General Terms and Conditions (GTC) for the membership of consumers

Kniger Gym GmbH

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This is an english translation. Only the original german version https://kniger.club/agb is legally binding.

1 Contractual partners, minors

1.1 The contractual partner is Kniger Gym GmbH, managing partners Johannes Behrndt and Klaus Knese, Gritznerstr. 68, 12163 Berlin (hereinafter referred to as the provider)

1.2 The term "member" describes the person (in particular the consumer) who has concluded a separate contract with the Studio, regardless of their gender.

1.3 These General Terms and Conditions (GTC) apply to all contracts between the Studio and the member regarding membership of the Studio. Deviating general terms and conditions of the member shall not become part of the contract, even if the Studio does not expressly object to them.

1.4 Use of the studio as part of the regular training area is only possible from the age of 14. Children aged 6 and above have the opportunity to take part in special kids' courses (see section 3.1). Free training is not available for children under the age of 14.

Minors under the age of 18 may only participate with the consent of their legal guardians. In this case, the legal guardians are the contractual partners. Upon reaching the age of 18, the contract automatically transfers to the member, who is now of legal age.

2 Use of the studio, studio rules

2.1 The member is entitled to use the gym to the extent and for the services agreed in the membership contract. The studio can only be used after prior booking. There is no guarantee or entitlement to the availability of a training session for any tariff. Training opportunities are subject to availability. The respective training, personal training or course participation must be reserved in advance via the online booking portal in accordance with the period specified in the description. Free registration and the creation of an account are required to access the booking portal.
If the member is unable to attend the booked appointment, it must be released via the booking portal at least the period specified in the training or course description in advance. If the member does not cancel appointments in good time or does not show up without prior agreement, the appointment will be forfeited. The appointment must still be paid for in full or will not be refunded. Appointments for which the member arrives late will be honored in full.

2.2 For additional products and services offered (e.g. 1:1 personal training), additional fees or costs may be charged by the studio if used. The member must follow the instructions of the studio staff.
In the case of **personal training,** the content and objectives of the training are agreed with the member. However, the object of the contract is the provision of the contractually agreed training or consulting service (service in accordance with § 611 BGB), not the actual achievement of a specific goal by the member. No promises of cure or success are made.

2.3 The studio is entitled to postpone or cancel booked training sessions if the training area is not available or personal training cannot be carried out for reasons for which the studio is not responsible (e.g. force majeure, water damage, etc.). This shall not give rise to any other claims for compensation.

Personal training sessions that have already been paid for will be credited and made up for in a timely manner (maximum 1 month after the reason for the cancellation no longer applies), unless this would lead to an unreasonable disadvantage for the member. In this case, the time frame will be extended or the fee for the canceled appointment will be refunded.

2.4 The studio uses software and the associated app to provide additional services that go beyond the use of equipment and personal training (e.g. app use, training planning, anamnesis, etc.). If the necessary consent to data processing is not given or is revoked by the member, these services can no longer be used. However, this does not entail a reduction in the membership fee, as the equipment can continue to be used as an essential part of the studio.

2.5 The studio is entitled to temporarily close certain areas for maintenance or repair work or due to legal requirements and to close them for a maximum of 30 days per year for renovation or revision. In such cases, the member is not entitled to a refund of membership fees.

2.6 The consumption of drinks brought into the studio is permitted, provided that unbreakable containers are used. The consumption of drinks is only permitted outside the training area. The bringing in and consumption of alcoholic beverages and substances intended to increase the member's physical performance (e.g. anabolic steroids) are prohibited within the entire fitness facility. Furthermore, it is not permitted to smoke or consume other addictive substances in the studio.

2.7 Sports clothing must be worn during training. Exercising with bare upper body or barefoot is not permitted.

2.8 During training on the device, a towel must be used in such a way that the contact surface with the device is covered. After training on the equipment, the respective equipment must be disinfected. Dumbbells and discs, as well as other movable training equipment, must be returned to the designated storage area after the exercise.

