

Specific Terms and Conditions - Vouchers of Form Factory s.r.o.

These Specific Terms and Conditions govern the rights and obligations related to the sale and redemption of vouchers for services at fitness clubs operated by Form Factory s.r.o. They also outline the process for entering into a Purchase Agreement between Form Factory s.r.o. as the seller and the Customer as the buyer, their mutual rights and obligations established by or related to the Purchase Agreement, and the procedure and conditions for using the purchased Voucher, in accordance with the relevant provisions of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code").

Overview of Terms and Their Meanings

Form Factory: The company Form Factory s.r.o., ID No.: 05785880, with its registered office at Vinohradská 2405/190, Prague 3, ZIP 130 00, registered in the Commercial Register maintained by the Municipal Court in Prague, File No. C 270769 - the operator of fitness clubs and seller of Vouchers.

Voucher: An electronic or paper voucher purchased by the customer, enabling the Voucher Holder to pay for the fitness club services specified on the Voucher under the terms specified on the Voucher, in the Service and Membership Agreement, these Specific Terms and Conditions, and the General Terms and Conditions of Form Factory. The Voucher includes the designation of the services, its validity, the issue date, and a unique voucher code.

Customer: A natural or legal person who purchased a Voucher.

Purchase Agreement: An agreement concluded between the Customer and Form Factory, under which Form Factory is obliged to deliver the Voucher to the Customer, and the Customer is obliged to pay the agreed price for the Voucher under the terms specified in the Purchase Agreement and these Specific Terms and Conditions. The Purchase Agreement consists of the Specific Terms and Conditions, the Customer's order, and the order confirmation by Form Factory. The agreement can only be concluded in Czech. The documents forming the agreement are stored electronically by Form Factory and made accessible to the Customer upon request; they are not accessible to third parties.

Voucher Holder: The person who legally possesses the Voucher and redeems it, presenting it to Form Factory as payment for the service, who may be different from the Customer.

Service: A service offered by Form Factory within its fitness clubs, specified on the Voucher, to be provided under the Service and Membership Agreement concluded between the Voucher Holder and Form Factory.

Service and Membership Agreement: An agreement between the Voucher Holder and Form Factory governing the membership conditions in Form Factory fitness clubs, as defined in the General Terms and Conditions of Form Factory.

Voucher Redemption: The process of activating the Voucher at the reception of a selected fitness club, where it is used as payment for a specific service.

Voucher Validity: The period during which the Voucher must be activated or otherwise used to maintain the Customer's rights associated with its purchase.

Complaint: A process in which the Customer asserts rights for a defect in the Voucher that prevents its use and requests its resolution.

Withdrawal from Agreement: The Customer's right to cancel the Purchase Agreement within 14 days of its conclusion if the Voucher was purchased remotely (e.g., online) and the Customer is a consumer.

1. General Provisions

1.1. These Specific Terms and Conditions form an integral part of the Purchase Agreement concluded between Form Factory and the Customer who purchases a Voucher.

1.2. The rights and obligations of the contracting parties arising from the Purchase Agreement that are not expressly governed by these Specific Terms and Conditions are subject to the Civil Code. If the Customer is a consumer, the rights and obligations of the contracting parties are further governed, in particular, by the provisions of the Civil Code concerning consumer contracts (§ 1810 et seq.) and Act No. 634/1992 Coll., on Consumer Protection.

2. Terms for Voucher Sales and Steps Leading to the Conclusion of the Purchase Agreement

2.1. Vouchers are offered for sale during the period specified by Form Factory, either through the website or directly at the receptions of fitness clubs.

2.2. The specific Voucher offers, their validity, and the conditions for their use are provided at the relevant sales locations or in promotional materials.

2.3. On the Form Factory website, the Customer selects a Voucher for a specific service or value and fills in all required fields in the order form (the Customer's order constitutes an offer to conclude the Purchase Agreement). The Customer must review the Specific Terms and Conditions, confirm their acknowledgment of these conditions, and submit the order. After submitting the binding order, payment is made using the selected electronic method via the Form Factory payment gateway, completing the purchase process. Upon successful payment, the Customer receives a summary of their order and access to the My Account section on the Form Factory platform, which is used for managing orders and services. The entered data can be corrected upon email notification and request through the My Account section.

2.4. The Purchase Agreement is concluded upon payment of the Voucher's purchase price and the delivery of a purchase confirmation (including a unique Voucher code) to the Customer.

