

PRIVACY POLICY OF FIT-PRO LIMITED LIABILITY COMPANY

The purpose of present Privacy Policy (hereinafter referred to as the **Policy**) to declare and represent the data management practice and principles of **Fit-Pro Limited Liability Company** (hereinafter referred to as **Data Manager**) regarding the **Website** (www.e-fit.com and related webpages operated by the Controller), the **Application** (E-Fit Electro Fitness Mobile Application) and the related services (hereinafter referred to as the **Services**).

Data Manager settled its privacy provisions according to Act No. CXII of 2011. on the right of informational self-determination and freedom of information (hereinafter referred to as **Info tv.**) and other related and relevant Hungarian Laws.¹ The Policy shall be construed in accordance with the Laws mentioned hereinabove.

Please, read the Policy carefully before you start using the Services. If you do not agree with any of the following provisions or your personal conditions do not fit with these provisions please, refrain from the usage of the Services.

By accepting this Policy, you declare, that the Data Manager has provided you expressed and detailed information about all relevant facts and circumstances regarding the data management – in particular – about the purpose of data management, period and legal basis of data management, the entities entitled to manage, process and access the data.

DATA MANAGER

Details of the Data Manager:

Name of the Company:	Fit-Pro Limited Liability Company
Official seat:	HU-1054 Budapest, Szabadság tér 7.
Corporate registration number:	Cg. 01-09-968531
Registering authority:	Company Registry Court of Budapest-Capital Regional Court

Data manager's registration number: NAIH-88877

DATA PROCESSOR(S)

The Data Manager entrusts the following legal entities with performance of technical tasks in connection with data processing operations. Data Manager reserves the right to involve other data processors in the future, whereof the Data Manager will inform the users of Services (hereinafter referred to as **User**) by the modification of the Policy.

¹ **Related acts:**

Act No. CXIX of 1995 on the use of name and address information serving the purposes of research and direct marketing;
Act No. CVIII of 2001 on Certain Issues of Electronic Commerce Services and Information Society Services
Act No. XLVIII of 2008 on the Essential Conditions of and Certain Limitations to Business Advertising Activity

Details of Data processors:

Name of the person: Tamás Biacsi
Address: HU- 8600 Siófok, Erkel Ferenc utca 46. H. 2/6
Sole entrepreneur's registration number: 50962729

Name of the Company: ICT Megoldások Kft.
Official seat: HU-1072 Budapest, Dob utca 52.
Corporate registration number: Cg. 01-09-194754
Registering authority: Company Registry Court of Budapest-Capital
Regional Court

Data Manager respects the User's rights to privacy and personal data. Present Policy provides information about the scope of the managed data related to the User as well as the purposes of data processing.

The Policy shall apply only to Services operated by the Data Manager.

1. GENERAL PROVISIONS

- 1.1.** The purpose of this Policy is to lay down the principles and practice of data management regarding the data acquired by the Data Manager by virtue of the permission of the User as well as to ensure the appropriate protection of such data during the usage of Services.
- 1.2.** Personal data shall mean any and all personal data that could be linked to the User especially, but exclusively, the name and identification number, one or more factors specific to the User's physical, physiological, mental, economic, cultural or social identity as well as conclusions drawn from the data.
- 1.3.** Should the Data Manager intend to use the given data for a purpose different from what the permission was granted, the Data Manager shall inform the User about this intention immediately, and seek for the User's prior written consent. If the User fails to respond to such notice, it shall be deemed as the User did not give her/his consent for the Data Manager to manage the subject data for different purposes.
- 1.4.** Data Manager shall inform the User at his/her request about its data management activity via post or e-mail.
- 1.5.** Data Manager engages itself to take every technical and administrative measures under the principle of reasonable conduct, furthermore configure those rules of procedure of data management, which are eligible to ensure the safety of the collected, stored and managed data. This present provision shall apply appropriately to those events as well, when Data Manager grants access to the data for a third party.
- 1.6.** Data Manager shall take all necessary measures under the principle of reasonable conduct to prevent and avoid the destruction, unauthorized access(es), unauthorized usage(s) or any alteration of data.

- 1.7. Data Manager engages itself to contract with Data processor and to transfer data to third parties who acknowledge the provisions of this present Policy as binding to them as well.