2.9 Accompanying persons may only be brought along with express prior permission. It is not permitted to bring children or animals.

2.10 The rights of use and participation acquired with the membership are not transferable to third parties. Unless otherwise agreed, **personal training** can only be used by the member personally.

2.11 Customer parking spaces provided by the studio may only be used by the member during his/her presence in the studio. In the event that parking spaces are occupied without the member being present in the studio, the studio shall be entitled to tow away the car at the member's expense. The member is not entitled to the provision of a parking space.

3 Kids' classes (ages 6 and up)

3.1 **Age of participants and contractual relationship**
Children aged 6 and above can take part in specially marked kids' courses; a child may already join a half-year course if they complete their 6th year of life within that half-year course.
Participation is only possible with the consent of a parent or guardian. In this case, the parents or guardians are the contractual partners of the studio.

3.2 **Parental supervision and presence**
During the course, the studio or the trainer assigned to the course is responsible for supervising the child.
Before the start and after the end of the course, supervision is entirely the responsibility of the legal guardians.
Children are not permitted to attend the course unaccompanied outside of course hours. Parents must be available by telephone during the course.

3.3 **Restricted access / no free training**
Children are only allowed in the studio during the booked kids' courses.
Free training, independent use of the training area, equipment, changing rooms, or other areas is prohibited.

3.4 **Health requirements**
Before the course begins, parents or guardians confirm that the child is healthy and fit for sports and that there are no health restrictions that would prevent participation.
Any changes in health status must be reported to the studio immediately.

3.5 **Course implementation and safety**
The kids' courses are conducted exclusively by qualified personnel (e.g., certified trainers or pedagogically trained specialists).
The studio is entitled to exclude children from participation in whole or in part in the event of misconduct, lack of cooperation, health concerns, or safety risks.

3.6 **Liability**
The general liability provisions of these General Terms and Conditions apply accordingly to children.
Legal guardians undertake to inform the child about the general studio and course rules before the start of the course and to ensure that the child follows the trainer's instructions.

3.7 **Pickup / Delays**
Children must be picked up immediately after the end of the course. In the event of a significant delay, the studio is entitled to take appropriate measures to ensure the child's well-being. Any costs incurred as a result may be charged to the legal guardians.

3.8 **Photographs and video recordings**
Photographs or videos of the child during the course will only be taken with the prior express consent of the legal guardians.

4 Conclusion of contract, contributions and lump sums, method of payment

4.1 The member and the studio conclude a separate membership contract. The contract is concluded via an online booking portal or on site. When a booking is made, a contract is concluded at the rate selected by the member.

The ordering process runs through our booking system's purchase interface and may look different depending on the product — with or without a shopping cart, in one or several steps. In every case the member is shown the selected service, the total price and the payment method before the binding, payment-obligating order. Entries can be corrected up to that point, for example via the browser's back function.

By submitting the order via the "Order with costs" button, the member declares acceptance of the offer in a legally binding manner, whereby the contract is concluded.

By making a booking, the member assures that the data provided is complete and truthful. The member undertakes to notify us immediately of any changes to their personal data.

4.2 If the booking is made outside of business premises, in particular online, e.g. via a booking tool, the member has the right to withdraw from the contract within fourteen days without giving reasons. A corresponding revocation instruction is provided at the time of booking and at the end of these GTC. The right of withdrawal expires early if we have fully performed the service and only began performance after the member expressly consented to this and at the same time acknowledged that they lose their right of withdrawal upon our full performance of the contract (§ 356 (5) German Civil Code). Immediate start: By buying a membership, subscription, card, pack, pass or session online, the member expressly requests that the studio begins the service during the 14-day withdrawal period if the start or the first use falls within that period. The right of withdrawal remains. If the member withdraws, they pay pro rata: for offers consisting of a fixed total number of units (e.g. card, pack, single session), for the units used up to then; for all other offers (e.g. subscription, membership, time pass), for the time from the start until the withdrawal. The studio refunds the rest.

