

1. Introductory Provisions

1.1. These Terms of Use regulate the mutual relations between you (hereinafter "User") and "EMERGO SPORT" DOO BUSINESS CONSULTING COMPANY IN BUSINESS AND OTHER MANAGEMENT RELATED TO BELGRADE – NOVI BEOGRAD, PART OF A FOREIGN COMPANY PODGORICA, with registered office at Serdara Jola Piletića br.22 Podgorica, Montenegro, registration number: 21054097, VAT: 03667294, which is registered as part of a foreign company with the Central Register of Business Entities of Montenegro in accordance with Montenegrin regulations (hereinafter "Emergo").

1.2. These Terms of Use (hereinafter "Terms") regulate the forms and methods of using the interactive service provided by Emergo, branded as Fitpass.

1.3. The Fitpass interactive service is provided through the website contact@fitpass.me and the Fitpass mobile application available through Apple Store, Google Play Store, and HUAWEI AppGallery, exclusively owned by Emergo (hereinafter "Interactive Service").

1.4. The Interactive Service is complex and involves content management, financial transaction execution, organization and mediation in the sale of services for visiting sports and other facilities exclusively owned by Emergo's partners (hereinafter "Partners"), as well as providing services over the internet, which Emergo offers within the business activities for which it is registered in Montenegro.

1.5. By using the Interactive Service, the User acknowledges being fully acquainted with these Terms and agrees to them, as well as to the Privacy Policy.

1.6. Any further use of the aforementioned Interactive Service after becoming acquainted with the Terms and Privacy Policy implies the User's agreement with these terms and their rules and consent to using the Interactive Service in accordance with them.

1.7. For the purposes of these Terms, a User is any person who directly or indirectly uses or has used the services of this website and/or Fitpass services.

1.8. By using the Interactive Service, the User agrees that all communication and interaction occurring through the Interactive Service must comply with these Terms.

1.9. Registration - opening a user account through the Interactive Service constitutes the User's acknowledgment and full acceptance of these Terms and the Privacy Policy.

2. Emergo's Copyright

2.1. All materials available through the Interactive Service are protected by law and constitute Emergo's property and may be used in accordance with the approval of the copyright holder and trademark or design holder, as well as other necessary approvals.

2.2. Any distribution, copying, transmission, linking, publishing, or modification of the Interactive Service in any way without Emergo's written permission is prohibited.

2.3. Any violation of the prohibition in section 2.2, i.e., infringement of trademark rights, design rights, or any other copyright or industrial property rights, will lead to legal and other proceedings, including but not limited to proceedings for damages and criminal prosecution.

2.4. The User may not modify, publish, transmit, participate in the transfer or sale, or in any way exploit any content available through the Interactive Service, in whole or in part. Copying, redistribution, retransmission, publication, or commercial exploitation of downloaded material is also not permitted.

3. Changes to Terms and Privacy Policy

3.1. Emergo reserves the right to discontinue or modify any of the Terms and Privacy Policy listed here at any time, with prior notice.

3.2. In the event of changes to the Terms or Privacy Policy, if the User continues to use the Interactive Service, it is considered that they have accepted the Terms and Privacy Policy.

3.3. Any changes to the Terms or Privacy Policy apply to third parties who are not Users immediately upon publication through the Interactive Service.

3.4. Any use of the Interactive Service by the User after the last change to the Terms or Privacy Policy is considered acceptance of those changes.

4. Terms of use and content of the Interactive service

4.1. The obligation and duty of the User is to use the Interactive service exclusively in accordance with mandatory regulations and the morality of Montenegrin society.

4.2. The basic purpose of the Interactive service is the use of Fitpass and Fitpass Studio services, exchanging experiences with Emergo regarding the use of the service, and exchanging experiences with other users, in a manner that allows for it within the Interactive service.

4.3. The User does not have the right to publish, transmit, or make available in any way via the Interactive service any materials whose content abuses or violates the rights of others, for example, content that is offensive, defamatory, that undermines or jeopardizes the reputation or privacy of any person, etc., nor materials of illegal content and form.

4.4. Emergo reserves the right to independently assess whether there has been negligent behavior or a breach of obligations under the Terms or Privacy Policy by the User.

