

## TERMS AND CONDITIONS

These terms and conditions relate to the operation and function of UniActive, which is owned and run by UOW Pulse Limited, Building 13 Northfields Avenue, University of Wollongong NSW 2522. UniActive is a wholly owned and controlled entity of UOW Pulse Ltd, Building 11 University of Wollongong NSW 2522, ABN 28 915 832 337.

### 1. **MEMBERS**

#### 1.1. Definitions:

- 1.1.1. The term 'Member' refers to the person seeking membership and will have the usage rights and obligations prescribed by this document.
- 1.1.2. The term 'UOW' refers to the University of Wollongong.
- 1.1.3. The term 'UniActive Website' refers to the website [uniactive.uow.edu.au](http://uniactive.uow.edu.au).
- 1.1.4. The term 'User Code of Conduct' refers to the document prescribing conduct required of all users of UniActive facilities and services. Users are required to respect and comply with the conditions necessary to provide an appropriate environment for sport, recreation & leisure services. A copy is available for review on the UniActive Website
- 1.1.5. The term 'Kids in the Gym Policy' refers to the document prescribing the age limitations of UniActive facilities and services. Users are required to respect and comply with the conditions of the policy. A copy is available for review on the UniActive Website
- 1.1.6. The term 'Sports Facilities' refers to the Sports Hub, Sports Hall, squash courts, tennis courts, sports ovals and hockey fields.
- 1.1.7. The term 'Member's Portal' refers to the self-service membership management system hosted on the UniActive Website.
- 1.1.8. The term 'Access Card' refers to any card or RFID wristband which has been activated for automated access privileges.

#### 1.2. 'UOW Student rates are available to current enrolled UOW students. A valid University of Wollongong SOLS student enrolment is required upon initial sign-up.

- 1.2.1. 'UOW Staff and Concessions' rates are available to current UOW staff member; UOW alumni; current students (non-UOW students); persons with pension or disability pension, and emergency service workers. A valid concession card, student SOLS enrolment or UOW staff are required upon initial sign-up.
- 1.2.2. 'Standard / Community Member' rates are available to any members who are not eligible for UOW Student or UOW Staff and Concessions rates.
- 1.2.3. The term 'UniLife Membership' refers to the membership program offered by UOW Pulse Ltd, as offered on the [pulse.uow.edu.au](http://pulse.uow.edu.au) website.
- 1.2.4. The term 'Pulse Perks' refers to the membership program offered by UOW Pulse Ltd, as offered on the [pulse.uow.edu.au](http://pulse.uow.edu.au) website.
- 1.2.5. UOW 'Pulse Perks Members' will be offered a \$20 voucher to be put towards a direct debit membership payment on a UOW Student membership.

#### 1.3. UniActive reserves the right to refuse to enter into an agreement with any person at its sole discretion.

#### 1.4. UniActive reserves the right to refuse entry to any person at any time or to remove persons guilty of disruptive or disorderly conduct – including, but not limited to; verbally or physically threatening staff or other persons; gaining or attempting to gain unauthorised access (this may lead to membership termination without refund – or other sanctions).

#### 1.5. In the event your membership/visit pass is refused or terminated by UniActive, the Member is not entitled to a refund. The Member will be required to surrender and return UniActive issued Access Card to reception.

#### 1.6. Membership is valid from date of purchase rather than commencement of usage. Membership commencement may be delayed by a maximum of two (2) weeks by special arrangement.

#### 1.7. **Memberships are not refundable.**

### 2. **COOLING OFF PERIOD**

#### 2.1. All UniActive memberships and Multi-Visit passes are refundable during a "Cooling Off Period" of seven (7) days beginning on the date the Membership Application Form was signed. The Member must cancel the membership in writing by completing the 'Membership Cancellation Request Form' at reception. If a membership is cancelled during the Cooling Off Period, the cost of the total pro-rated payment, less the value of any goods or services received, will be refunded.

#### 2.2. If a member wishes to cancel their membership outside of their "Cooling Off Period" they would be required to complete the minimum commitment period of four (4) periodic payments (weekly direct debits) before giving their 14 day notice period.

### 3. **MEMBERSHIP ENTITLEMENTS**

#### 3.1. By signing the application form the Member agrees to be bound by these terms and conditions. The membership only permits the Member to entitlements specific to the selected membership type.