2.5. The purchase price for the Voucher can be paid using one of the following methods:

(i) by payment card, (ii) by another electronic method via the payment gateway.

2.6. The Voucher is issued on the date the purchase price is paid and is delivered electronically to the email address provided by the Customer in the order as the delivery address for the Voucher.

3. Terms for Voucher Redemption

3.1. The Voucher can only be used to pay for services at Form Factory fitness clubs, as specified on the Voucher. The relationship between Form Factory and the Voucher Holder in connection with the redemption of services is a separate legal relationship from the Purchase Agreement and is governed by the Service and Membership Agreement, which includes the General Terms and Conditions of Form Factory. Defects in the provided services are not considered defects in the Voucher.

3.2. The Voucher must be activated within its validity period. If the validity period expires, the right to use the Voucher is forfeited without entitlement to a refund of the purchase price.

3.3. Voucher activation takes place at the reception of a selected club or online in the e-shop (electronic communication environment), where the Voucher Holder presents the unique Voucher code or enters it into the form designated for Voucher activation.

4. Transferability and Restrictions

4.1. The Voucher is transferable unless stated otherwise. In such cases, a third party (Voucher Holder) may use the Voucher if they meet the conditions specified on the Voucher. If the Voucher applies to a service whose provision requires a certain age or specific eligibility under legal regulations or Form Factory's terms, only a person meeting these conditions may redeem it. Otherwise, Form Factory reserves the right to reject the Voucher. The transfer of the Voucher to a third party does not include the transfer of (i) the right to withdraw from the Purchase Agreement and/or (ii) rights arising from liability for defects in the Voucher (Voucher complaint), which can only be exercised by the Customer. If the gift voucher is transferred to a third

party, the Customer must familiarize the Voucher Holder with these Specific Terms and Conditions of Form Factory, as the gift voucher can only be redeemed in compliance with them.

4.2. The Voucher cannot be exchanged for money unless otherwise agreed.

4.3. Vouchers cannot be combined with other discounts or promotions unless explicitly stated on the Voucher.

4.4. Each issued Voucher may only be used once.

5. Right to Withdraw and Complaints

5.1. A Customer-consumer who has purchased a Voucher remotely (e.g., online) has the right to withdraw from the Purchase Agreement without providing a reason within 14 days of its conclusion, provided the Voucher has not been activated. Activation of the Voucher is determined solely by the Customer, and if activation occurs within the withdrawal period, it is considered an explicit request by the Customer or Voucher Holder to commence the provision of services within the withdrawal period. Activation of the Voucher nullifies the right to withdraw from the Purchase Agreement under § 1837(a) of the Civil Code.

5.2. The Customer may exercise their right to withdraw from the Purchase Agreement by sending a withdrawal declaration to Form Factory via email to marketing@formfactory.cz, accompanied by proof of purchase, including the unique Voucher code.

5.3. In the event of withdrawal from the Purchase Agreement, Form Factory will invalidate the Voucher code. The Customer is not required to return the Voucher, but if any costs arise in connection with its return, these costs are borne by the Customer.

5.4. A complaint regarding a Voucher is only possible in cases of a defect or error (e.g., printing error or incorrect information) that prevents its redemption. Complaints must be submitted in writing to the email address marketing@formfactory.cz, along with proof of purchase.

6. Personal Data Protection

In connection with the sale of Vouchers, Form Factory processes the personal data of the Customer to the extent necessary for the clear identification of the Customer and the exercise of rights and obligations arising from the Purchase Agreement. Detailed information about personal data processing is available in the Privacy Policy on the official Form Factory website.

7. Final Provisions

7.1. A Customer-consumer has the right to seek resolution of disputes through the Czech Trade Inspection Authority or another entity authorized by the Ministry of Industry and Trade for out-of-court consumer dispute resolution, as listed in the directory of entities for out-of-court dispute resolution (§ 20d of Act No. 634/1992 Coll., on Consumer Protection). Customers may also submit complaints to the supervisory authority, which is the Czech Trade Inspection Authority.

7.2. Form Factory reserves the right to amend these Specific Terms and Conditions at any time. The current version will always be available on the official Form Factory website.

7.3. If the Purchase Agreement addresses a matter differently from these Specific Terms and Conditions, the differing provisions in the Purchase Agreement shall take precedence over these Terms and Conditions.

7.4. These Specific Terms and Conditions are valid and effective from the date of their publication.