

TERMS AND CONDITIONS FOR INFINIT CARDHOLDERS

1. INTRODUCTORY PROVISIONS

- 1.1 The subject of these general terms and conditions is the setting out of mutual rights and duties arising from membership of the loyalty programme associated with the issue of an Infnit card between Infnit s.r.o., business ID number: 279 04 989, registered office: Prague 7 - Holešovice, Jablonského 639/4, postcode: 170 00, as the operator of the Infnit Card loyalty programme, (hereinafter the "Company") and a customer, as a holder of an Infnit Card (hereinafter a "Holder" or "Cardholder"). The loyalty programme allows Infnit Cardholders to purchase services and beverages at discounted prices.
- 1.2 Services means the provision of wellness and relaxation services, fitness services and other related services at the establishments of subsidiaries of the Company or companies whose controlling entity is the same as the Company's controlling entity (hereinafter an "INFINIT Group Company," "INFINIT Group Companies" or simply "Infnit").
- 1.3 A fully competent natural person or a legal entity that has duly registered and agreed to these terms and conditions may be an Infnit Cardholder.

2. INFINIT CARD

- 2.1 An Infnit Card works on the principle of credit (prepaid cards). A Holder deposits funds on a card that he/she gradually uses to pay for individual services in the establishments of Infnit Group Companies. A Holder is obliged to use the funds deposited, the Company does not refund unused credit. Credit is deposited for an unlimited time.
- 2.2 When purchasing specified services and beverages and paying for them with an Infnit Card, a Holder will pay a discounted price, i.e. a price lower than the standard list price. Prices are governed by the applicable price list of the Company/INFINIT Group Companies. The valid price list for services is published on the website www.infnit.cz and at Infnit reception.
- 2.3 An Infnit Card is issued free of charge and is fully portable. A Holder is obliged to present an original Infnit card or may present the Infnit Card code displayed in the client area of the website: <https://klientskazona.infnit.cz>. An Infnit Card code can be retrieved from a mobile

phone at reception. To enter the client zone, a client must register. Photocopies of an Infnit Card or a photo of the card stored on a mobile phone or sent by e-mail are not accepted and do not entitle a Holder to benefit from the loyalty programme.

- 2.4 For the purpose of issuing an Infnit Card, a customer provides and consents to the use of his/her personal data in the scope of his/her first name, surname, telephone number and e-mail address (hereinafter "Holder Data"). If an Infnit Cardholder is a legal entity, it will state its business name, registration number and personal data about the contact person in the scope of his/her first name, surname, telephone number and e-mail address. A customer is obliged to provide a Holder's details correctly and truthfully. In the event of any change to these data, an Infnit Cardholder is obliged to notify the Company of this fact without undue delay in person at one of the INFINIT Group Companies' premises, or electronically using the e-mail address: info@infnit.cz. For the purpose of personal notification of the change to data, an Infnit Cardholder is obliged to prove his/her identity to the Company/an INFINIT Group Company by presenting his/her identity card (*ID card, passport, driving licence, in case of change of surname after marriage, also marriage certificate*) and by providing the telephone number and e-mail address provided to the Company as a part of the Holder's data. When communicating electronically, an Infnit Cardholder will be asked to provide his/her first name and surname/business name and contact details (*telephone number and e-mail address*), as provided by the Holder as part of an Infnit Card application. Subsequently, a change form will be sent to the e-mail address provided by the Holder as part of the Infnit Card application.
- 2.5 In the event of loss or theft of an Infnit Card, a Holder is obliged to notify the Company without undue delay in person at one of the INFINIT Group Companies' premises or electronically at: info@infnit.cz. At a Holder's request, a Company will issue a duplicate of such card. For the purpose of issuing a duplicate Infnit Card, a Holder is obliged to prove his/her identity to the Company by presenting his/her identity card (*ID card, passport, driving licence, in case of a change of surname after marriage, also marriage certificate*) and by providing the telephone number and e-mail address provided to the Company as a part of the Holder's card

details, otherwise the Company is not obliged to comply with the Holder's request for issue of a duplicate Infini Card. Upon request and upon verification of a Holder's identity, the Company will cancel an original lost or stolen Infini Card and assign a duplicate Infini Card to the Holder's account. Issuing a duplicate Infini Card is subject to a charge in accordance with the Company's price list. The rights and duties under this paragraph pertain to the contact person, if an Infini Cardholder is a legal entity.