#### 3.2. Information of the entitlements for each membership can be found on the UniActive Website. Membership entitlements are subject to change. Members will be notified by email or SMS at least 14 days prior to any changes.

#### 3.3. UniActive memberships do not include access to the Sports Facilities, or additional services including room hire, adult learn to swim classes, swim school, sports camps, personal training and other services. Access to Sports Facilities hire and services may be booked separately and are subject to the applicable fees and access terms.

#### 3.4. Multi-visit pass entitlements:

- 3.4.1. 20 Visit Gym Pass may be used for a single entry to either the UniActive Gym (Wollongong Campus or Innovation Campus), a Group Exercise Class or an Aqua Jogging Class.
- 3.4.2. Program Visit Passes can only be used for fitness program consultations.
- 3.4.3. 20 Visit UniActive Swim Program Pass can be used for a single entry for a UniActive Swim for Fitness class.
- 3.4.4. 20 Visit Pool Pass can only be used for casual lap swimming sessions.
- 3.4.5. 20 Visit Passes are valid for 12 months.
- 3.4.6. Reformer Pilates passes 5 or 10 packs are Valid for 6 months from date of purchase.

### 4. **ACCESS**

#### 4.1. To enter the Gym and Aquatic Centre, Members must present their UniActive issued RFID for scanning at the UniActive premises. The Member is required to carry photo identification whilst in the facilities.

#### 4.2. UniActive issued RFID bands remain the property of UniActive. The Member must report a lost or stolen access card immediately. Replacement RFID bands are available for \$10.

#### 4.3. In order to access UniActive – Innovation Campus during non-staffed hours, Members must watch the 24/7 induction Video for Innovation Campus with a UniActive staff member and agree to Terms and Conditions specific to access outside of staffed hours.

#### 4.4. Parking is available at the Wollongong Campus and Innovation Campus. Information relating to concessional parking periods and parking fees are available for review on the UniActive Website.

#### 4.5. Participation in Group Exercise Classes and swim programs is subject to availability. Participation in programs with set capacities is based on a booking system. Class bookings are open 3 days prior to the scheduled class time via the online Member's Portal. The Member has read and accepts the 'Group Exercise Class Booking Policy' – available for review on the UniActive Website.

### 5. **TRANSFERRING, SHARING AND SELLING**

#### 5.1. Members may not sell, transfer, share or permit another person to use their RFID/membership.

#### 5.2. If another person uses the Member's identification to access UniActive Gym, Aquatic Centre or Sports Facilities, the person will be refused entry and the RFID will be retained by UniActive. If the Member has not reported the RFID as lost or stolen, or has been found to have provided the RFID to another person, the Member will be fined \$250 and access to the facility will be suspended until payment is made. The Member's direct debit and salary sacrifice payment obligations will continue as scheduled. Membership swipe and go privileges may also be restricted until further notice.

- 5.3. Multi-visit passes may be transferred by completing a 'Membership Transfer Form' at the reception desk, subject to UniActive approval. The transferor and transferee must be present to transfer the membership.

## **6. CONDITIONS OF ENTRY**

- 6.1. By entering and using the UniActive Gym, Aquatic Centre and Sports Facilities you accept and agree to comply with the User Code of Conduct. A copy of the User Code of Conduct is available for review on the UniActive Website.
- 6.2. Members agree to complete a Pre-Exercise Screen before using the Gym or participating in any classes or programs. The Member may be requested to present a medical clearance documents from a medical practitioner prior to undertaking any exercise program or entering the Gym.