4.5. Emergo obliges the user of the Interactive service, during the use of the Interactive service, to connect at most one device, through which they will use the application, and through which they will scan the QR code for using the Interactive service provided by Emergo's Partners.

4.6. The User undertakes to conscientiously use the connected device within the Interactive service and not to make it available or provide access to the device or Interactive service to any other person, for the purpose of avoiding subscription to the Interactive service. Only the account user with which the device is connected can use the Interactive service.

4.7. If the User wishes to change their connected device (e.g., in case of theft, loss, or damage to the device), the User may do so up to two times per month.

4.8. If during one month the User changes more than two connected devices, access to the Interactive service and Partner services will be disabled for the new device, as well as all previous devices.

4.9. In case of negligent behavior by the User, including but not limited to actions where the User:

- abuses the Interactive services;
- obstructs or prevents other Users from using the Interactive services;
- provides inaccurate information about personal data;
- uses someone else's personal data;
- engages in illegal, negligent, and unlawful activities using the Interactive services;
- violates business rules and disrupts the operation and provision of services by Partners;
- attempts to disable, modify, or otherwise disrupt the operation of the website or application through which the Interactive service is provided,

Emergo reserves the right to issue a warning, temporarily or permanently cease providing services through Partners via the Fitpass application – suspend the account, and as compensation for damage caused by the User's negligent use of the Fitpass application and Emergo's Partner services, terminate the subscription to the User, without the right to refund the funds paid or utilize the remaining terms, as a form of compensation for the damage caused by the User's negligent conduct to Emergo and its partners. In this case, Emergo reserves the right to prevent the User from opening a new account. If the damage suffered by Emergo cannot be fully compensated by the mechanism of terminating the subscription without the right to refund the funds paid, Emergo reserves the right to initiate adequate legal proceedings to seek damages.

4.10. Emergo, through the Interactive service, provides access to sports and recreational activities based on subscription payments, and offers and provides other services/products available through the Interactive service.

4.10.1. All services available through the Interactive service, Emergo is obliged to provide in accordance with these Terms and Privacy Policy, which are valid on the day when the User accepts the offer.

4.10.2. It is considered that the user has accepted the offer when they have selected the field "I agree with the Terms of Use and Privacy Policy" via the Interactive service.

4.10.3. For the use of the Interactive service, the User is solely responsible for the procurement, maintenance of hardware and software they use, and if they do not use their own equipment and software, they are solely responsible for choosing the hardware or software through which they access the Interactive service. The User is responsible for the equipment necessary to access and use the Interactive service and independently bears all costs related to the use and maintenance of access hardware and software.

4.10.4. Emergo service prices are presented through the Interactive service and include VAT.

4.10.5. Emergo services offered through the Interactive service are packaged services tailored to different Users, and the terms of each package cannot be changed; by accepting the service, the package is accepted in its entirety.

4.10.6. Any package of the Interactive service provides access to sports facilities published as service providers through the Interactive service, and usage is subject to the terms of use of each individual facility for which Emergo is not responsible, as well as the type of membership, which depends on the selected package.

4.10.7. Emergo does not own, nor does it own products/services that are promotional offers through the Interactive service. For all problems and deficiencies that may arise during the use of sports and recreational facilities, including the delivery or deficiencies of products/services, the exclusive responsibility lies with Emergo's Partners whose products/services are offered through the Interactive service.

4.11. Opening a user account

4.11.1. The condition for using any of the Interactive Service packages is opening a user account through the Interactive Service.

4.11.2. Opening a user account is done by filling out the existing account opening form, where the user enters their data, or for corporate users, by filling out a specific form and signing a contract with the company.

4.11.3. When opening an account, users are obliged to provide accurate personal information. Personal information accurately identifies an individual user. To provide the Interactive Service, users are required to enter their personal information necessary for using specific options into the appropriate online form. Personal information such as full name and email address is necessary when using the Interactive Service and other services.

4.11.4. If payment for the Interactive Service is made through the Interactive Service, users are required to provide Emergo with information about the payment card number used for payment, its expiration date, authorization code, and, depending on the card, other information necessary for its use.