2.6 Upon request, the Company will provide an Infini Cardholder with data on the history of an Infini Card or data on the current balance on an Infini Card (if such data is not provided in connection with the use of services). In order to provide the data, an Infini Cardholder is obliged to prove his/her identity to the Company in the manner set out in para. 2.5 of these Terms and Conditions. The rights and duties under this paragraph pertain to the contact person, if an Infini Cardholder is a legal entity. In addition, the Holder of a superior Infini Card is entitled to request from the Company information on the history of a subordinate Infini Card. When communicating electronically, an Infini Cardholder will be asked to provide his/her first name and surname/business name and contact details (telephone number and e-mail address), as provided by the Holder as part of an Infini Card application. Subsequently, the required data will be sent to the e-mail address provided by the Holder in an Infini Card application. The above does not apply if an Infini Cardholder is registered and subsequently logged in to the client area of the website: <https://klientskazona.infinit.cz>, where he/she can look up the Infini Card history or the current Infini Card balance on his/her account.

2.7 An Infini Cardholder has the option to ask the Company to issue a subordinate card for an Infini Card, which is then considered the superior card in relation to the subordinate card. For the purpose of issuing a subordinate card, the Holder is obliged to prove his/her identity to the Company in the manner specified in para. 2.5 of these Terms and Conditions. Subsequently, the Company will establish a sub-account to the account of the Holder of the superior Infini Card and issue a subordinate Infini Card in the name of the person designated by the Holder of the superior Infini Card. The Holder of a subordinate Infini Card is obliged to provide the Company with his/her personal data

to the extent that they are provided by an Infini Cardholder pursuant to para. 2.4 of these Terms and Conditions. By filling in the personal data in a registration form and signing it, a subordinate Infini Cardholder accepts these Terms and Conditions. Funds deposited on the account of a superior Infini Card as well as the sub-account of a subordinate Infini Card are recorded together (one credit for both a superior and subordinate Infini card). A subordinate Infini Cardholder has the same rights and duties as a superior Infini Cardholder, with the exceptions set out below. In particular, the Holder of a subordinate Infini Card is entitled to use the services on the Infini Card in their entirety, to obtain information about the current credit balance in connection with the use of services, to deposit funds on the sub-account and thus increase the joint credit. The Holder of a subordinate Infini Card is obliged to fulfil information and reporting duties to the Company. The Holder of a subordinate Infini Card does not have the right to request the issuance of another subordinate card.

3. DEPOSIT ON INFINI CARD

3.1 The minimum deposit on an Infini Card is CZK 2,000 (*not valid for a Partner Infini card, Club Infini Card and in a case in accordance with par. 3.3 of these Terms and Conditions*).

3.2 Deposits on an Infini Card can be made in cash or by payment card, Flexi Pass CARD, Multis Pass CARD or Edenred Benefits card, we also accept Relax Pass, Focus Pass, Gift Pass, Bonus Pass and Flexi Pass, Unišeky, Unišeky+, Unišeky+ FKSP, Cadhoc, Edenred Multi, Edenred Sport&kultura and Edenred Compliments vouchers, as well as gift vouchers, and deposits can be made through BENEFITY or BENEFIT PLUS Cafeteria or through an employer. An Infini Card can also be topped up online via the client area at <https://klientskazona.infinit.cz>.

3.3 In the case of use of a credit provided within the BENEFITY or BENEFIT PLUS Cafeteria or redeeming a gift voucher with a value higher than the price of the service paid for, the Company will issue the Customer with an "Infini Guest Card", which also works on the principle of credit (one-time depletion is not required) with a deposit corresponding to the credit to be used. An Infini Guest Card does not entitle its holder to any benefits (especially discounted prices for services). In the event of a subsequent deposit in the minimum amount pursuant to par.