## **7. DIRECT DEBIT PAYMENT TERMS**

- 7.1. UniActive engages 'Payrix' to offer direct debit services. By joining as a Member, he/she has read, understood and accepts the conditions of service offered by Payrix, as detailed in the 'Payrix Direct Debit Request (DDR) Service Agreement' (issued by Payrix). The 'Payrix Direct Debit Request (DDR) Service Agreement' may be updated from time to time by Payrix and UniActive will advise the Member of such changes via email and the Member's continued use of the UniActive facilities, services, classes or programs will constitute acceptance of those changes.
- 7.2. A pro-rata payment of 1-7 days is required at the time of joining.
- 7.3. Members are responsible for providing the correct account number. Fees imposed by financial institutions and Payrix for providing incorrect bank account or credit card details are the responsibility of the member.
- 7.4. The Member's nominated bank account or credit card will be debited the amount set out in the membership agreement, on a debit date scheduled by UniActive. On occasion when a debit date falls on a NSW public holiday, the debit will be deducted on the next business day. The Member agrees to pay membership fees weekly in advance.
- 7.5. All memberships are ongoing until such time as the member provides 14 days written notice to cancel. Cancellation requests can be made by completing the 'Membership Cancellation Form' at reception or by email to [uniactive@uow.edu.au](mailto:uniactive@uow.edu.au). UniActive will respond to the receipt of written termination notice within seven (7) days. The Member acknowledges, unless he/she provides written notice of termination of their membership prior to the next scheduled payment of their weekly direct debit membership contract, their membership fees will continue to be deducted until 14 days after he/she provides written notice to UniActive. The Member may continue to access the membership entitlements up to the final access date, corresponding with the settlement of the final payment.
- 7.6. Memberships cancelled prior to completion of four (4) periodic payments (weekly direct debits) will incur a \$50 cancellation fee, deducted as a final payment.
- 7.7. Cancellation of the membership does not limit UniActive's ability to recover any unpaid or overdue amounts validly owed before the membership was cancelled.
- 7.8. The weekly direct debit payment amount will align with the applicable membership fee at the time of purchase. UniActive reserves the right to update or change the direct debit payment amounts, frequency of deductions, and the dates of debit. UniActive will notify the Member with a minimum 14 days' notice and specify the date from which the change will apply.
- 7.9. Any member who is one (1) or more instalments in arrears will have sanctions imposed, including not being able to access the facility. Each failed payment will incur a \$10 rejection fee payable to UniActive. UniActive is in no way liable for any additional fees imposed by the Member's financial institution as a result of failed payments.
- 7.10. The member's eligibility to 'UOW Student' and 'UOW Staff and Concession' rates will be reviewed periodically. Members who do not meet the eligibility criteria, will be notified by email with 14 days notice and the 'Standard / Community' rates will commence from the next direct debit date. The Member is eligible to reconfirm their eligibility by verifying their identification cards at the UniActive reception desk during staffed hours.

## **8. SALARY PACKAGED PAYMENT TERMS**

- 8.1. Staff of UOW and its controlled entities, and UOW Pulse Ltd staff employed on a permanent basis are eligible to Salary Sacrifice any 12 month membership in accordance to their employment entitlements. Salary sacrifice fees are deducted from the Member's pre-tax salary on a fortnightly basis. The Member understands their repayment obligations are owed to UOW. If employment with UOW ceases, the Member agrees to pay any outstanding balance owing on the membership in full to UOW, on the last payment deduction date.
- 8.2. Salary Sacrifice memberships cannot be cancelled, these memberships are 12 months in length.

## **9. MULTI-VISIT PASS PAYMENT TERMS**

- 9.1. Multi-Visit passes, including but not limited to 20 Visit Gym Pass; Personal Training passes; Program Visit passes and Aqua passes, are paid in full at the time of purchase. Multi-Visit passes are not available for salary sacrifice.
- 9.2. All Multi-Visit passes have a 12-month validity period from the date of purchase. Any unused visit passes will be deactivated and are non-refundable.
- 9.3. Reformer Pilates Passes are valid for 6 months from date of purchase.

## **10. SUSPENSIONS**

- 10.1. Direct Debit memberships may suspend the membership for maximum period of up to 8 weeks per 12 months of active membership. Suspension requests require at least three business days written notice by completing the 'Membership Suspension Form' or via email submitted to [uniactive@uow.edu.au](mailto:uniactive@uow.edu.au). Any weekly payments attributable to the nominated suspension period is credited towards the next applicable weekly payment period.
- 10.2. Memberships must not have an outstanding amount at the time of requesting suspension.
- 10.3. Salary sacrifice memberships may suspend their membership for a maximum period of up to 8 weeks per 12 months of active membership. Fortnightly deductions will not be suspended, instead suspension days would be added to the end of the membership term.
- 10.4. The minimum suspension period is 7 days. The Member must nominate a start date and end date for the membership suspension. If the Member applies for more than the entitled suspension period, UniActive will approve the entitled period only.
- 10.5. Suspension requests for more than the maximum allowable period may be considered, subject to UniActive approval (supporting medical documentation must be provided).
- 10.6. Backdated suspensions will not be approved.
- 10.7. Multi-visit passes may not be suspended.