2. SCOPE OF THE POLICY

- 2.1. The scope of the present Policy shall pertain to all Users. Users shall be entitled to use the Services only after the acceptance of the present Policy.
- 2.2. The present Policy comes into effect on the 1th of January, 2018 and shall be effective for an indefinite period of time, but until the Data Manager carries out data management activities.
- 2.3. User hereby acknowledges that the Data Manager reserves its right to review and amend the Policy from time to time without a prior notice, and will be duly informed by the Data Manager about the amendment of the Policy. The amended Policy shall be effective by and on the day of publication on the Website. User acknowledges that in such case her/she may only be entitled to continue to use the Services after reviewing and accepting the provisions of the amended Policy. Otherwise the User shall request for deletion of his/her data according to the provisions of clause 7.
- 2.4. User provides User related data after his/her prior consent regarding the management and data processing, during setting up a personal account, or registering for the Newsletter, or contacting with the Controller and the using of the Services.

3. PROCESSING OF USER RELATED DATA

3.1. Setting up a personal account

- 3.1.1. In order to use the Application operated by the Data Manager the User shall set up a personal account secured by a password (hereinafter referred to as the **Personal account**), during which the User shall provide his/her data detailed under clause 3.1.2., with the exemptions listed there.
- 3.1.2. The data required for setting up a Personal account:
- full name
 - e-mail address
 - country
 - city
 - profile picture*

Data marked with „*“ is not obligatory during setting up a Personal account or to use the functions of the Application.

- 3.1.3. The purpose of the data management is to identify the User, thereupon the User gets access to personalized functions and services related to the Application – such as booking a training occasion in the chosen E-Fit Gym, communication through the Application with E-Fit Trainers and reviewing training statistics gained with the help of E-Fit products.

The legal basis of data management is the free and expressed consent of the User, based on the appropriate information provided by the Data Manager. The User grants his/her consent before setting up a Personal account by sending his/her request for it and marking the given checkbox.

3.2. Signing up for the Newsletter

- 3.2.1.** User may sign up for electronic newsletter related to E-Fit products and services (hereinafter referred to as the **Newsletter**), together or without setting up a Personal account on the Website, or another appropriate way.
- 3.2.2.** Data required for signing up for the Newsletter:
- full name
 - e-mail address
- 3.2.3.** The purpose of the data management is sending e-mails from time to time, containing a standard Newsletter for the User about the new products and services of the Data Manager and its partners, the related promotions and preferential offers, authorized retailers, contact information of the E-Fit Gyms, furthermore, about advices in connection with healthy living, sporty and active lifestyle.
- 3.2.4.** The legal basis of data management is the free and expressed consent of the User, based on the appropriate information provided by the Data Manager. To express his/her consent the User shall mark the given checkbox, or send the written consent to the Data Manager.

3.3. Contact of the Data Manager through the Website or via postal address

- 3.3.1.** User could establish contact with the Data Manager through the Website or via its postal address detailed under clause 13. (hereinafter referred to as the **Contacting**).
- 3.3.2.** Data required in this case:
- full name
 - e-mail address/postal address
- 3.3.3.** The purpose of the data management is to identify the User and to send proper information to the e-mail or postal address of the User.
- 3.3.4.** The legal basis of data management is the free and expressed consent of the User, based upon the appropriate information provided by the Data Manager. The User grants his/her consent for the data management by sending or forwarding the e-mail or postal message.

4. PERFORMANCE DATA

- 4.1.** During the usage of certain products, manufactured by the Data Manager, data – detailed under clause 6.3. – arises (hereinafter referred to as the **Performance data**), which may be accessed through the User's Personal account once she/he has already established one. If the User does not have an own Personal account, the Data Manager shall store and use such data without any personal reference to the User.

- 4.2. The provisions of this present Policy are applicable to Performance data, only if such data has any personal reference to the User, or the User could be identified through them.
- 4.3. Performance data are the following:
 - date and place of the training
 - information about the applied training programme
 - burned up calories
 - development progress of muscles
- 4.4. The Data Manager manages and use Performance data in order to process such data and to prepare personalised training programmes, monitor the usage of E-Fit Gyms and E-Fit Trainers, develop the company itself and its products, expand the services and capacity of E-Fit Gyms, furthermore to improve provided services towards the User.
- 4.5. The legal basis of data management is the free and expressed consent of the User, based upon the appropriate information provided by the Data Manager. The User grants his/her consent by the setting up a Personal account and together with use of certain E-Fit products and services.