4.11.5. If a user does not wish or cannot enter the information required to open an account or provide a specific Interactive Service, the user will not be able to open a user account or use that Interactive Service.

4.11.6. By opening a user account as per Section 4.11.1, the user confirms that they agree with the Terms in full, that they have read, understood, and accepted them, as well as the Privacy Policy.

4.11.7. If a user requests their necessary data for using the Interactive Service to be deleted, Emergo will no longer be able to provide the Interactive Service to the user, and the user's account will be closed.

4.11.8. Emergo is not obligated to individually verify the accuracy of personal data. If Emergo learns during the provision of the Interactive Service that the provided data is inaccurate, Emergo is authorized to terminate the subscription for the Interactive Service, delete the user account with inaccurate data, and notify all Partners accordingly.

4.12. Subscription cancellation and account closure

4.12.1. In the event of subscription cancellation, the user is not entitled to a refund of funds paid for using the Interactive Service, while retaining the right to use the remaining terms within the service expiration period.

4.12.2. In the event of account closure due to a user's request to delete data necessary for using the Interactive Service or any other breach of user obligations, the user will no longer be able to use the Interactive Service, nor the remaining number of terms to which the user subscribed.

4.12.3. The user agrees that the right to object to unused terms is only in accordance with the "Complaint and Refund" section, and waives the right to a refund of funds paid in proportion to unused terms due to

the inability to use the Interactive Service resulting from the closure of the user's account due to the user's request for data deletion or any other breach of obligations.

4.13. Modification of the Interactive Service

4.13.1. Emergo reserves the right to modify or discontinue any part of providing the Fitpass service at any time, whether the modification pertains to service content or the Interactive Service itself.

4.13.2. Changes under Section 4.13.1 include, without limitation, availability times, content, and equipment necessary for accessing or using the Interactive Service.

4.13.3. Emergo reserves the right to change the price, quantity, and type of services offered in Interactive Service packages, as well as the types of service packages depending on the offerings of Partners who actually provide the services.

4.13.4. Emergo shall not be liable for changes in the availability of services or facilities provided by Emergo's Partners, and will inform the user in a timely manner following Emergo's notification by its Partners.

4.14. Contract withdrawal

4.14.1. The client has the legal right to withdraw from using Interactive Services within 14 days from the account creation date, without justification and additional costs, if the client has not used the services of Partners within the specified period. The client exercises the right to withdraw from the contract if within 14 days they unequivocally submit a statement of withdrawal from using Interactive Services to the email address kontakt@fitpass.me.

4.14.2. In case of withdrawal from using services, the refund of funds to the client will be made by refunding the funds to the client's card no later than 14 days from receipt of the contract withdrawal notice.

4.15. Complaint and refund

4.15.1. Emergo keeps a record of received complaints for at least two years from the date of submission of the complaint by the user. When processing personal data of consumers, Emergo acts in accordance with regulations governing personal data protection.

4.15.2. Emergo will issue an acknowledgment of receipt of the complaint to the user electronically.

4.15.3. Records of received complaints are kept in electronic form and contain the name and surname of the user and the date of receipt of the complaint, details of the package, a brief description of non-compliance and the complaint request, the date of issuance of the acknowledgment of receipt of the complaint, the decision on the response to the user, the date of delivery of that decision, the agreed reasonable deadline for resolving to which the consumer agreed, the method and date of resolving the complaint, as well as information on extending the deadline for resolving the complaint.

4.15.4. Emergo is required to respond to the user's complaint electronically within eight days of receiving the complaint. Emergo's response to the user's complaint must include a decision on whether it accepts the complaint, an explanation if it does not accept the complaint, an explanation of the consumer's request for how to resolve it and a specific proposal for the deadline and method of resolving the complaint if accepted. The deadline for resolving the complaint is 15 days from the date of the response to the user.

4.15.5. Emergo must act in accordance with the decision and proposal for resolving the complaint if it has received the user's prior consent. The deadline for resolving the complaint is interrupted when the user receives Emergo's response under item 4.15.4 of this section and starts running again when Emergo receives the user's response. The user is obliged to respond to Emergo's response within three days of receiving Emergo's response. If the user does not respond within the prescribed period, it shall be deemed that the user does not agree with the seller's proposal under item 4.15.4.