3.1 of these Terms and Conditions, the Company will convert an Infinit Guest Card into an Infinit Card with the benefits thereof. The duties set out for Infinit Cardholders apply, as appropriate, to holders of Infinit Guest Cards.

- 3.4 A client can find out the amount of credit at any branch, via e-mail and after logging into the client zone at <https://klientskazona.infinit.cz>.

4. INFINIT CARDHOLDER'S RIGHTS AND DUTIES

- 4.1 The Holder of an Infinit Card has the right to use all services offered by any of the INFINIT Group Companies in all establishments throughout the Czech Republic.
- 4.2 An Infinit Cardholder is obliged to familiarise him/herself with the Infinit Visitor Rules and to comply with them. The Infinit Visitor Rules are available at each INFINIT Group Company location and also at www.infinit.cz in the individual INFINIT locations section.
- 4.3 An Infinit Cardholder is obliged to behave in a disciplined manner on the premises of the the Company/INFINIT Group Companies and to avoid actions that endanger his/her safety and the safety of third parties. An Infinit Cardholder acknowledges that he/she uses the services exclusively at his/her own risk and that the Company is not liable for damages, injuries and accidents caused by the Infinit Cardholder's own actions, failure to comply with the Infinit Visitor Rules or failure to follow the instructions of employees of the Company/INFINIT Group Companies, nor for injuries caused to Cardholders by other persons. The Company recommends that all Infinit Cardholders consider the suitability of the services in relation to their health condition and consult a doctor before using the services.
- 4.4 An Infinit Cardholder is liable for damage to the Company's property or the property of Infinit Group Companies caused by his/her intentional or negligent actions and is obliged to compensate the Company or INFINIT Group Companies for such damage without undue delay. Any damage to property or personal injury will be duly investigated, recorded and quantified by the Company, if appropriate with the assistance of the relevant Infinit Group Company. The Municipal Police or Police of the Czech Republic will also be called, possibly with the ambulance service. Injuries are recorded in the injury book, and lost and found items are recorded in the lost and found book.

- 4.5 Bringing any weapons or other dangerous substances into the premises of all INFINIT Group Companies is forbidden.

- 4.6 An Infinit Cardholder is obliged to comply with these Terms and Conditions.

- 4.7 A Holder is obliged to exhaust the credit balance on an Infinit card.

- 4.8 An Infinit Cardholder can track the history of recharging and drawing credit on a card in the client zone at <https://klientskazona.infinit.cz>.

- 4.9 If he/she has exhausted the credit loaded on his/her Infinit Card and is not interested in using the loyalty programme associated with the issue of an Infinit Card, an Infinit Cardholder has the right to ask the Company to cancel an Infinit Card. The Company will process a request and cancel an Infinit Card free of charge within a reasonable period of time.

- 4.10 If a Holder has not used up the credit, an Infinit Card cannot be cancelled. A request for cancellation of an Infinit Card with unused credit may be granted only in exceptional and duly justified cases, at the Company's discretion. There is no legal right to a refund of the credit balance in connection with the cancellation of an Infinit Card. In the event that the Company accepts a request for cancellation of an Infinit Card pursuant to this paragraph, the Company will be entitled to demand payment of an administrative fee related to the request's processing.

5. INFORMATION AND CONSENT TO PROCESSING AND USE OF PERSONAL DATA

- 5.1 By signing a paper registration form, an Infinit Cardholder (superior and subordinate)/contact person (if the Infinit Cardholder is a legal entity) gives consent to the processing of the personal data provided by him/her for the purpose of issuing an Infinit Card (superior and subordinate). The provision of the personal data referred to in para. 2.4 of these Terms and Conditions is a condition for the issuance of an Infinit Card. A Holder's personal data is processed for the duration of the Holder's possession of an Infinit Card as a part of the loyalty programme associated with the issuance of the Infinit Card, until the withdrawal of consent or other termination of the authorisation for processing. The Company may delegate the processing of personal data to a third party processor. A Holder acknowledges that his/her personal data may be disclosed to INFINIT Group Companies (for the purpose of

performing the contractual relationship) or to government authorities. The current list of INFINIT Group Companies is available on the website www.infinit.cz. Personal data are processed in electronic form in an automated manner, or in printed form in a non-automated manner, by employees of the Company, INFINIT Group Companies and, if the processor so authorises, by its employees. The Holder acknowledges that he/she has rights under the relevant legal regulations, in particular Act No. 101/2000 Coll., on the protection of personal data, and under EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EEC (the GDPR).

