

Terms of Use

I. GENERAL

The following General Terms and Conditions (hereafter “Terms of Use”) have been enacted by the private Company under incorporation with the name “Gym Detector Private Company” and with the Distinctive Title “Gym Detector”, at 2, Kapodistriou Street 18531, Piraeus, Greece.

II. DEFINITIONS

«Visitor»: Any private individual who, without being a registered Member, accesses the website and/or makes use of the available services by Gym Detector (the Company).

«Partner»: Any legal entity or professional who registers to the Online Booking Service available on the website of the Company and creates an Account at www.gymdetector.com in order to present the service it provides so they can be booked by Users.

«Member»: Any User or Partner of Gym Detector as defined in the present text.

«User»: Any private individual who registers to the Online Booking Service of Gym Detector available on the website of the Company and creates an Account at www.gymdetector.com in order make use of the services provided by the Company’s Partners.

The titles of the chapters contained in the present Terms of Use are not restricted to their definitions.

Any reference or definition of words in singular shall be valid and include their plural respective.

The Company is the proprietor and legally operates and manages an internet platform which is hosted at <http://www.gymdetector.com> (hereafter the “web address”), which (platform) is made available to its registered members for them to provide or book fitness and wellness services as well as alternative methods related to well-being. More specifically, the Partners which offer said services can announce on the internet platform hosted at the above

mentioned web address the services they offer, their availability, the time, place and method of delivery of each service as well as any other relevant information. The Users/Members can, on any device, e.g. cell phone, personal computer, or any other electronic device, book, online (hereafter "Online Booking Service"), through the internet platform, one or more services. The Terms of Use dictate the terms and conditions under which the Company offers the Online Booking Service to its registered Members as well as the browsing of the website and the use of services not requiring registration (Visitors), e.g. information services, advertisements, sending of newsletter etc. (hereafter "Related Services") and constitute the legally binding terms between the Company and the Visitors/Members as related to the Online Booking Service and the Related Services offered by the Company through the website. The present General Terms apply as mentioned above, irrespective of the electronic device that visitors/registered Users use to access the Service and Related Services on www.gymdetector.com.

Agreement with Terms of Use

The Company created the website www.gymdetector.com and all information or data (documents, files, text, graphics) contained therein, hereafter "the Material". The use of the website, the services offered by it and of the Material are subject to the present Terms of Use, as applicable at any given moment, and constitute an agreement between the Company and any individual accessing the website either as a Visitor or as a Member to use it in any way and constitutes on the part of the Visitor or User his/her declaration of unconditional acceptance of the Terms of Use, as applicable at any given moment.

The website, under the terms and conditions laid-out in the present text and all applicable laws and regulations, provides the Visitor/Member with a non-exclusive, non-transferrable, personal and restricted right of access, use and presentation of this website and all its content. This permission does not constitute a transfer of ownership of the website and its contents and is subject to the following restrictions: (1) the Visitor/Member must maintain, in all copies of the website and its contents, all notes and announcements concerning copyright and all other property rights and (2) cannot alter the website and its contents in any way or publically reproduce or present, or in any other way use the website and its contents for any public of commercial purpose, except otherwise allowed in the present text.

Amendments

The Company reserves the right to amend or change the applicable Terms of Use of the website at any given moment and at its own absolute discretion and/or when the amendment/replacement is required by Law. Such changes, amendments, additions deletions of the terms and conditions of use will be instantly enacted upon their disclosure, which can be effected by any means, including but not limited to the posting of new terms and conditions on the website. Any use of the website following such a change or amendment will be considered as being accepted on the part of the Visitor/Member. The Company may, at any given moment, declare a breach, or change, or suspension or discontinuation of any function of this website, including the availability of pictures, presentations or descriptions of any product or service. The continuation of use of this website on the part of the Visitor/Member after the effect of such amendments is constituent to the visitor/user's agreement of said amendments.

The use of the website is subject to the Terms of Use applicable at the time of use. Visitors/Users should periodically check the Terms of Use so they stay informed on their content and are solely responsible for their keeping up-to-date to said content.

By using any service offered by Gym Detector Visitors/Members consent to the fact that any demand against any third party or Visitor/Member for any actions and/or omissions is restricted to said individuals or entities and no responsibility is borne by Gym Detector for actions/omissions of said individuals.