## **11. MINIMUM AGE**

- 11.1. Children under 12 years of age are not permitted to enter the gym or be present during Group Ex without the consent of UniActive.
- 11.2. The minimum age to access UniActive Wollongong Campus and Innovation Campus Gym during staffed hours is 12 years of age with an adult present.
- 11.3. The minimum age to access UniActive Innovation Campus Gym during non-staffed hours is 16 years of age.
- 11.4. Children aged 12-16 years of age must be accompanied by an adult parent/guardian when purchasing a membership and are encouraged to book in and participate in a 30 minute induction session upon their first visit. A parent/guardian must co-sign and accept the terms and conditions, and ensure their child understands and complies with the User Code of Conduct. The Parent/Guardian must be the payer for their membership if the child is Under 16.
- 11.5. Children aged under 14 years may use the gym only if he/she is accompanied by a paying adult for the duration of their training session at UniActive. Please refer to Kids in Gym policy

## **12. HOURS OF OPERATION & CLOSURE PERIODS**

- 12.1. The Member may access the UniActive Gym, Aquatic Centre and Sports Facilities during the hours of operation, as notified. The Member is permitted access to the facilities and services associated with the membership he/she has purchased. Members may access additional facilities and services with the purchase of a casual entry.
- 12.2. UniActive may vary or stop providing any equipment, program or service without notice. UniActive is not liable for any loss or disappointment you may suffer as a result. This includes failing to obtain a position in group fitness classes at full capacity, or lack of parking spaces.
- 12.3. Time extensions or suspension days will not be offered in the case of closures due to Public Holidays or any facilities and services being temporarily unavailable.
- 12.4. The UniActive Innovation Campus Gym is available for access in accordance to the membership entitlements and applicable terms and conditions. Staffed hours are available for review on the UniActive Website.
- 12.5. The Wollongong Campus Gym, Aquatic Centre and Sports Facilities will be closed during the UOW Concessional Day period, including but not limited to Christmas and New Year.
- 12.6. During University examination and graduation periods there may be minor restrictions to UniActive Wollongong Campus Gym operating hours, programs and services. Any closure dates and modifications to hours of operation will be communicated with as much notice as possible.

## **13. DRESS CODE**

- 13.1. Appropriate exercise attire and closed in training shoes must be worn at all times in the Gym. Steel capped boots, flip flops, slip ons and sandals are not permitted.
- 13.2. Appropriate swimwear must be worn in the Aquatic Centre.

## **14. TRAINING ETIQUETTE/CONDUCT**

- 14.1. The Member has read and agrees to comply with the User Code of Conduct, obey all signs and follow directions of UniActive staff
- 14.2. The Member is required to bring a towel to every workout and place it on upholstery of equipment and wipe down machines after use. No towel, no entry. Members are not permitted to share towels.
- 14.3. Only use the premises, facilities, equipment and services as shown and limited by your membership type. Dropping of weights or improper use of any fitness equipment will not be tolerated for any reason.
- 14.4. Smoking and vaping are strictly prohibited within all UniActive facilities. Violations may result in disciplinary action, including suspension or termination of membership.

## **15. LOCKERS, BAG RACKS AND PERSONAL PROPERTY**

- 15.1. A limited number of lockers are available to Members of UniActive. Personal belongings must not be left on the gym floor. UniActive takes no responsibility for belongings and valuables brought by the Member into UniActive premises and disclaims any liability for any personal property that is damaged, lost or stolen in the UniActive premises.
- 15.2. No overnight use of the lockers is permitted.

## **16. COMMUNICATIONS AND PRIVACY**

- 16.1. UniActive's primary method of communication is by email and/or SMS. It is the Member's responsibility to advise of any changes of their contact details. The Member is responsible for reviewing UniActive communication releases and membership changes. The Member's voluntary unsubscription from any communication method does not in any way invalidate membership changes or any communication releases. The Member's continued use of UniActive facilities and services, and participation in programs and classes constitutes acknowledgement of communication releases and acceptance of membership changes.
- 16.2. UniActive collects and uses personal information for related purposes such as; billing and account management and communication regarding products and services. By providing your information to us, you acknowledge that, and consent to us collecting and using your information to contact you for market research and to provide you information and offers.
- 16.3. UniActive value your privacy and will not; provide any personal information (including information regarding your membership) to any third party and take all precautions to prevent unauthorised access to that information.
- 16.4. The Member agrees to have a photo taken for identification purposes and is stored on the Member's profile.
- 16.5. UniActive will only disclose the Member's personal information with their consent or as permitted by law.

