

BXNG OY – GENERAL MEMBERSHIP TERMS

Effective from 1 February 2023

1. GENERAL

1.1

These general BXNG membership terms apply to the agreement between the person named in the BXNG membership agreement ("Membership Agreement") ("Member") and BXNG OY. These terms form an essential part of the agreement.

By purchasing a membership, single-use passes, or a course, the Member agrees to these terms.

In addition to these general terms, special terms may apply to individual services or offers that are not part of BXNG's normal range of services. Any such special terms will be communicated separately.

2. BXNG MEMBERSHIP

2.1

The membership is valid for the period specified at the time of purchase or until further notice, and it may be terminated after the specified commitment period (**6 paid months**).

2.2

A person may obtain a BXNG OY membership if:

- They are of legal age; and
- They have no outstanding unpaid payments to BXNG OY from a previous membership; and
- Their general state of health, as assessed by BXNG OY's staff, allows them to train without an obvious risk to their health or an obvious risk of injury.

2.3

The membership is personal and cannot be transferred to another person.

The membership is valid from the date agreed upon at the time of purchase or from the date the membership is ordered.

The type and duration of the membership are determined at the time of purchase.

2.4

The Member is responsible for paying BXNG OY membership fees and other training-related fees independently through BXNG OY's website at www.bxng.fi.

3. MEMBERSHIP BENEFITS

3.1

The membership gives the Member the right to train at the designated sports facility within the scope specified in the Membership Agreement and in accordance with the training opportunities and other services offered by BXNG OY at any given time.

Information about BXNG's current services and membership benefits is available on BXNG's website at www.bxng.fi.

3.2

BXNG OY cannot always guarantee the availability of a place in a particular training session selected by the Member. Availability may be limited, for example, due to the maximum number of participants, the nature of the training activity, equipment requirements, safety considerations, or other operational limitations.

3.3

BXNG OY reserves the right to cancel or reschedule an individual group training session if there are insufficient bookings to operate the session in a commercially and operationally reasonable manner.

If a training session is cancelled for this reason, BXNG OY will notify affected Members as soon as reasonably possible. Any booking or membership credit used for the cancelled session will be returned to the Member and may be used to book another available training session.

The cancellation of an individual training session under this clause does not entitle the Member to a refund or other compensation where BXNG OY provides a reasonable opportunity to attend an alternative available session.

4. MEMBER'S COMMITMENTS

4.1

The Member agrees to:

- Reserve a place in the desired training session before the session begins through BXNG's website.
- Check in through the mobile application at the training facility's reception upon arrival, always before starting training or any other activity.

- Familiarize themselves with and comply with BXNG OY's safety rules, regulations, and other instructions applicable at the time.
- Follow the advice given by BXNG's staff regarding training methods and training equipment.
- Behave appropriately and not disturb other people who are present at the training facility.
- Notify BXNG of any changes to their contact information.
- In the event of absence, cancel a previously reserved session at least **2 hours before** the scheduled start time. Sessions cancelled less than two hours before the start time, as well as sessions that are not cancelled at all, will incur a **€5 fee** charged by BXNG.
- Reserved private sessions must be cancelled at least **12 hours before** the scheduled start time.

5. FORCE MAJEURE AND LIMITATION OF LIABILITY

5.1

BXNG OY is not responsible for an interruption or restriction of training opportunities caused by circumstances beyond BXNG's control that could not reasonably have been anticipated, avoided, or overcome, such as fire or water damage or other serious damage, natural disasters, or decisions by public authorities

The Member is not required to pay the monthly membership fee for such a period.

5.2

BXNG is not responsible for any injuries or accidents that may occur to the Member during training, nor for any examination or treatment costs resulting from such injuries or accidents.

The Member is responsible for ensuring that they have valid insurance coverage.

5.3

BXNG OY is not responsible for damage to or loss of property brought by the Member to BXNG OY's fitness facility and will not compensate for such losses.

6. PRICES AND PAYMENT

6.1

Any joining fee and administrative fees charged from the Member when joining, as well as membership fees charged during the commitment period, are specified in the Membership Agreement according to the type of membership.

