

Appendix 2

Terms and Conditions of Use of the UpFit App

The present terms and conditions of use (hereinafter referred to as " **Terms and Conditions** ") define the rights and obligations of the persons who connect to the UpFit Application ("UpFit App").

The mobile application UpFit is made available to you by "**Up Hellas**" S.A. with headquarters in Dragatsaniou 6, 10559 Athens, with Tax Identification Nr. 800691552.

I. Access to mobile application and use of UpFit App

1. Your access to the UpFit App implies the acceptance and observance of all the conditions of use of the Mobile Application and their modifications. UP Hellas reserves the right to change these Terms and Conditions of Use at any time, and you will be notified of the change at the time of accessing the application
2. The UpFit App is exclusively provided by UP HELLAS.
3. The UpFit App can only be accessed by users who qualify as members of the UpFit - Sport Solution program based on their monthly subscription status paid by their employers, who must already be authenticated members in the Application.
4. You will be able to login by entering a *username* and password which will be provided to you by email. You shall change your password at the first use of the Application. Changing the password is done by following the steps indicated in the Application, the new password shall be entered / received in the same way within the Mobile Application. The User shall be solely responsible for its own individual password and for any possible third-party access.
5. The UpFit App is downloaded in any smartphone, Google Play Store+ and Apple Store with minimum ios11 and Android Lollipop 5.0+ by following the given instructions.
6. The UpFit App provides the right to:
 - view the name and address of the sports halls that are part of the network which provides sports, wellness and recreational activities ("the Partners") along with the services each

Partner offers, not only in the context of the program offered to the Users by their employers (“The **Program**”) but also outside the Program.

- access and benefit from the services of the Partners along with the services each one provides with respect to the UpFit App.
- 7. The UpFit App is personalized with the name and personal photograph of the User and cannot be used by any other persons.
- 8. The User may not transfer or otherwise dispose its Account.
- 9. In order to use the Partner’s services, the User needs to scan the QR code at the Partner’s premises from the UpFit App.
- 10. The authorized person in the entrance of the relevant Partner’s premises is obliged to check the identity of the User through the system and report any discrepancy to UP HELLAS.
- 11. The User is obliged to accept all terms of operation of the Partner whose services he uses, such as working hours and other restrictions (e.g. medical certificate).
- 12. Each User is entitled to one visit per day at any Partner of his/her choice.
- 13. Reservations to group training (if needed) are done directly with the Partner.
- 14. Partners have the right to receive a deposit from the User in case of a reservation to group trainings, which will be retained if the User does not appear at the agreed time and does not inform the Partner about his absence (based on the agreement with the Partner), or returned to the User if the latter participates in the group training as scheduled.
- 15. It is expressly stipulated that the Partner may charge additional fee for services offered by the Partners outside the services offered in the context of the Program. The App is the

property of *UP HELLAS S.A.* *UP HELLAS S.A.* reserves the right to deactivate any Account in the event its User fails to comply with the present Terms of Use.

16. UP HELLAS has no liability for any damage which the Client or his property suffers or may suffer from the use of the UpFit App unless due to UP HELLAS fault, the use of the Partners' services and/or premises.

II. Intellectual property

The UpFit App, its design and content, including all its components (text, images, trademarks, logos, software, databases, etc.) are owned by UP HELLAS, are protected by the legislation in force governing the field of intellectual property. Any use other than that described in these Terms and Conditions, as well as any modification, reproduction, transmission or distribution of the Mobile Application and / or its component elements are prohibited and may constitute a violation of the legal provisions in force, if not have been authorized in advance and in writing, by UP HELLAS. Also, UP HELLAS is the manufacturer of all databases included in the Mobile Application. These data are protected by law and it is forbidden to extract, reuse, store, reproduce, represent or keep, directly or indirectly, on any medium, by any means and in any form, part or all of the databases

included in the mobile application, when these operations clearly exceed the normal conditions of use of the mobile application.

III. Personal data

1. With the registration of the UpFit and the acceptance of the Terms and Conditions the User is aware that UP HELLAS maintains and processes his/her personal information but only for the purposes of the Program.
2. UP HELLAS declares that it will not disclose the User's personal data beyond what is necessary for the operation of the present without the User's consent.
3. - UP Hellas declares that it complies with the General Data Protection Regulation (GDPR) and any relevant national law applicable to the processing of personal data in relation to data received from the Customer and the Cardholder.
4. UP Hellas declares that, unless required by the law or by the competent legal authorities, it shall not disclose the Cardholder's personal information and information

beyond what is necessary for the operation of the present without the consent of the Cardholder.

IV. Liability

The use of the mobile application is free of charge. Up Hellas makes every effort to make the Mobile Application permanently available to you except in cases of force majeure or any other fact or event beyond its control.

V. Final provisions, applicable law and jurisdiction

1. All the data processed in the mobile application shall be stored in the Up Hellas systems in the European Union (Romania) and for some cases in the systems of Up Hellas partner outside EU, and more specifically in Serbia, under the best security conditions.
2. Terms and Conditions are governed by Greek law. Any dispute arising therefrom shall be resolved by the competent courts of Athens.