

GENERAL RULES of visiting the Fitness Club

Approved by the Director's Order
№ 1 of «01» February 2016

Almaty

These rules of visiting the chain of fitness clubs "FITNESS BLITZ" (hereinafter – Rules), are made for Members of the chain of fitness clubs "FITNESS BLITZ" who obtained FITNESS BLITZ Club cards for work out purposes.

The purpose of these rules is to create safer, more comfortable conditions for workout.

These rules are uniform, obligatory and have impact on all visitors of the chain of fitness clubs "FITNESS BLITZ" and in all its clubs and represent a range of norms and conditions establishing the rights and obligations of the people who are in the territory of the chain of fitness clubs "FITNESS BLITZ". Visitors are obliged to read these rules prior to the conclusion of the Accession Contract and visiting the "FITNESS BLITZ" fitness clubs. The Accession contract (Appendix No. 1) is an integral part of these rules.

1. Terms and definitions used in the Rules

- 1.1. FITNESS BLITZ fitness club** - a chain of health and fitness establishments (hereinafter – Clubs/club) located in the territory of the Republic of Kazakhstan.
- 1.2. Club cards (subscriptions)** – FITNESS BLITZ fitness clubs' Club cards, specifying the types (conditions) of membership in the Club and the order of providing the services. The Club cards may vary depending on the cost, validity term, and the list of the basic services provided by the Club which are included in the price of this type of membership.
- 1.3. Basic services** – the services included in the cost of the Club Card. Additional services – the services which aren't included in the cost of the Club Card and rendered in the territory of the Club for the additional charge in accordance with the existing Price list for additional services of the Club.
- 1.4. Club member** – a physical entity who signed the contract for health and fitness services and visits the Club using the individual Club card.

- 1.5. Club guest** – a physical entity who isn't the Club member or who visits the Club on a single visit.

2. General Rules

- 2.1.** The FITNESS BLITZ fitness club is a chain of gyms located at the following addresses:

In the city of Almaty

1. Fitness blitz "Salamat" –Business center «MTC» 165 B Shevchenko Str., phone: 323-62-62
2. Fitness blitz "Aksay" - mcd. Aksay 5, bld 3, phone: 373-51-52
3. Fitness blitz "Lyumir" –Shopping center "Lyumir", mcd. Astana, bld.1/10, phone: 337-54-77
4. Fitness blitz "Ducat" - Shopping center "Ducat", mcd. 10, bld 3B, phone: 303-31-02
5. Fitness blitz "Kulager" - mcd. Kulager, bld. 10, phone: 234-99-41
6. Fitness blitz "Samal" –Shopping center “Eurasia” mcd. Samal-1, bld.9/2 Zholdasbekov Str.,phone: 248-45-99
7. Fitness blitz "Besagash" – Shopping center “Forte” town of Besagash, 162 Rayimbek Str., phone: 305-82-74
8. Fitness blitz "Sayran" - 286/2 Tole bi Str., phone: 248-65-45
9. Fitness blitz "Atakent" – 163A Auyezov Str., office 209,phone: 248-68-15
10. Fitness blitz "Navoi" – Business Center "Navoi", 98Zhandosov str., phone: 224-98-91

in the city of Astana

1. Fitness blitz "The 7thContinent" – Business center "The 7th Continent", 40 Kenesary str.,phone: 282-585
2. Fitness blitz "Moskva" - Business center "Moskva" – 18 Dostyk Ave., phone: 280-285

in the city of Shymkent

1. Fitness blitz Shymkent – 45 Baydibek Bi Str., phone: +7-708-165-6995

- 2.2.** Working hours of the Clubs for workouts: weekdays from 7:00 a.m. till 00:00 (Except the fitness club "Atakent": from 07:00 a.m. till 23:00), at the weekends and on holidays – from 10:00 a.m. till 22:00 o'clock local time. Access time for the Club Members for workouts depends on the type of the acquired Club card.
- 2.3.** The coaches' working hours and the group exercises schedule is set according to the approved schedule of the Club.
- 2.4.** Club members and their guests must leave the Club not later than the closing hours of the Club and may be in the Club only during the hours specified by the Club card (for the Club members and the person who came with him/her as a guest) or during the hours coordinated with the guest who came independently with a reference visit. In case of registration of an exit time from the Club at the reception desk 30 minutes later than the scheduled time, the Club member must pay single (guest) visit fee according to the existing Price list.
- 2.5.** The Club working hours can be changed at the initiative of the Club, in such cases the Club members are duly notified by posting the new working hours on the information stand and on the official website of the Club in advance.
- 2.6.** In case of an emergency shutdown of any kind of public communal services, the Club has the right to limit the Club visiting time and/or scope of the services provided by the Club without prior notice.

