confirm your age:

I hereby confirm that I am at least 15 years of age:

We invite you to express your consent below:
I agree/disagree to receive direct marketing notifications

Agree Disagree

I agree/disagree that the account would be created for me on Lemon Gym mobile application

Agree Disagree

In case in the future you will not want to receive the information about Lemon Gym sent to you by e-mail, telephone or SMS message, at any moment you can revoke your consent by sending an e-mail to privatumas@lemongym.lt. More information can be found in our Privacy Policy at www.lemongym.lt

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Signature