## **17. CHANGE/UNAVAILABILITY OF FACILITIES OR SERVICES**

- 17.1. Group exercise and swim program timetables are subject to change without notice. Timetables can be found on the UniActive Website. UniActive reserves the right and authority to alter and/or cancel any class, activity or access to facility space.

## **18. CHANGE OF DETAILS**

- 18.1. The Member agrees to notify UniActive of any changes to personal details, including changes to address, contact phone number and primary email address.
- 18.2. The Member understands their personal health and medical condition is subject to change. Should the Member's condition change at any time during their membership term at UniActive, the Member agrees to expressly notify UniActive staff by completing a new Pre-Exercise Screen.
- 18.3. The Member understands their payment obligations are dependent on their nominated bank account or credit card details. The Member agrees to expressly update any changes to his bank account or credit card details by completing a new 'Direct Debit Application Form' available at reception or by updating their details online.

## **19. RISK AND LIABILITY**

- 19.1. Each member expressly acknowledges and agrees that (subject only to gross negligence on the part of UniActive, UOW Pulse Ltd employees, volunteers or agents, being the direct cause of any loss, damage or injury to occur) each member will enter upon the UniActive Wollongong or Innovation Campus premises and surrounds and/or will participate in the programs, utilise the equipment and/or take advantage of the services offered therein absolutely at his or her own risk, such that each member releases and discharges UniActive, UOW Pulse Ltd and its employees, agents, volunteers and contractors from all liability for loss, damage or injury which may be sustained by a member in such manner, or under such circumstances.
- 19.2. The Member accepts responsibility for their own safety when attending UniActive and participating in any program, activity or using any UniActive Sports Facilities or equipment.
- 19.3. The Member acknowledges UniActive cannot offer medical advice and it is the Member's responsibility to ensure he/she does not participate in any exercise or use any equipment which may aggravate or adversely affect any outstanding conditions or injuries. UniActive recommends the Member to seek qualified medical professional advice before commencing any new exercise routine. If the Member has any health or medical concerns, he/she must discuss these with a qualified medical professional before attending the Gym, Aquatic Centre or UniActive Sports Facilities before using equipment, or participating in any program or activity.
- 19.4. The Member consents to receive, and authorise UniActive to arrange, medical or hospital treatment which may be deemed advisable in the event of injury, accident, and/or illness to the Member when attending the Gym, Aquatic Centre or Sports Facilities; and indemnify the organisers for all costs and expenses associated therewith.
- 19.5. For the avoidance of doubt, the Member acknowledges UniActive is not liable for third parties or injury to the Member caused by any other member or non-member.

- 19.6. If the Member causes damage to the Gym, Aquatic Centre, Sports Facilities or any equipment, UniActive may recover from the Member any costs of repair or replacement.
- 19.7. UniActive may also recover from the Member the cost of any loss or damage we suffer or incur as a result of your breach of these terms and conditions, which we have not been able to mitigate.

## **Payrix Direct Debit Request (DDR) Service Agreement**

Direct Debit Request (DDR) Service Agreement This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with Payrix and the Business. It also details what our obligations are to you as your Direct Debit Provider. We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

I/We hereby authorise Payrix Pty Ltd (ABN: 63 135 196 397) Direct Debit User ID 382220 to make periodic debits on behalf of the "Business" as indicated on the front of this Direct Debit Request (herein referred to as the Business).

I/We acknowledge that Payrix is acting as a Direct Debit Agent for the Business and that Payrix does not provide any goods or services and has no express or implied liability regarding the goods and services provided by the Business or the terms and conditions of any agreement with the Business.

I/We acknowledge that Payrix and the Business will keep any information (including account details) contained in the Direct Debit Request confidential. Payrix and the Business will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information. We will only disclose information that we have about you:

- (a) to the extent specifically required by law; or
- (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

I/We acknowledge that the debit amount will be debited from my/our account according to the Direct Debit Request, this Agreement and the terms and conditions of the agreement with the Business.