5.2 An Infnit Cardholder (superior and subordinate, as well as a holder of an Infnit Guest Card) can grant consent to the Company and other INFINIT Group Companies for the processing of his/her personal data under identical conditions for the purpose of sending commercial communications and offering products and services, including sending information about events, products and other activities. An Infnit Cardholder may grant consent in the registration form for the purpose of issuing an Infnit Card. Consent is voluntary. Consent so given will be deemed to be consent given in accordance with the terms of this article.

5.3 A Holder acknowledges that he/she has the right to:

- i. request from the Company access to personal data concerning him/her; a Holder has the right to obtain confirmation from the Company as to whether or not personal data concerning him/her is being processed and to obtain access to such data. The Company is obliged to provide a copy of the personal data processed. The Company is entitled to charge a reasonable fee for additional copies at a Holder's request based on administrative costs;
- ii. the rectification of inaccurate data, as well as to the completion of incomplete personal data, taking into account the purpose of the processing;
- iii. the erasure of personal data (the "right to be forgotten") or restriction of processing under specified conditions, in particular if personal data are no longer necessary for the purposes for which they were collected or otherwise processed, or if the Holder

withdraws consent and there is no other legal basis for processing;

- iv. data portability; a Holder has the right to obtain personal data concerning him/her that he/she provided to the Company in a structured, commonly-used and machine-readable format, and the right to transfer such data to another data controller. In exercising this right, a participant may request that the personal data be transferred directly by the Company to another controller, if technically feasible;
- v. object to processing for marketing purposes; if a Holder objects to processing for marketing purposes, the Company will cease processing the Holder's personal data for that purpose;
- vi. file a complaint with a supervisory authority, i.e. the Office for Personal Data Protection (in particular if the Holder has doubts about the Company's compliance with its rights as a personal data controller);
- vii. other rights under data protection legislation.

5.4 A Holder has the right to withdraw his/her consent at any time, free of charge and in writing, by writing to the Company or by sending an e-mail to: info@infinit.cz. Withdrawal of consent is effective upon delivery to the Company. Withdrawal of consent will not affect the lawfulness of processing based on consent until its withdrawal by a Holder. Withdrawal of consent to the processing of personal data referred to in para. 2.4 of these Terms and Conditions by a Holder will result in the termination of the Holder's membership of the loyalty programme and the cancellation of an Infnit Card on the effective date of withdrawal of consent. The Company will not refund any unused credit on an Infnit card if the consent is withdrawn.

5.5 The Company undertakes to implement all appropriate technical and organisational measures to protect a Holder's personal data.

5.6 The consent of a Holder/contact person (if the Holder is a legal entity) to the use of his/her e-mail address/telephone number for sending commercial communications by the Company and other INFINIT Group Companies can be refused at any time by clicking on the link in a commercial communication or by sending a notification to the e-mail address info@infinit.cz or to the Company's registered office.

6. FINAL PROVISIONS

- 6.1 The Company is entitled to unilaterally change and modify these Terms and Conditions or the price list for services at any time. A new version of the terms and conditions, as well as a new price list, will be published on the Company's website www.infinit.cz, at least 1 month before they come into force. An Infinit Cardholder is entitled to terminate the contractual relationship with the Company in writing during this period, effective as of the date of delivery of the notice to the Company, if he/she does not agree with changes to the terms and conditions or changes to the price list for services. If an Infinit Cardholder fails to do so, he/she is deemed to agree to the changes to the terms and conditions or price list for services.
- 6.2 For the out-of court settlement of disputes arising from these Terms and Conditions, the competent authority is the Czech Trade Inspection Authority, registered office: Štěpánská 567/15, 120 00 Prague 2, business ID number: 00020869, Internet address: www.coi.cz.
- 6.3 These terms and conditions are valid and effective from 1 June 2023