

Terms & Conditions

1. Responsibilities of the Company

1.1 The Company (FITHUB LLC, ID: 55062324) will register each Customer's profile/account in the Mobile App.

1.2 The Company guarantees access to services from at least 40 different Partner Entities.

1.3 The Company's role is limited to connecting Customers with various sports and recreational facilities and facilitating access to their services. The Company is not responsible for the quality of services provided by Partner Entities or any legal issues arising during service provision.

2. Service Duration and Termination

2.1 These Terms become effective as soon as the Customer agrees to them. The Customer has 14 calendar days to withdraw from the Agreement without providing a reason. The withdrawal period begins when the Customer first consents to the Agreement. If the Customer withdraws, the Company will refund the service fee, minus any services already used. Refunds will be issued using the same payment method used by the Customer.

2.2 If the service is paid for by the Client, the start and end dates of the Accounting Period will be specified in the Service Agreement.

2.3 If the service is paid for by the Customer, the Accounting Period begins on the payment date and continues until the same date in the following month.

2.4 The Customer can suspend service at any time for the subsequent Accounting Period. However, no refund will be provided for the current period, and the account will be marked as "inactive" during the suspension. The Customer can resume services in the next Accounting Period by reactivating the account.

2.5 The Customer may terminate the service at any time, which will also terminate the processing of their personal data. No refund will be provided for the current Accounting Period.

2.6 If the Customer does not use the service for one year, the account will be automatically deleted, and access to the services will be terminated.

2.7 Once the Agreement is entered into, the Customer can continue using the services until they formally withdraw or their account is automatically deleted as per clause 3.6.

2.8 After service termination, a Company representative may contact the Customer within a reasonable period for feedback.

2.9 The Company reserves the right to unilaterally amend the terms of service, with at least 30 days' notice to the Customer.

3. Payments and Service Fees

3.1 If the service is paid by the Client, payment details, including the service fee, will be governed by the Service Agreement between the Company and the Client.

3.2 If the Customer is responsible for payment, the service fee must be paid via bank transfer or another payment method chosen by the Company. Payment must cover one month of service (the "Accounting Period").

3.3 If the service fee is paid by the Customer, the account will be deactivated at the end of each Accounting Period unless the Customer pays for the next period. Re-payment will automatically reactivate the account.

3.4 The service fee will be displayed on the Customer's online registration link for payment.

3.5 The Company reserves the right to change the service fee at any time. Customers will be notified of any price increase at least 30 days before it takes effect. However, any changes will not affect already paid Accounting Periods.

4. Mobile App Usage Terms

- 4.1 The services provided by the Company are accessible only through the Mobile App, using the Customer's active profile/account.
- 4.2 The Customer must have their identity card or passport when using services at Partner-operated facilities.
- 4.3 Company and Partner employees have the authority to verify the Customer's identity. If a violation of the app's terms is detected, the Company may block the Customer's profile/account.
- 4.4 The Customer must adhere to the rules and regulations of the Partner-operated facility, including working hours and other operational rules.
- 4.5 A Partner Entity may request a deposit for reserving services. Any reservation-related terms are governed by the Partner's policies.
- 4.6 The Partner may charge additional fees for services as announced by the Company or publicly disclosed.
- 4.7 The Company recommends that the Customer contact the Partner directly to reserve spots in group activities and to be informed about specific service rules.
- 4.8 Information about the services offered by the Company is available on the Company's website, www.fithub.am, or through the service center.
- 4.9 The Customer must not share their profile/account details with others or allow someone else to use their account. The Customer should use the Mobile App only on the device they registered. If using a different device, the Customer must notify the Company in advance and request the device change.
- 4.10 The Customer is prohibited from marking a visit to a Partner facility as completed without receiving the service (e.g., a fictitious visit).
- 4.11 In case of a violation of the terms by the Customer, the Company may unilaterally terminate the service, refuse future service, demand compensation, or impose other liabilities. No refund will be provided for the current Accounting Period in such cases.
- 4.12 The Company has the right to modify the terms of Mobile App usage, with at least 30 days' prior notice to the Customer.

5. Opening, managing and closing an account (profile)

5.1 Registration and account (profile) management

- 5.1.1 To fully use the Company's services, it is necessary to create an account (profile). To open an account, you must follow the Company's instructions: provide the requested information and, if necessary, undergo verification.
- a) You are fully responsible for the accuracy of the data specified when creating an account (profile).
 - b) After registration and verification, you will be able to use the website and/or application after successful authorization. Authorization is carried out using your registered e-mail, phone number and password.
 - c) It is prohibited to indicate any offensive phrase in the username.
 - d) It is prohibited to open/own/manage more than one profile (account) by one user/client. In case of violation of the above rule, the Company has the right to immediately block or delete the alternative profile (account) of the user/client.
 - e) You are obliged to ensure the accuracy of the information in your personal account (profile) and its updating. The Company shall not be liable for any damage caused by your failure to comply with the above obligation. The Company has the right to request you at any time to confirm the accuracy of the information or to provide documents or other evidence.
 - f) Keep your personal account (profile) access code safely and never disclose them to third parties.

- g) You accept responsibility for any actions taken with your account. In the event that a person accesses your account on behalf of another person and under their instructions, it is assumed that they have sufficient authority to act on your behalf. The Company is not liable for any damage caused by unauthorized access to your account by a third party or with your permission.
- h) You are responsible for the safe storage of account details. If you suspect that a third party has your account details, change them immediately or contact us.

5.2 Account (profile) closure

- 5.2.1 You (the user) are entitled to request the closure of your account (profile) at any time by sending a written request from the user's registered email address on the Company's platform to the Company's email address
- 5.2.2 Before requesting the closure of your account (profile), make sure that all your obligations have been fulfilled and that you do not have any current debts or obligations to the Company.
- 5.2.3 Within 10 business days of receiving your request, we will fulfill your request - to close your account (profile).

5.3 Regulation of personal data in a closed account

- 5.3.1 The right to delete your personal data is determined by the current law on the protection of personal data.
- 5.3.2 The Company deletes your personal data using methods such as encryption and pseudonymization. For your part, you must clear the cache, cookies and history from each browser you used to access the Platforms. If you have downloaded the Company's application on any of your devices, you must delete it.
- 5.3.3 You will receive a corresponding notification from the Company about the closure of your account (profile).

5.4 Exceptional cases of closure of your account (profile) and deletion of personal data

We cannot close or delete your account/data if:

- a) You have a current obligation/liability to the Company/seller/service provider/buyer
- b) The data associated with the account is required for the purpose of detecting/preventing/mitigating or investigating fraudulent or illegal activities
- c) Account-related data is required to comply with relevant laws and regulations
- d) Account-related data is required to respond to complaints and seek ways to resolve them
- e) There is an order/order/decision from the relevant authorized body to retain/store account-related data
- f) If we are unable to delete your data for any reason, it will be retained in accordance with our Personal Data Processing Policy.