The amount of the Member's membership fee remains unchanged throughout the commitment period.

6.2

BXNG OY has the right to change its price list.

Any change concerning membership fees will take effect no earlier than after the currently ongoing commitment period has ended.

However, BXNG OY has the right to change the membership fee with immediate effect if the VAT included in the membership fee changes, or if another tax or public charge becomes applicable to the membership fee.

In such cases, the price change will be limited to the portion corresponding to the relevant VAT, tax, or public charge.

BXNG OY is not required to separately notify Members of changes to VAT or other taxes or public charges, or of new taxes or public charges.

6.3

If the Member does not pay an invoice on time, BXNG OY or a party authorized by BXNG OY may send a payment reminder regarding the overdue monthly fee.

BXNG OY or the party authorized by BXNG OY has the right to charge the Member reasonable collection costs for the payment reminder.

BXNG OY or the party authorized by BXNG OY has the right to charge statutory late-payment interest from the due date.

If the reminder invoice is not paid within the additional payment period granted, the invoice will be transferred for collection. BXNG OY or the party authorized by BXNG OY has the right to charge the Member, in addition to statutory late-payment interest, any applicable collection costs.

7. PAUSING AND TERMINATION OF MEMBERSHIP

7.1

For six-month membership agreements, the Member may, if desired, pause the membership for **two (2) weeks**, during which no membership fee will be charged.

The Member must notify BXNG by email of the membership pause **one (1) calendar month before** the pause begins.

7.2

Courses and single-use visits cannot be paused or cancelled.

7.3

The Membership Agreement remains valid until further notice, but for at least the commitment period specified in the Membership Agreement, until the Membership Agreement is terminated.

During the commitment period, the Member may terminate the Membership Agreement in writing so that it ends when the commitment period expires, provided that the termination is made **at least one (1) month before** the date of the final direct-debit payment specified in the Membership Agreement.

After the commitment period has ended, the Member may terminate the Membership Agreement at any time in writing with a **one (1) calendar month notice period**.

In this case, the notice period is calculated from the last day of the calendar month in which the termination is submitted.

7.4

BXNG OY has the right to temporarily lock the membership or terminate the Membership Agreement with immediate effect if the Member materially breaches the Membership Agreement in the ways described below and, after receiving a request from BXNG OY to correct the situation, fails to take adequate corrective action.

This includes, for example:

- Failure to pay monthly membership fees or other payments, such that despite receiving a payment reminder, the payment has not been made within **30 days of the invoice due date**.

7.5

The Member has the right to terminate the Membership Agreement due to an exceptional and unexpected event affecting the Member, such as:

- serious long-term illness;
- permanent disability;
- moving abroad for a period longer than temporary; or
- another unforeseen change in life circumstances that makes it unreasonable to continue the Membership Agreement.

This right applies even if the commitment period specified in the Membership Agreement has not yet ended.

Termination on these grounds requires **BXNG OY to approve the reason for termination**.

8. CHANGES TO THE GENERAL TERMS

8.1

BXNG OY has the right to amend these general terms for a justified reason.

9. INFORMATION AND NOTICES

9.1

Notices submitted by the Member under the Membership Agreement, including termination notices, must be sent by email to BXNG OY's email address.

Such notices become effective when BXNG OY has confirmed in writing that they have been received.

Contact information is available on BXNG OY's website at www.bxng.fi.

10. PERSONAL DATA

10.1

BXNG OY processes the personal data provided by the Member in order to process and manage the membership and for activities to which the Member has given consent.

The processing of the Member's personal data is governed by the **General Data Protection Regulation (GDPR)**.

10.2

BXNG processes information concerning the Member for marketing purposes in accordance with applicable data protection legislation.

If the Member has given explicit consent, BXNG OY and BXNG OY's partners may send direct marketing to the Member electronically, including by email and text message.

The Member may at any time notify BXNG in writing that they wish to restrict or completely withdraw their consent.

If the Member has stated that their information may not be used for direct marketing, their information will not be used for this purpose.

By accepting these terms, the Member agrees to comply with these rules.