I/We acknowledge that bank account details have been verified against a recent bank statement to ensure accuracy of the details provided. If uncertain you should contact your financial institution. I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight; however transactions can take up to three (3) business days depending on your financial institution. I/We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I/We agree that Payrix will not be held responsible for any fees and charges that may be charged by your financial institution.

I/We Acknowledge that there may be a delay in processing if:

- (a) There is a public or bank holiday on the day, or any day after the debit date
- (b) A payment request is received by Payrix on a day that is not a Banking Business Day
- (c) A payment request is received after normal operational hours, being 2.30pm Monday to Friday.

Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise the Business to vary the amount of the payments from time to time as provided for within the Business agreement. I/We authorise Payrix to vary the amount of the payments upon instructions from the Business.

I/We do not require Payrix to notify me/us of such variations to the debit amount.

I/We acknowledge that the total amount billed will be for the specified period for this and/or subsequent agreements and/or amendments.

I/We acknowledge that the Business is to provide 14 days' notice if proposing to vary the terms of the debit arrangements.

I/We acknowledge that variations to the debit arrangement will be directed to the Business.

I/We acknowledge that any request to stop or cancel the debit arrangement will be directed to the Business.

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I/We acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming, you are advised to contact your financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, I/We will be responsible for any fees and charges for each unsuccessful debit in addition to any financial institution charges and collection fees, including and not limited to any solicitor fees and collection agent fees appointed by Payrix.

I/We authorise Payrix to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that if specified by the Business, a setup, variation, dishonour, SMS or processing fees may apply as instructed by the Business.

I/We authorise: (a) The Debit User to verify details of my/our account with my/our financial institution; and (b) The Financial Institution to release information allowing the Debit User to verify my/our account details.

Payrix Australia Pty Ltd (License No: 418105)

P 1300 592 283

ABN: 63 135 196 397

admin@payrix.com.au

P.O Box 6290, Upper Mt Gravatt, Queensland 4122

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# Privacy Statement

Version 2.0

## Introduction

At Virtuagym (referred to as “we”, “our”, “us” and “Virtuagym”) we recognize the importance of protecting your personal information and are committed to processing it responsibly and in compliance with applicable US and European information protection laws.

This Privacy Statement is designed to inform you on our privacy practices that apply to personal information we process for and about our clients, end-users, prospects and other individuals that visit our websites, social media pages, use our cloud-based application (“Service”) or use one of our other services that redirect you to this Privacy Statement.

Virtuagym can act as a controller and processor of your Information.

- Visit our website at <https://www.virtuagym.com>, or any website of ours that links to this privacy notice
- Engage with us in other related ways, including any sales, marketing, or events

**Questions or concerns?** Reading this privacy notice will help you understand your privacy rights and choices. If you do not agree with our policies and practices, please do not use our Services. If you still have any questions or concerns, please contact us at [info@virtuagym.com](mailto:info@virtuagym.com).

## SUMMARY OF KEY POINTS

***This summary provides key points from our privacy notice, but you can find out more details about any of these topics by clicking the link following each key point or by using our table of contents below to find the section you are looking for.***

### **What personal information do we process?**

When you visit, use, or navigate our Services, we may process personal information depending on how you interact with Virtuagym and the Services, the choices you make, and the products and features you use.

### **Do we process any sensitive personal information?**

We may process sensitive personal information when necessary with your consent or as otherwise permitted by applicable law.

### **Do we receive any information from third parties?**

We may receive information from public databases, marketing partners, social media platforms, and other outside sources.

### **How do we process your information?**

We process your information to provide, improve, and administer our Services, communicate with you, for security and fraud prevention, and to comply with law. We may also process your information for other purposes with your consent. We process your information only when we have a valid legal reason to do so.

### **In what situations and with which types of parties do we share personal information?**

We may share information in specific situations and with specific categories of third parties.

### **How do we keep your information safe?**

We have organizational and technical processes and procedures in place to protect your personal information. However, no electronic transmission over the internet or information storage technology can be guaranteed to be 100% secure, so we cannot promise or guarantee that hackers, cybercriminals, or other unauthorized third parties will not be able to defeat our security and improperly collect, access, steal, or modify your information.