- 2.7. According to the established sanitary standards and rules, the Club has the right to limit the Club visiting time and/or scope of the services provided by the Club due to the necessity to carry out sanitary and preventive actions.

3. Club membership and Club cards

- 3.1. Membership in the Club is the right to use the services provided by the Club, which are included in the Club card.
- 3.2. Membership in the Club is individual (the Club database has Club members' names). The club has the right to refuse Membership to the person who is under the influence of alcohol, drugs and behave aggressively.
- 3.3. Membership in Club is made by concluding the Accession contract and going through the necessary procedure of registration at the Club Administration: filling out forms, registration of the Club card. For the conclusion of the Contract one should have an identification card. The Club administrator acquaints the guest/s with all types of visits, terms and conditions of purchasing the Club cards, as well as with these rules of visiting the chain of fitness clubs "FITNESS BLITZ".
- 3.4. After Membership registration is done the Guest is issued the Club card.
- 3.5. Purchase of the Club card (subscription) means that the Guest agrees with these rules and undertakes the obligations to obey them. After payment of the cost of the Club card has been made, the Guest will be given the Club card and the Accession Contract. The Accession Contract contains information about the guest and the Club.
- 3.6. After signing the Accession Contract and issuing the Club card, the Guest becomes a Club member.
- 3.7. Your Club card (a plastic card with a bar code, or its analog – the image of a bar code on a mobile device, a fingerprint, etc.) serves as your pass to the Club.
- 3.8. Club card is the property of the Club and cannot be sold or transferred to another person.
- 3.9. The club card is activated from the moment of making payment for membership in the Club.
- 3.10. The club card must be shown to the Administrator every time when you visit the Club. If a member of the Club fails to show the card the Club administrator has the right not to let him/her in. The Club administrator has the right to ask a Member or a Guest of the Club to show an identification card. The guest of the club who hasn't got the Club card can pay a single visit fee according to the Price list.
- 3.11. In case of loss of the unexpired Club card it is necessary to report it to the Club Administrator and pay a penalty for reissue of the Club card in the amount set by the Club administration.
- 3.12. Three types of Club cards are available: The Morning club card, the Daytime club card and the Unlimitedaccess Club card.
- 3.13. The Morning club card allows members to visit the Club on weekdays from 10-00 a.m. till 13-00 hours. The client must leave the Club at 13-00 hours. The Morning club card allows Members to visit the Club at weekends and during holidays from 10-00 a.m. till 22-00 hours.
- 3.14. The daytime club card allows Members to visit the Club on weekdays from 07-00 a.m. till 18-00 hours. The client must leave the Club at 18-00 hours. Daytime club cards allow Members to visit the Club at weekends and during holidays from 10-00 a.m. till 22-00 hours.
- 3.15. The unlimited access club card allows its holder to visit the Club on weekdays from 07-00 a.m. till 00:00 (midnight), at weekends and during holidays from 10-00 a.m. till 22-00 hours.
- 3.16. All types of Club cards allow the cardholders to visit the Club unlimited number of times. A club member independently decides how many times to visit the Club during the validity term of the Club card.