4.3 The provider is entitled to verify the identity of the user, in particular on his/her first visit, by presenting an official photo ID.

4.4 Cashless payment transactions are made in the studio for all products and services. The additional services used (e.g. personal training, drinks, etc.) are debited via the payment method stored in the customer profile or paid by card on site. The amount is based on the price list valid at the time of booking.

4.5 Payment is made via the payment provider selected by the member. Upon completion of the booking, the remuneration agreed in the contract is due for payment immediately. For individual bookings and prepaid cards, the full amount is debited in a single payment.

Memberships are billed monthly at the beginning of a new contract month. If the membership begins during the month, the invoice will be issued pro rata according to the days used and collected immediately. If there are chargebacks for which the studio is not responsible, the costs incurred (at least € 15.00) shall be borne by the member.

4.6 If the member is in arrears with the payment of at least two monthly fees or an equivalent amount, the Studio is entitled to deny the member access to the Studio until the member has fulfilled all due obligations to the Studio. If the member is culpably in arrears with the payment of at least two monthly fees, all fees payable up to the end of the current term shall become due immediately.

4.7 Subject to the statutory right of withdrawal, the contribution cannot be reclaimed. This applies in particular if the member does not make use of the studio's services. Unless the member is unable to exercise for a longer period of time for reasons for which he/she is not responsible (e.g. serious accident, long-term illness). The payment obligation is suspended for this period. The contract term is extended in accordance with the rest period. A special right of termination in the event of illness only exists in the event of a medically determined incapacity for sport or a health risk due to fitness training on the equipment groups.

4.8 In the case of other periods of absence (e.g. longer business trips, stays at health resorts), an individual agreement can be made with the studio regarding the suspension of the contract. However, there is no entitlement to this. The payment obligation continues to exist for this period. The possibility of using the studio's services is extended in accordance with the agreed rest period.

5 Duration of contract, termination, force majeure

5.1 If the contract for the use of the studio is concluded for a specific period (e.g. individual bookings, prepaid cards, packs, passes and memberships with a fixed term that does not renew), ordinary termination is mutually excluded during this period. The contract ends at the end of the agreed contract period without the need for termination.

5.2 Unless the selected tariff provides for a different term or notice period: An initial term is agreed as part of the membership. The contract can then be terminated for the first time for a membership with an initial term of 12 months with a notice period of 4 weeks to the end of the initial term. In the case of a one-month membership, the notice period is one week to the end of the initial term.

If no notice of termination is given, membership is extended indefinitely after the initial term has expired. The membership contract can then be terminated at any time with one month's notice.

The statutory right to extraordinary termination for good cause remains unaffected.

5.3 The respective prepaid card is valid for 3 years from the end of the year in which the payment was made, unless the member has explicitly selected a rate with a shorter validity. After this period of validity, the entitlement expires without replacement.

5.4 Cancellation can be made via the account in the booking portal or in text form. Cancellations in verbal form or via messenger service are expressly excluded.

6 Duties of the member, health

6.1 If the member is currently undergoing medical or psychotherapeutic treatment, he/she is obliged to inform the studio before using the services and to discuss the cooperation with a trainer and a doctor in order to rule out any contraindications.

In particular in the event of physical complaints, health impairments, previous illnesses and current illnesses as well as allergies, the member must seek personal advice from a doctor as to whether their physical and health condition is an obstacle to training

6.2 The member also undertakes to answer all questions about their current and previous state of health and training-related circumstances truthfully and completely and to inform the gym in particular about any medication they are taking and any existing illnesses. The information, answers and the results of the medical history are stored in the studio's app and become part of the contract.

6.3 The member must inform the trainer immediately and truthfully in person or by e-mail of any changes in their state of health or physical complaints of any kind that occur after the start of the contract. A decision will then be made by mutual agreement on the continuation of the service.

6.4 The member undertakes to install an app on their end device and create an account to take a medical history and book training times.