Corrections, Amendments or Deletions of Information

The Company allows Members to correct, change, complete or delete data and information that they have provided to Gym Detector. If a Visitor/Member chooses to delete a piece of information, Gym Detector will ensure that this information is also instantly deleted from its files too. For the protection and safety of the Member, the Company will try to ensure that the person effecting the changes is indeed the same person with the User. For the Member to gain access and change or delete his/her personal information or to report problems regarding functioning of the website or to pose any question, the Member can contact the Company through its contact form at www.gymdetector.com or via e-mail at info@gymdetector.com. The change or amendment of personal data can also be effected through the Member's "Profile" page. The Company will proceed in taking all necessary

actions to protect the Members' personal data, but the protection of their username and password on the website is also their responsibility.

Periodic Changes

The Company continually expands, updates and improves its website page and the related products and services and will keep updating the present policy. The Company advises the Visitors/Members to read about this procedure in regular intervals in order to stay up-to date and keep being informed on any changes in the content of the Privacy Policy ([link](#)). This policy shall be altered from time to time without prior notice to the Users.

Use of the website by minors

With the acceptance of the Terms of Use the Visitor/User declares that he/she is an adult, over 18 years of age or, if under 18 years of age, that he/she has obtained the consent of his/her legal guardian(s) and will provide the guardian's information upon request. In any case, the use of the web services of the Company, implies that the Visitor/Member is over 18 years of age or, if under 18 years of age that he/she has obtained the consent of his/her legal guardian and will provide the guardian's information upon request.

Limitations of Liability

The Company, its employees or other individuals representing it do not hold any civil or criminal liability under any circumstances for any future, interlocutory, indirect, special indemnities or expenses, or fines including, indicatively, loss of profit, due to discontinuation of the operation of the Gym Detector platform, loss of information or data, loss of clientele, loss or damage of property or any other claims by third parties that derive from or in relation to the use, the reproduction or the presentation of this website or its contents or any other linked webpage, irrespective of whether or not the Company was informed, knew or should have known such a possibility.

The contents of www.gymdetector.com are provided "exactly as they are", without any explicit or implied guarantee in any way. According to law, the Company denies all guarantees explicit or implicit, including but not restricted to the ones regarding tradability and suitability for a specific purpose. The Company does not guarantee that the pages, the services, the choices and the contents of www.gymdetector.com will be available without interruption, fault or that such faults will be corrected. Also, the Company does not guarantee that

www.gymdetector.com or any other related website or the hosting servers through which those are provided to the Visitors/Members are free of viruses or other damaging content. The Company does not guarantee in any case the correctness, the completeness or the availability of the contents, pages, services, choices or their results. The cost of any corrections or services is the responsibility of the Visitor/Member, not of the Company.

Visitor/Member Responsibility

The Visitor/Member undertakes responsibility for any damage caused to Gym Detector from misuse or unlawful use of the relevant services. More specifically, the Visitor/Member of the webpages of Gym Detector is solely responsible for any content that is offensive to the personality, honor or reputation of third parties, or for any content that violates the personal information of third parties or violates the penal code in general. For any damage or non-material harm caused by the services of www.gymdetector.com through the announcement, posting or sharing of any content, the sole responsible party for compensating it is the Visitor/Member. If, despite the volume of information, data and contents, etc., the Company is made aware in any way of content that is offensive to the personality, honor or the reputation of any third party, or of content that violates the personal information of any third party which according to the Company causes non-material harm or damages to said third party, then it has the right, without prior notice to a) instantly delete such material b) suspend the account of the Member c) take any legal action, according to its judgments to avert the specific act and the cause of any damage to third parties.

III. MEMBERS

Purpose

The registration of Members to the Online Booking Service is a necessary procedure in order on the one hand, for the Partners to create a profile on the Gym Detector Platform in order to announce the services they offer as well as any other relevant information that concerns them and for on the other for Users to be able to use the Online Booking Service. The registration of a Member is free, personal, non-transferrable and cannot be re-assigned. The Members are solely responsible for the information and data they provide to Gym Detector and the Company is solely based on what Members' declarations regarding their data and information. Any personal data or information provided by Members during their registration

is being processed by the Company according to the present Terms and Conditions and the Privacy Policy.