- 3.17.** Club cards allow the cardholders visit any Club in the territory of the Republic of Kazakhstan, and in case if there is a difference in the charge between the Club that the client opted for and the Club members' regularly visited Club, the Club member is obliged to pay the difference in the charge.
- 3.18.** Club members may change their Morning club card to the Day time access club card and the Unlimited access Club card, The Daytime access club card to the Morning club card and the Unlimited access Club card and Unlimited access Club card to the Daytime access club card and the Morning club card. When Club members opt for a different type of access cards the Club members have to pay the difference in the cost of the Club card in case the cost of the Club card that the Club member opted for is higher than the cost of his\her previously purchased Club card. In case the cost of the Club card that the Club member\ s opted for is lower than the cost of his\her previous Club card, the difference in the cost of the Club card shall not be returned to the Club member\ s.
- 3.19.** Club members must leave the Club no later than the time specified by each type of the subscription. In case if Club members exceed the time limit chosen by the Club member, the Club has the right to impose a penalty for every hour exceeding the time limit chosen by the Club member. The penalty amount is set by the Club administration.
- 3.20.** In case of repeated excess of the limit of time, set in the Club members' cards the Club has the right to cancel the Club membership, by terminating the Contract unilaterally.
- 3.21.** During the Club card validity term Club members may:
- Suspend the subscription for 1 month, once - for 30 days period;
 - Suspend the subscription for 3 months- 2 times each time for 30 days period;
 - Suspend the subscription for 6months - 3 times each time for 30 days period;
 - Suspend the subscription for 12 months - 4 times each time for 30 days period;
- 3.22.** Payment for services is made only to the Administrator of the Club and strictly before the workout. The cost of the Club card is set by the Club Administration. Guests can see the prices for services at the reception of the club or on the website of the Club. The Club Administration may change the prices without explanation unilaterally, without notifying the Club members.
- 3.23.** Club membership fee is paid in tenge. Payment forms: cash or wire transfer via POS-terminals. Organizations can pay the Club membership via wire transfer according to the invoices to be paid.
- 3.24.** During the period of validity of the Club card a Club member may re-register the club card once without explanation to the third party. To do that the Club member must file an application and come together with the person to whom he\she wants to re-register the Club card and pay a certain amount of money set by the Club Administration for reissuing the Club card.
- 3.25.** The Club cards can be valid for: 1 (one) month; 3 (three) months; 6 (six) months; 12 (twelve) months. Upon expiration of the Club card, Club members may prolong the validity term of the Club card for the period specified in the price list. To do that it is necessary to let the Administrator know about the prolongation period of the Club card, and make the payment according to the price list. The Club administrator in confirmation of prolongation of the Club card, issues to the Club member a document on prolongation (subscription, notification, a receipt or any other document). When the Club card is prolonged, the Accession Contract is automatically prolonged and there is no need for the Parties to sign any Addendum to the Accession Contract.
- 3.26.** In case of premature termination of the Contract for any reasons, refund for unused time is made according to the following scheme: 20% from the initial amount is deducted as administration fee and the remaining amount shall be split in proportion to the validity period of the Club card. When the Contract is prematurely terminated the Club member must fill out the form approved by the Club administration and indicate the date of its termination.

4. Rules of visiting the club

- 4.1.** At an entrance to Club, the Clubman shows to the Administrator the Club card instead of which, the Administrator gives out a key from a locker room locker. It is prohibited to be in the Club premises (except the reception zone) in street footwear and street outfit and is regarded as violation of these rules. In this case the Club Administration has the right not to let the Club member in to the workout zone or to the Club staff members.
- 4.2.** If Club members have valuable things, it is necessary to hand them over to a safe deposit box. The Club administration shall not be responsible for the valuable things which aren't checked in the safe, and also for the things in the lockers.
- 4.3.** When the Club members leave the Club they must hand over the key from the lockers and get back their Club Cards. In case of loss of the locker key or the storage key, the penalty shall be imposed according to the tariffs set by the Club Administration.
- 4.4.** If a Club member loses the locker key, the Club shall not be responsible for the Client's personal belongings kept in the locker.
- 4.5.** The Club members may not leave their belongings in the lockers and safes after the workouts in the Club.
- 4.6.** The club shall not be responsible for the Clients' personal belongings left in the locker rooms and in the workout zones. Personal belongings left in the Club are stored in the Club within 1 month from the moment they are found.
- 4.7.** Clients must use special shoe/boot covers to get to the locker room in their street shoes if need be. The Club administration has the right not to let in the Club members in street footwear for workout.
- 4.8.** The club members are obliged to follow the general and personal hygiene rules and keep the Club premises clean. Each Club member is advised to have personal towel during workouts for hygienic purposes.
- 4.9.** Children may not be in the Club premises.
- 4.10.** A 14 to 18 years old child can be in the Club together with his/her legal representative – a Club member or with another person – appointed by the legal representative. The person accompanying a child in the club is fully responsible for the child's health and life, as well as for compliance with the Club's safety rules.
- 4.11.** The Club shall not be responsible for children unaccompanied by legal representatives and\or unaccompanied by the appointed by legal representatives people.
- 4.12.** During the Club events the workout zone might be restricted. During the renovation works the area under renovation might have restricted access.