5. RIGHT OF THE USER REGARDING ITS MANAGED DATA

- 5.1. Upon the User's request the Data Manager shall provide information concerning the data relating to him/her, including the data processed by a data processor on behalf of the Data Manager or according to his/her notice, the sources from where the data have been obtained, the purpose, grounds and duration of the data management, the name and address of the data processor and its activities relating to data processing, and – if the personal data of the User was made available to a third party – the legal basis and the recipients.
- 5.2. The User – beside that he/she shall identify him/herself – shall contact the Data Manager directly in order to get information mentioned in point 7.1.
- 5.3. Upon the User's request the Data Manager shall send the required information comprehensibly in writing within 25 days after the receipt of such request.
- 5.4. In order to verify the legitimacy of the data transfer and for informing the User, the Data Manager shall maintain a data transmission record, showing the date of time of transmission, the legal basis of transmission and the recipient, description of personal data transmitted, and other information prescribed by the relevant legislation on data processing.
- 5.5. User is entitled to request from the Data Manager the rectification of his/her personal data on the same way as mentioned under clause 7.2.
- 5.6. User may request the deletion of his/her personal data from the Data Manager on the same way as mentioned under clause 7.2. If the User has a Personal account, the related personal data could be deleted only if the User requests the deletion of his/her Personal account as well. Deletion of a Personal account shall not affect the statistics made from the Performance data of the User in a way of making the performance data unsuitable for identification (hereinafter referred to as the **Statistics**).

- 5.7. The User may request the Data Manager to block his/her personal data. Instead of deletion, the Data Manager blocks the personal data if – based on information available – deletion would presumably violate the rightful interests of the User. In this case the Controller shall be obliged to delete the certain personal data forthwith right after the objective of the data control excluded, at latest within 15 days.
- 5.8. User may object against the management of his/her personal data, if it is controlled or transferred only in order to enforce the interests of the Data Manager or any third party, if the personal data is used or transferred for direct marketing purposes or if other cases shows up defined by law.
- 5.9. Should the Data Manager fail to fulfil the request of the User regarding the correction, blocking or deletion of the data, the Data Manager shall provide the reasons and legal grounds for rejecting the request submitted in connection with the correction, blocking or deletion of the data within a period of 25 days after the receipt of the request. Should the request for correction, blocking or deletion be rejected, Data Manager shall notify the User of the possibility of legal redress or turning to Hungarian National Authority for Data Protection and Freedom of Information (hereinafter referred to as **NAIH**).
- 5.10. User may unsubscribe anytime free of charge and without justification from the Newsletter – together with the request of the deletion of the related personal data from the Data Manager's direct marketing record – according to the information provided in the Newsletter or under clause 7.2. of this present Policy.

6. DURATION OF USER-RELATED DATA CONTROL

- 6.1. Data shall be managed for an indefinite period of time commencing on the day of the User's expressed consent to the data management ending on the day of deletion of the data. Data Manager shall delete the managed data upon the request of the User or in case the purpose of the management has been fulfilled. Data Manager shall delete the managed data forthwith, but within 15 days at the latest after the receipt of such request or the day when the Data Manager became aware of the fulfilment of the purpose of the data management.
- 6.2. If the User does not sign in to his/her Personal account and the related data have not been modified or updated for two years since the last sign-in, the Data Manager shall interpret it as the fulfilment of the purpose of the data management.
- 6.3. If the User did not contact the Controller at least for 6 months after the last contact, the Data Manager shall interpret it as the fulfilment of the purpose of the data management regarding the data provided by the first contact.
- 6.4. Logged data shall be managed for 6 months from the last visit of the User on the Website. The system automatically overwrites the data upon the next visit by the User.
- 6.5. The above mentioned provisions do not affect the Data Manager's legal obligation to protect the data prescribed by the relevant laws.