### **What are your rights?**

Depending on where you are located geographically, the applicable privacy law may mean you have certain rights regarding your personal information.

### **How do I exercise my rights?**

The easiest way to exercise your rights is by filling out our data subject request form available here: <https://support.virtuagym.com/>, or by contacting us. We will consider and act upon any request in accordance with applicable data protection laws.

Want to learn more about what Virtuagym does with any information we collect?

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## **1. WHAT INFORMATION DO WE COLLECT?**



## **Personal information you disclose to us**

***In Short:*** We collect personal information that you provide to us.

We collect personal information that you voluntarily provide to us when you register on the Services, express an interest in obtaining information about us or our products and Services, when you participate in activities on the Services, or otherwise when you contact us.

**Personal Information Provided by You.** The personal information that we collect depends on the context of your interactions with us and the Services, the choices you make, and the products and features you use. The personal information we collect may include the following:

- names
- phone numbers
- email addresses
- mailing addresses usernames
- passwords
- contact preferences
- contact or authentication data debit/credit card numbers billing addresses
- language preference
- profile pictures
- training information
- progress information
- coach information
- communication information
- purchase information
- visit / facility access information
- booking information
- questionnaire information
- marketing information
- uploaded files

**Sensitive Information.** When necessary, with your consent or as otherwise permitted by applicable law, we process the following categories of sensitive information:

- health data
- financial data

**Payment Data.** We may collect data necessary to process your payment if you make purchases, such as your payment instrument number (such as a credit card number), and the security code associated with your payment instrument. All payment data is stored by PayPal, PaySafe, Mollie and GoCardless. You may find their privacy notice link(s) here:

[PayPal](#), [PaySafe](#), [Mollie](#) and [GoCardLess](#).

All personal information that you provide to us must be true, complete, and accurate, and you must notify us of any changes to such personal information.

## **Information automatically collected**

***In Short:*** Some information — such as your Internet Protocol (IP) address and/or browser and device characteristics — is collected automatically when you visit our Services.

We automatically collect certain information when you visit, use, or navigate the Services. This information does not reveal your specific identity (like your name or contact information) but may include device and usage information, such as your IP address, browser and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when you use our Services, and other technical information. This information is primarily needed to maintain the security and operation of our Services, and for our internal analytics and reporting purposes.

Like many businesses, we also collect information through cookies and similar technologies.

The information we collect includes:

- **Log and Usage Data.** Log and usage data is service-related, diagnostic, usage, and performance information our servers automatically collect when you access or use our Services and which we record in log files. Depending on how you interact with us, this log data may include your IP address, device information, browser type, and settings and information about your activity in the Services (such as the date/time stamps associated with your usage, pages and files viewed, searches, and other actions you take such as which features you use), device event information (such as system activity, error reports (sometimes called "crash dumps"), and hardware settings).
- **Device Data.** We collect device data such as information about your computer, phone, tablet, or other device you use to access the Services. Depending on the device used, this device data may include information such as your IP address (or proxy server), device and application identification numbers, location, browser type, hardware model, Internet service provider and/or mobile carrier, operating system, and system configuration information.
- **Location Data.** We collect location data such as information about your device's location, which can be either precise or imprecise. How much information we collect depends on the type and settings of the device you use to access the Services. For example, we may use GPS and other technologies to collect geolocation data that tells us your current location (based on your IP address). You can opt out of allowing us to collect this information either by refusing access to the information or by disabling your Location setting on your device. However, if you choose to opt out, you may not be able to use certain aspects of the Services.

#### **Information collected from other sources**

***In Short:*** We may collect limited data from public databases, marketing partners, and other outside sources.

In order to enhance our ability to provide relevant marketing, offers, and services to you and update our records, we may obtain information about you from other sources, such as public databases, joint marketing partners, affiliate programs, data providers, and from other third parties. This information includes mailing addresses, job titles, email addresses, phone numbers, intent data (or user behavior data), Internet Protocol (IP) addresses, social media profiles, social media URLs, and custom profiles, for purposes of targeted advertising and event promotion.

When an end-user connects with Google Fit we will use this to access the end-user's activity data. This data will be stored as Personal Information on Virtuagym's servers. We use this data to increase the usability of our service so end-users do not have to enter this data manually and calories can be calculated more accurately. Use and transfer to any other app of information received from Google APIs will adhere to Google API Services User Data Policy, including the Limited Use requirements.