4.15.6. If, due to objective reasons, Emergo is unable to meet the user's request within the prescribed period, Emergo is obliged to notify the user of the extension of the deadline for resolving the complaint and to state the deadline within which it will resolve it, as well as to obtain the user's consent, which it is obliged to record in the record of received complaints. The deadline for resolving the complaint can only be extended once.

4.15.7. If Emergo rejects the complaint, it is obliged to inform the user about the possibility of resolving the dispute out of court and the competent bodies for out-of-court resolution of consumer disputes. The right to a refund applies to the user to whom Emergo's Partner has decided not to or cannot provide the Interactive Service in accordance with the method described through the Interactive Service.

4.15.8. The user can submit a complaint request to the email address: kontakt@fitpass.me.

4.15.9. In the event of a refund to a buyer who has previously paid with a credit card, partially or in full, regardless of the reason for the return, the buyer is obliged to make the refund exclusively through VISA, EC/MC and Maestro payment methods, meaning that the bank will refund the funds to the user's account at the request of the seller.

4.16. Pausing the use of the Interactive Service

4.16.1. Individual users who independently pay for Interactive Services with multi-month memberships of Interactive Services gain the right to pause the use of the Interactive Service once per activated package without specific justification.

4.16.2. Upon expiration of the selected pause period, the use time of the Interactive Service will automatically continue, and the individual user retains the right to use the remaining days and unused credits.

4.16.3. The right to pause the use of the Interactive Service is exercised by submitting a request to customer support.

4.17. Payment

4.17.1. The payment card or current account used during user registration will be charged for the subscription amount or the same amount of terms to which the user has decided in the billing period.

4.17.2. The user undertakes to state whether they wish to continue using the Interactive Service before the specified deadline.

4.17.3. The user undertakes to use online payment when settling the subscription amount.

4.17.4. All payments will be made in the legal tender of Montenegro - euro (EUR). The amount to be debited to the user's payment card will be expressed in the legal tender.

4.18. Payment security

4.18.1. When paying by credit card, the user enters the mandatory information from section 4.11.3 and these data are considered confidential and specially protected.

4.18.2. Confidential credit card information is transmitted over the public network in a protected (encrypted) form using SSL (Secure Socket Layer) protocol and PKI system. The security of user credit card data during purchase is guaranteed by the payment card processor, "WSPAY", so the entire payment process takes place in a secure environment. At no time are credit card data available to our system.

5. Privacy Policy

5.1. Questions regarding the protection of users' personal data are addressed in the Privacy Policy, available at: Privacy Policy.

6. Communication

6.1. The user agrees that all interactive options, especially communication via private messages, chats, blogs, forums, or similar means of messaging, are public and not confidential. Emergo may monitor such communication content without user knowledge or specific approval.

6.2. Upon opening an account via the Interactive Service and registration, the user will receive email messages, including Administrative email messages and Promotional email messages.

6.3. Administrative email messages relate to user activity within the Interactive Service and include messages regarding user accounts, requests, inquiries, and messages related to purchases or payments for the Interactive Service or subscriptions. If the user does not wish to receive this type of message, they will not be able to use the Interactive Service.

6.4. Promotional email messages are used for advertising the Interactive Service offerings by Emergo, and such messages are sent to users who have opted in to receive Promotional email messages. The user can opt out of receiving such messages at any time after registration by clicking the unsubscribe button in each individual email message.

7. Minors

7.1. Individuals under the age of 15 may use the Interactive Service with limited functionality, provided that parents or legal guardians can allow their children to use certain services. During the use of the Interactive Service, a parent or legal guardian must be present, and only one person can use it on that day.

8. Limitation of Liability

8.1. The user understands and agrees that they use the Interactive Service and its content solely at their own risk.

8.2. Limitation of Emergo's liability due to technical deficiencies:

8.2.1. The user acknowledges and agrees that technical problems may occur during the use of the internet network, leading to interruptions in the Interactive Service. Such events are beyond Emergo's control, and therefore, Emergo is not responsible for any loss of data or other events that may occur during the provision of the Interactive Service.