7. INFORMATION COLLECTED REGARDING THE USAGE OF THE WEBSITE

- 7.1.** In order to ease the usage of the Website the Data Manager uses anonymous visitor identifier, so-called cookies, which shall not be connected to other User-related data originated from different sources. A cookie is a small file containing the browsing antecedents of the User regarding a Website. When the User visits the Website again, the cookie allows this site to recognise the User's browser. The User shall accept the use of cookies by the visit of the Website.
- 7.2.** The Website may use the cookies of third party service providers – especially commercial company's - cookies. The privacy policies and principles apply relating to such cookies. The Data Manager does not take any responsibility for the management of such data.
- 7.3.** The User may change the settings of the cookie policy in his/her browser. The device used by the User may have other cookie operators.
- 7.4.** The User acknowledges that certain Services may need cookies to function properly, any restrictions of the cookies by the User may affect the operation of such Services.
- 7.5.** In case the User uses the Services, he/she authorizes the Data Manager – together with certain third parties – with the help of cookies and similar technologies (*local shared object, HTML5 local storage, beacon*) to collect and store non-personal data, furthermore acknowledges that the Data Manager may forward, transfer and grant access to this data for third parties. The User accepts that the Data Manager may use Google Analytics to analyse the traffic to the Website and the Application.
- 7.6.** The Website automatically collects and stores certain information on its related server for the purpose of system administration, statistic and security considerations every time a User visits it. This information may be contain data about:
 - internet service provider of the User
 - IP-address of the User
 - type of browser and operation system used by the User
 - webpage wherefrom the User visited the Website
 - webpages, the User visited on the Website.
- 7.7.** One may react and deduce from data referred to under clause 9.6. *User behavior and trend sas well as misuse; technical issues*. The Data Manager may analyse user behaviour, prepare statistics, develop and improve the website with the help of the data gathered. The Data Manager reserves its right to disclose, forward to third parties or sell such data without the knowledge and confirmation of the User.
- 7.8.** The above referred data is not eligible to identify the User, furthermore may not be linked to personal data granted by the User.

8. DATA SECURITY

- 8.1.** The User shall provide and maintain true and accurate data during setting up and the usage of his/her Personal account and the Services. The Data Manager is not able to check or inspect the

given data, User shall update the given data within 15 days after any change via the contacts detailed under clause 13. or by modifying the user settings of the Application.

- 8.2. In order to protect the given data and to reduce the possibility of misuse or abuse, the User shall be obliged to choose acutely an appropriate and safe password for his/her Personal account and to provide true and accurate data for the Data Manager.
- 8.3. The Data Manager hereby expressly excludes its liability towards third parties if false or inaccurate data has been provided by the User. The User who provides false data or abuses personal data may bound by civil and criminal liability.
- 8.4. The Data Manager engages itself not to allow third parties to access the managed and User-related data, unless an official decision or a relevant law obligates it to do so.

9. SCOPE OF PERSONS WHO HAVE ACCESS TO THE MANAGED DATA

- 9.1. The managed personal data is accessible only for the Data Manager's employees, executive officers, owners and contracted data processors of the Data Manager according to this present Policy and the relevant laws.
- 9.2. User hereby acknowledges that the Data Manager is entitled to cooperate with third parties and transfer them certain data about the User – such as name, e-mail address, address, and phone number –, to keep records of the purchased season-tickets, booked training occasions, and in order to ensure the related payment transactions. The Data Manager shall be obliged to ask for the prior and expressed consent of the User in each case of the above mentioned data transfer events.
- 9.3. The Processor, engaged by the Data Manager, could cooperate with a third party data processor only after obtaining the prior permission of the Data Manager thereto. The Processor may not make any decision on the merits of data processing and shall process any and all data entrusted to him solely as instructed by the Data Manager; the Processor shall not engage in data process for his own purposes and shall store and protect the personal data according to the instructions of the Data Manager.
- 9.4. The User authorizes E-Fit Trainers to access his/her performance data and personal data granted during setting up the Personal Account during training occasions and communication via the Application. The purpose of access of the E-Fit Trainers is to prepare appropriate training programs and – if the User initiates - communication with the User.
- 9.5. The E-Fit Trainers do not qualified as data managers or data processors, data shall not be transferred to them and they do not store User related data.

10. DISPUTE RESOLUTION

- 10.1. User may turn with a complaint or a claim to the competent court or to the NAIH in order obtain legal redress in connection with an infringement of his/her rights.

10.2. The User agrees, that before he/she turns with a complaint or a claim to the competent court or to the NAIH, contacts the customer service of the Data Manager in order to resolve the dispute amicably. The User shall provide the details of the complaint in writing and send it via post or via e-mail to the Data manager or to its local partner. The Data Manager and its local partners reserves 30 days to answer such complaint.

11. CONTACT US

If you have any further questions about or reflections on the data management practice of the Data Manager, please do not hesitate to contact us via the following channels:

Fit-Pro Kereskedelmi és Szolgáltató Kft.

1054 Budapest, Szabadság tér 7. VI. em. (Bank Center, Gránit torony)

Official website:

<http://e-fit.com/>

E-mail:

customerservice@e-fit.com

Contact information of the data processor:

ICT Megoldások Kft.

1072 Budapest, Dob utca 52.

Official website:

<http://ict.hu/>

E-mail:

info@ict.hu

Biacsi Tamás

E-mail:

biacsi930@gmail.com