Registration Procedure

User Registration

The registration of a User on the Online Booking Service of Gym Detector is a necessary step before the User can use the service. The procedure is as follows: After the applicant selects the service he is interested in using and wishes to book it, the system software will direct him/her automatically to the “New User Registration” page. Alternatively, the applicant can be directed to the New User Registration by clicking “JOIN US” and then “Trainees” on the home page of the Gym Detector website. The Registration of the New User can be completed either by use of his/her Facebook profile or by the filling-in of the Gym Detector registration form.

In order for registration to be completed, the following information must be provided by the applicant: valid e-mail address, cell phone (optional), preferred username and password as well as his/he agreement to the Terms of Use and the Privacy Policy of Gym Detector **(link)**.

For the registration of a new user through his/her Facebook profile page, (social media pages), Gym Detector will draw from it the Applicant’s First and Last Name, gender, age and valid e-mail whereas it will be unable to post any content on his/her personal pages.

More information regarding the type and purpose of the processing, the recipients of the data and the exercise of the pertaining rights of Users are included in the Privacy Policy of Gym Detector **(link)**.

With the submission of the registration form, Gym Detector will send an e-mail message to the e-mail that the applicant filled-in with which it will ask the applicant to confirm his registration as a User and activate his account. Only with this confirmation, according to the instructions provided in the above mentioned e-mail, will the Gym Detector platform activate the User’s Account on the Online Booking Service.

With the completion of the User’s registration according to the above, the User’s Account and Profile is activated on the Gym Detector platform.

Partner Registration

The Registration of a Partner to the Online Booking Service of Gym Detector is a necessary requirement for the member to use the service. The applying Business entity will have to submit to Gym Detector an application form, after filling-in the following information:

Preferred User name and password, Gym's name or Personal Trainer's first and last name, land and cell line, full address (Street & street number, Postal Code, Area, City, Country) and agree to the Terms of Use and the Privacy Policy (**link**) of Gym Detector.

With the submission of the registration form Gym Detector will send an e-mail message to the e-mail that the applicant filled-in, with which it will ask the applicant to confirm his/her registration and activate his Account. The registration of the applicant as a Partner is completed with said activation (as effected by its legal Representative) and the provision of the rest of details of the Business Entity, that is:

Name of Business, Distinctive Title, Type of Activity, legal entity, tax (VAT) identification number, tax office, and details of its Legal Representative (First and Last Name, e-mail address)

In case the applicant does not confirm registration and activate his/her Account within 48 hours from submission of the registration form, a representative of Gym Detector will contact the applying business entity using the filled-in contact details, in order to complete the registration procedure. With the completion of the registration and activation of the Account, the Partner can then on create a company profile and announce, on the Gym Detector platform the services it offers and any other relevant information.

Members Account

After completing the registration to the Online Booking Services, the User and the Partner become Members of Gym Detector. All Members have an account at Gym Detector where all declared information and data are stored during the registration process. The data and information entered during registration must be complete, true and updated. In case a Member wishes to change any data, he/she should login to his/her Account and store the new data/information.

Upon registration, all members according to the above mentioned statement, give their full consent to the collection and processing of data and information based on the Terms of Use and the Privacy Policy of GYM Detector, and declare that they have read, understood and fully and unconditionally accepted.

Members can withdraw and cancel their consent regarding the collection and processing of data that they have provided at any time and according to the abovementioned, either by cancelling their membership or by sending an e-mail at info@gymdetector.com. Members can have access to their personal data and can delete or edit their profile information anytime or they can request for any amendments (if they cannot apply any changes on their own via their account), the temporary non- use of members' personal data, collection and transmission by sending an e-mail at info@gymdetector.com. In any case, each Member's personal data will be stored only for the time period of its Membership at Gym Detector, as specified in the present Terms of Use. The User data will not be communicated to any third party for any purpose other than the purpose, clearly defined in the Terms of Use and Privacy Policy ([link](#)). If a Member wishes to delete his Account, he/she should login to their Account and delete it on his/her own or, send a relevant request at info@gymdetector.com. GYM Detector will do what is required to delete the account of the member as soon as possible, the latest within 48 hours from the submission of the request.

Users Profile

When a user is registered as a Member of the Online Booking Service of the platform, his profile is automatically created on the platform. Through his profile each member can view information such as list of booking, bookings' history, his recent activity, the health points gained, as well as his preferred gyms or trainers. A members' profile keeps data/information of the selected services of the User after he is registered to the platform. The User can upload his own pictures on his profile under on his own responsibility.

Gym Detector reserves the unconditional right to delete any User's profile, in case his/her profile's content violates the Terms of Use or it considers that said content is offensive or misleading to the public.