5. Club members safety

- 5.1.** By purchasing a club card the guest confirms that s/he has no medical contra indications for workouts.
- 5.2.** Club members workout in the territory of the Club at their own risk and bear personal responsibility for their health.
- 5.3.** The club members exempt the Club from any liability for the potential accidents connected with workout or any incidents happened because of the Club members' personal negligence in the territory of the Club.
- 5.4.** Club members are obliged to follow the rules, warnings, instructions and recommendations of the Club staff members.
- 5.5.** On their first visit to the Club all Club members must have induction.

- 5.6. To avoid causing injuries, the Club members are advised to attend only those sessions which are appropriate for their health status and level of training.
- 5.7. When club members use power simulators it is recommended to take into consideration the level of training.
- 5.8. Exercises with a free weight should be done together with personal coach or a partner.
- 5.9. The club shall not be responsible for the harm connected with deterioration of health if the Club member's health status worsened as a result of an acute disease, an exacerbation of a trauma or a chronic disease.
- 5.10. The club doesn't bear responsibility for the harm done to health and/or property of the Club members which came as a result of the illegal actions of the third parties or perpetrated by the Club members themselves.
- 5.11. The club doesn't bear responsibility for the harm to the Club members' health if the harm was done by the Club members themselves as a result of the violation of the Club rules, Rules of visiting certain zones of the Club, failure to have the safety induction, not following the safety induction rules, and also if the Club members workout independently. Club members must report the fact of having a trauma to the on duty coach of the Club.
- 5.12. Overloading the groove machines by adding additional heavy stuff is not allowed. It is forbidden to run, jump, or to distract the attention of other club members in any other ways. Club members and visitors must not work on faulty groove machines. In case of detection of malfunctions or any defects (cable defects, mechanical damages) it is necessary to report it to the coach in the gym.
- 5.13. After the workout Club members and visitors must put the sports equipment back to the specially designated area.
- 5.14. It is forbidden to start doing exercises with existing injuries and malaise. If a club member does not feel good or his/her health status is worsening it is necessary to stop doing exercises and notify the coach.
- 5.15. At the beginning of workout on a racetrack it is necessary to stand on the supports at the edges of the moving part/track, set the minimum speed and start working out after the track started moving. It is prohibited to get off the racetrack before its full stop.
- 5.16. To avoid trauma when working with a barbell, it is necessary to remove and put on weight plates evenly from both ends of the weight bar, to prevent the barbell falling down and it is recommended to secure the weight plates by locks.
- 5.17. When club members use groove machines it is important to insert the safety pins on the seats and rollers till the end to ensure safety.

6. The Club etiquette

- 6.1. Club members must behave according to the rules of public order and must not disturb other visitors of the Club and keep the Club clean.
- 6.2. Everyone must enter the workout zone in sportswear and spare sport shoes. During workout the upper part of the body must be covered. It is forbidden to workout barefoot, in socks, in flip-flops and home indoor shoes. Special exercises (yoga, pilates, etc.) are an exception.
- 6.3. Bar bells, dumbbells, other portable equipment after the workout must be put back to the designated places. The Club staff members can provide all necessary information.
- 6.4. Filming, taking pictures in the Club premises is allowed upon the written consent of the Club Administration.
- 6.5. All territory of the Club is a smoke free zone.
- 6.6. The Club expects conscientious attitude to the club equipment from all visitors/clients.