8.2.2. The user agrees that access to the Interactive Service may sometimes be interrupted, temporarily unavailable, or disconnected due to reasons such as regular maintenance of the Interactive Service and other reasons for which Emergo is not responsible and for which Emergo cannot bear consequences.

8.2.3. Emergo is in no way liable for any damages that may arise as a result of the use or inability to use the Interactive Service, in whole or in part. The user expressly declares that they will not hold Emergo, its affiliates, responsible persons in the company, employees, and agents liable for any damages and costs, including legal representation costs, that may arise from the use of the Interactive Service by the user.

8.2.4. Emergo, nor any third party associated with it, does not guarantee in any way that the use of the Interactive Service will not be interrupted or that it will be free from operational difficulties. Emergo is not and cannot be held responsible for the consequences that may arise from the use of this Interactive Service, nor for the accuracy, reliability, or content of any information, service, or goods provided through the Interactive Service.

8.2.5. Emergo excludes any liability for any damages to the equipment, hardware, and software of the user that may occur as a result of using the Interactive Service.

8.2.6. This liability statement applies to all damages or potential injuries caused by any error, deletion, interruption, computer virus, malfunction, delay in operation or transmission, communication line interruption, theft, contract termination, destruction, or unauthorized access, changes or misuse of records, inappropriate behavior, negligence, or any other action.

8.2.7. Due to the nature of the internet network, Emergo cannot guarantee complete protection of any information transmitted via the Interactive Service, and therefore, Emergo is not and cannot be held responsible for any harmful actions by third parties who unlawfully receive and use or misappropriate such confidential information.

8.2.8. Information that the user publishes in public parts of the Interactive Service may also be available to other users and third parties, and as such, it may appear on other internet pages or web search engines without the user's knowledge. In such a case, Emergo is not and cannot be held responsible for any potential damages incurred by the user.

8.3. Emergo's Limitation of Liability for Content Posted by Users or Third Parties

8.3.1. The user agrees that Emergo is not responsible for inappropriate or unlawful behavior by other users or third parties, and that the risk of any potential damages lies entirely with the user.

8.3.2. Emergo does not guarantee the accuracy, completeness, or usefulness of any content available through the Interactive Service posted by users, third parties, or unauthorized users.

8.3.3. Emergo is not and cannot be held responsible for any loss or damage incurred by the user relying on information obtained through the Interactive Service.

8.3.4. Emergo expressly disclaims all content liability from third-party websites accessible through the Interactive Service. If the user accesses third-party websites, they do so solely at their own risk, which includes all disclaimers of Emergo's liability.

8.3.5. Emergo disclaims any responsibility for the use of personal information by third parties to whom such information must be forwarded for purposes other than those for which the information was transmitted, and Emergo is not and cannot be held responsible for any resulting damages to the user on this basis.

8.4. Limitation of Emergo's Liability for Interactive Services

8.4.1. Emergo does not own, nor does it own the products/services offered through its Interactive Service, and therefore cannot be held responsible for potential legal and material deficiencies in the products/services offered. For any deficiencies related to the delivery or deficiencies of products/services provided by any Partner of Emergo, only that Partner can be held responsible.

9. **Invalidity of Terms, Sales Terms, and Privacy Statements**

9.1. If any provision of these Terms or the Privacy Policy is found to be void, such nullity will not affect the validity of any other provision of these Terms or the Privacy Policy, and the remaining parts of these Terms and the Privacy Policy will remain in force, and the null provision will be replaced with a valid provision that most closely matches the intent and legal will of the null provision.

9.2. If any party does not enforce its rights under these Terms or the Privacy Policy, it shall not be deemed a waiver or loss of those rights or any other rights stated herein.

10. **Dispute Resolution**

10.1. All disputes that may arise regarding or from these Terms or the Privacy Policy, or in connection with or due to the use of the Interactive Service, between Emergo and the User, will be attempted to be resolved amicably by Emergo and the User.

11. **Entry into Force:** If Emergo and the User fail to resolve the dispute amicably, the materially competent court in Podgorica will be competent to handle the dispute. Entry into Force:

11.1. These Terms of Use shall enter into force on the date of adoption and notification to the User via the Interactive Service or by email, or on another date specified by email or the Interactive Service.