Company Profile

Upon registration of the Partner and the activation of its Account, he/she can create a profile of the business entity he/she represents, that is the entity's own page on the platform, where the business entity can be introduced and promote its own products and services to the Users of the platform. More specifically, the Partner can post information about the business entity's services, and any offers, the opening hours, the way and means of payment, its partners, and

its services delivery policy, while the ratings and comments of Users that used its services are also visible through the Partner's Profile Page.

Procedure, Terms and Conditions of Booking

The User can seek for the service of interest either by selecting it, either by adding additional search filters such as area, and/or type of workout, and/or preferred date. The services available are presented to the User, so that he has the opportunity to find out more information about the Partner it provides them by "clicking" on the respective service and visiting the Profile of the Partner. In any case, when the User indicates the location and/or type of workout and/or date he/she will be informed of the availability of the service of his interest and according to the selected criteria.

For the User's booking to be completed the User should have already accepted the Terms of Use and the Privacy and Cookies Policy of GYM Detector (at the stage of registration as a Member). If the User does not agree with them or if he has any objections, he should not use the Online Booking Service. The User chooses his preferred service among the services available, according to the criteria the User has selected and can then proceed to booking said service. After the User has booked the service GYM will send him/her an e-mail (to the e-mail the User filled-in during registration) confirming the booking and a booking code

By providing his e-mail the User consents to its processing from GYM Detector, which includes receiving advertisements and delivery of this e-mail by Gym Detector to the Partners the User has chosen to book a service with and which will use it in order to include it into their clientele list and not for advertising or any other purposes. In any case GYM Detector does not acknowledge, neither is bound to nor accepts the policy of each Company about the protection of personal data, and Companies and Users have sole responsibility to comply with. If the User wishes to be informed about the purpose of processing of his e-mail by the Company and the Privacy Policy that applies, he should contact the Company itself. GYM Detector has absolutely no responsibility for the protection of the User's data on behalf of the Company, nor does it provide any guarantee on that.

By booking online, the User is bound by the Terms of Use, including the booking details, and is obliged to proceed with payment if and when the service is provided by the Partner. The User will not, under any circumstances, be charged for the Online Booking Service by GYM Detector.

While booking a certain service with a Partner, the User accepts and agrees to the Partner's cancellation and no-show policy as well as to any additional conditions (service/product delivery) and conditions set by the Partner.

In case Gym Detector ascertains in any way that the User uses the Online Booking Service in bad faith by not showing in over three consecutive and equal in number bookings without notice within 24 hours before his/her scheduled service, then it retains its unconditional right to delete the User's profile.

Once booking is made by the User according to the above, GYM Detector will send an automatic notification to the Partner, forwarding to it information regarding the booking details (booking code, type of service, date and time) as well the User's e-mail so that the Partner is committed to the booking of the service. GYM Detector is not responsible for the accuracy of the information of the reservation, including User's data.

After booking has been completed, GYM Detector has no obligation towards the Partner or towards the User, since it operates exclusively as an intermediary between them.

The use of the Online Booking Service constitutes a binding legal relationship between the User and the Partner, which defines that the Partner has to provide to the User the Service as described at the time of the booking and for the price that was posted on the Partner's Profile. On the other hand, the User has to appear on the day and at the time he booked and also, pay for the Service he booked upon delivery of the service. Thus, GYM Detector is not liable in any way for the delivery of services and transactions between Partner and Users. In the exceptional case of a problem with the Online Booking Service, the liability, if any, of GYM Detector toward the User, is limited to the cost of that booked service. In order to avoid any dispute, the Partner has to check (preferably on a daily basis) and verify its booking status via the online Dashboard that Gym Detector has provided to it.

Prices

Prices that are posted on the Online Booking Service refer to the total charge of the User per service, inclusive of VAT and any other applicable tax (subject to any change in said taxes) and are binding for the Partners.

Offers

Sometimes discounted prices might appear for specific services as defined by the Partners and are subject to special terms and conditions in relation to e.g. cancellation policy, duration of

service, way and place of the delivery of the services. etc. The User is requested to carefully check information about the services and prices subject to such special terms and conditions prior to proceeding with his/her booking.

The Partners are solely responsible for posting offers related to their services on the platform www.gymdtector.com. The Users can be informed of such offers either visiting the Partner's page on www.gymdetector.com.