- 6.7.** Club members must treat one another and the Club staff members with respect. The Coach may refuse to work one on one with a Club member if he/she feels disrespect from the Client's side.
- 6.8.** Club members must not:
- use alcoholic drinks, drugs and smoke in the territory of club;
 - sell in the territory of club sports goods, sport supplement and other consumer goods (CG);
 - reserve shower booths by leaving personal toilet accessories in a booth;
 - appear in the workout zones and zones where there can be other Club members (except for locker rooms), stark naked, half-naked or wearing only underwear;
 - leave garbage and personal hygiene stuff in the changing rooms, lockers, shower and other places of public use;
 - be in the workout zone of the Club in the street footwear;
 - enter the restricted area for staff members only except for the cases when there is a special invitation;
 - move groove machines;
 - place in the territory of the Club announcements, advertisements, conduct surveys, give away goods in the territory of the Club without written permission of the Club Administration;
 - organize and hold events in the Club without permission of the Club Administration;
 - independently regulate the level of lighting and room temperature, change the positions of TVs and plasma panels, switch on/off air conditioners, etc.;
 - carry out actions which may cause property and/or non-property damage to the Club, and also other Club members, harm health and/or life of the Club staff members, Club members, and also the actions that may cause discomfort, irritation to another Club members.

Doing the above mentioned actions is the basis for termination of the contract unilaterally without refunding the Client the cost of the Club membership.

- 6.9.** If there is a ground for suspecting a Club member in using alcoholic drinks and/or drugs the Club internal safety control employee may depending on the situation take the following measures: ask a Club member to leave the workout zone, Take the Club member out of the Club premises, call law enforcement \police officers.

7. Rules of attending the group sessions

- 7.1.** For your personal safety it is recommended to have safety induction designed for group sessions.
- 7.2.** The club members must bring the appropriate footwear intended for group sessions and clothes. It is prohibited to workout barefoot, in beach shoes or indoor shoes, in footwear with slippery sole. The exception is made for special classes (e.g. yoga), according to the recommendation of the Coach.
- 7.3.** The club strongly recommends attending the group sessions corresponding to your fitness level. In case a Club visitor does not have the appropriate fitness level for certain types of exercises the Coach may not let him/her workout.
- 7.4.** Group sessions take place according to the time table and based on the preliminary registration. The Club reserves the right to limit the number participants. The club has the right to replace the Coach indicated in the schedule as well as the sessions time table.
- 7.5.** The club members must come on time for group sessions since certain sessions are designed by Coaches in such a way that if a Club member begins exercises late and without warming up and preparation it can do harm to health.

- 7.6. Clients of the Club must fulfill requirements of the Coach related to the exercises.
- 7.7. It is prohibited to use mobile phones in group sessions (phone calls during exercises disturb the group and the Coach).
- 7.8. Clients may not use their own choreography and equipment\ without the relevant command of the Coach.
- 7.9. While waiting for the beginning of exercises clients must not disturb the other group members by speaking loudly and setting\preparing the equipment for themselves.
- 7.10. After the workout all equipment must be taken back to specially designated places. Clients must handle with care the Club equipment (rugs, dumbbells, balls, etc.).
- 7.11. Clients who attend only group sessions may not walk into the gym.