6.5 The member must inform the studio immediately of any changes to contractually relevant data such as name, address, etc. Any costs incurred by the Studio as a result of the member not notifying the Studio of changes to the data without delay shall be borne by the member.

6.6 It is recommended that you do not train if you have a cold or feel generally unwell.

7 Limitation of liability

7.1 The studio will keep the equipment and premises in a functioning, roadworthy condition in order to ensure a smooth and satisfactory training process.

7.2 The Studio shall only be liable for damages (1) which the Studio, its legal representatives or vicarious agents have caused intentionally or through gross negligence. As well as (2) for damages resulting from injury to life, body or health and which are based on a breach of duty by the Studio or a legal representative or vicarious agent. Likewise (3) in cases caused by the breach of an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the member regularly relies and may rely (so-called cardinal obligation).

7.3 In cases (1) and (2) of the above paragraph, the Studio's liability is unlimited in terms of amount. Otherwise, liability is limited to the foreseeable damage typical of the contract.

7.4 This limitation of liability also expressly applies to lost or damaged valuables, damage to items of clothing and amounts of money.

7.5 Depositing money or valuables in a locker provided by the studio does not create any obligations on the part of the studio with regard to the items deposited. The lockers may only be used by the member during his/her presence in the studio. The Studio is entitled to open and clear out occupied lockers if they are also used outside attendance times. Any costs incurred shall be borne by the member.

7.6 The member undertakes to treat the equipment and premises with care. Damage that is not due to normal wear and tear but is caused by improper use will be repaired at the expense of the person who culpably caused it. The studio accepts no liability for injuries and damage caused by improper use of training equipment and furnishings.

8 Data protection and video surveillance

8.1 The studio processes the member's personal data in accordance with the applicable data protection regulations. The data is only collected and processed for the fulfillment of the membership contract or with the consent of the member (Art. 6 para. 1 a) and b) GDPR). The data is stored in digital form and saved in cloud-based membership software and other training software and apps.

8.2 Details can be found in the data protection information on the processing of member data and the references contained therein, which can be viewed before the contract is concluded and in the studio. The data protection information is not part of a contractual agreement between the gym and the member and may be subject to change. The privacy policy should therefore be consulted regularly.

8.3 **Video surveillance:** Video cameras are installed in all public areas, with the exception of changing rooms and sanitary facilities, to prevent and prosecute criminal offences, prevent access by unauthorized persons, protect the employees present, exercise domiciliary rights and trace accidents and their causes. Processing is only carried out for the aforementioned purpose.

8.4 The member is informed about video surveillance in the data protection information about the processing of data during membership and has given his or her consent when the contract was concluded.

9 Final provisions

9.1 Should one or more provisions of the contract or these GTC be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by the statutory provision.

9.2 Subsidiary agreements to the membership contract or these GTC must be in text form and require the consent of both parties.

9.3 In the case of complaints, the Member may contact the Studio at any time.

9.4 However, the Studio is not obliged to conduct dispute resolution proceedings and does not participate in such proceedings.

Right of withdrawal

As a consumer, you have a statutory right of withdrawal for services booked online.

Below we inform you about the statutory right of withdrawal.

Withdrawal instructions

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (Kniger Gym GmbH, Gritznerstr. 68, 12163 Berlin, Germany, phone +49 30 58584839-0, e-mail info@kniger.club) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

Expiry of the right of withdrawal

Your right of withdrawal expires in the case of a contract for the provision of services also where we have fully performed the service and only began performance after you gave your express consent to this and at the same time acknowledged that you lose your right of withdrawal upon our full performance of the contract.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

– To Kniger Gym GmbH, Gritznerstr. 68, 12163 Berlin, Germany, info@kniger.club:

– I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

– Ordered on (*)/received on (*),

– Name of consumer(s),

– Address of consumer(s),

– Signature of consumer(s) (only if this form is notified on paper),

– Date

(*) Delete as appropriate.