8. Additional requirements

- 8.1. Club members may not demand from Club a compensation for moral, material damage or harm done to the Club member's health both during the period of validity of the club card and after expiration, except for the cases which are directly specified by the contract and by the current legislation. Clients of the Club bear full responsibility for the damage caused to Club, either by his\her Guests and/or by his\her minors.
- 8.2. It is prohibited to place announcements, advertisements, to conduct surveys and to distribute goods in the territory of the Club without written permission of the Club Administration.
- 8.3. The club shall not be held responsible before the Club members for suspension or termination of the Club operations caused by the force majeure circumstances caused by extraordinary and unsurmountable actions or circumstances which arose beyond the will and desire of the parties and which cannot be expected\forecasted or avoided (the declared or actual war, civil disorders, acts of terrorism, epidemics, siege, fire, earthquakes, floods and other natural disasters, as well as the adoption of acts of government bodies, local executive bodies and other force majeure circumstances).
- 8.4. The club doesn't bear responsibility for any adverse effects which occurred because of the Club members' fault, due to the violation of the rules. The club may request at any time a Club member to submit medical certificate confirming the absence of infectious diseases which restrict workout in public places.
- 8.5. If Club members deliberately conceal the fact that s\he has an infectious disease dangerous to other Club members, the Club has the right to terminate the contract and cancel membership in the club without paying any compensations for unused time of membership, other payments and refunds.
- 8.6. In case of detection of the theft perpetrated by a Club member or a visitor of the club the Club member will face inevitable lifetime ban on visiting the clubs, and the payment for the purchased Club card shall not be refunded. The club has the right to demand indemnification incurred as a result of the theft.
- 8.7. To ensure safety of the Club members and club etiquette the Club may have video surveillance in all premises of the Club, except for locker rooms and shower.
- 8.8. Club members by signing these Rules and voluntarily taking part in the advertizing campaigns of the Club (photo, video filming, interviews), give their consent to the Club Administration for publication, reproduction and distribution at the discretion of the Club their photos in the advertisements in newspapers/magazines and other printed products.
- 8.9. The club reserves the right to give out and/or not to give out to the Club members their photos and video recordings without explanation.
- 8.10. The club has the right to place the photos of the Club members and video recordings made at the corporate events of the Club - on the website of the chain of fitness Clubs:

www.fitnessblitz.kz and also on another open sources and Internet resources where information about the chain of FITNESS BLITZ Clubs is published.

- 8.11.** The club has the right to request from the Club members information on payment for the club card and confirmation of prolongation of the Accession Contract. This can be done by presenting the relevant documents (payment receipt, the document on prolongation (the monthly subscription)).
- 8.12.** Club members may for additional charge receive additional services, according to the price list.
- 8.13.** To receive additional services it is necessary to register at the Club reception, coordinate the suitable time with the Coach for carrying out one on one sessions and to make the advance payment for such service\\$. Cancellation or postponing the reserved service is possible provided that it is done in not less than 24 hours prior to the agreed time. In case if a Club member does not use the reserved service the paid amount of money shall not be refunded.
- 8.14.** Club members may reserve certain days and time for themselves by making the advance payment and coordinating with the Coach. In this case the agreed days and time will be reserved on the Club member's name.
- 8.15.** If a Club member is late for a session that s\he had made advance payment for and coordinated with the Coach, the Coach must wait for the Club member for 15 minutes. If a Club member is late for more than 15 minutes, the Coach may conduct a session with another Club member. When Club members are late for sessions the session time shall be decreased in proportion to the time that a Club member is late for without changing the cost of sessions.
- 8.16.** Club members in the premises of the Club may not use the services of another Coaches who don't work for this Club.
- 8.17.** Club members are obliged to pay all bills in due time for all additional services, by making the advance payment for all additional services they are going to use.
- 8.18.** In case of violation by the Client the Club Rules the club may issue the warning ticket to the Client of Club or to ban the Client to visit the Club without financial compensation in case of one gross or numerous minor violations of the rules.
- 8.19.** The Rules can be revised or amended by the Club Administration unilaterally if need be.
- 8.20.** Any information related to the Contract, the order of rendering services, changing and amending the rules, working hours of the Club shall be brought to the attention of the Club visitors, by placing the information on the information stands at the Club reception zone or on the official website of the Club www.fitnessblitz.com The fact of placement of information on the information stand of the Club or on the official website, shall be considered sufficient, full and timely notifying the visitors of the Club. The club members bear personal responsibility for familiarizing themselves with such changes. Changes come into force from the moment of their placement on the information stands of the Club or on the official website of the Club.
- 8.21.** Employees of the Club may take out of the Club premises the Club members and the guests who don't follow these rules or break the Clubdiscipline.
- 8.22.** All disputes and disagreements arising between the parties regarding these rules shall be resolved by holding negotiations between the Club and the Club members. Disagreements which are not settled by the parties peacefully, shall be resolved in the local courts.
- 8.23.** The Appendix No. 1 (Accession contract to the General Rules of visiting the FITNESS BLITZ fitness club) is an integral part of these rules.
- 8.24.** All other issues not regulated by provisions of these rules, shall be regulated by the legislation of the Republic of Kazakhstan.