See: [https://developers.google.com/terms/api-services-user-data-policy#additional\\_requirements\\_for\\_specific\\_api\\_scopes](https://developers.google.com/terms/api-services-user-data-policy#additional_requirements_for_specific_api_scopes)

## **2. HOW DO WE PROCESS YOUR INFORMATION?**

**In Short:** We process your information to provide, improve, and administer our Services, communicate with you, for security and fraud prevention, and to comply with law. We may also process your information for other purposes with your consent.

**We process your personal information for a variety of reasons, depending on how you interact with our Services, including:**

- **To facilitate account creation and authentication and otherwise manage user accounts.** We may process your information so you can create and log in to your account, as well as keep your account in working order.
- **To deliver and facilitate delivery of services to the user.** We may process your information to provide you with the requested service.
- **To respond to user inquiries/offer support to users.** We may process your information to respond to your inquiries and solve any potential issues you might have with the requested service.
- **To send administrative information to you.** We may process your information to send you details about our products and services, changes to our terms and policies, and other similar information.
- **To fulfill and manage your orders.** We may process your information to fulfill and manage your orders, payments, returns, and exchanges made through the Services.



- **To enable user-to-user communications.** We may process your information if you choose to use any of our offerings that allow for communication with another user.
- **To request feedback.** We may process your information when necessary to request feedback and to contact you about your use of our Services.
- **To send you marketing and promotional communications.** We may process the personal information you send to us for our marketing purposes, if this is in accordance with your marketing preferences. You can opt out of our marketing emails at any time. For more information, see "WHAT ARE YOUR PRIVACY RIGHTS?" below).
- **To protect our Services.** We may process your information as part of our efforts to keep our Services safe and secure, including fraud monitoring and prevention.
- **To identify usage trends.** We may process information about how you use our Services to better understand how they are being used so we can improve them.
- **To determine the effectiveness of our marketing and promotional campaigns.** We may process your information to better understand how to provide marketing and promotional campaigns that are most relevant to you.
- **To save or protect an individual's vital interest.** We may process your information when necessary to save or protect an individual's vital interest, such as to prevent harm.
- **To protect personal data against.** any known or anticipated threats or hazards to the security or integrity of such information.
- **To protect personal data against.** unauthorized access to, or use of, Personal Data, that could result in harm or inconvenience to any individual.

### 3. WHAT LEGAL BASES DO WE RELY ON TO PROCESS YOUR INFORMATION?

In Short: We only process your personal information when we believe it is necessary and we have a valid legal reason (i.e., legal basis) to do so under applicable law, like with your consent, to comply with laws, to provide you with services to enter into or fulfill our contractual obligations, to protect your rights, or to fulfill our legitimate business interests.

If you are located in the EU or UK, this section applies to you.

The General Data Protection Regulation (GDPR) and UK GDPR require us to explain the valid legal bases we rely on in order to process your personal information. As such, we may rely on the following legal bases to process your personal information:

- **Consent.** We may process your information if you have given us permission (i.e., consent) to use your personal information for a specific purpose. You can withdraw your consent at any time.
- **Performance of a Contract.** We may process your personal information when we believe it is necessary to fulfill our contractual obligations to you, including providing our Services or at your request prior to entering into a contract with you.
- **Legitimate Interests.** We may process your information when we believe it is reasonably necessary to achieve our legitimate business interests and those interests do not outweigh your interests and fundamental rights and freedoms. For example, we may process your personal information for some of the purposes described in order to:
  - Send users information about special offers and discounts on our products and services
  - Analyze how our services are used so we can improve them to engage and retain users
  - Support our marketing activities
  - Diagnose problems and/or prevent fraudulent activities
  - Understand how our users use our products and services so we can improve user experience
- **Legal Obligations.** We may process your information where we believe it is necessary for compliance with our legal obligations, such as to cooperate with a law enforcement body or regulatory agency, exercise or defend our legal rights, or disclose your information as evidence in litigation in which we are involved.
- **Vital Interests.** We may process your information where we believe it is necessary to protect your vital interests or the vital interests of a third party, such as situations involving potential threats to the safety of any person.

#### Children

We do not knowingly collect or solicit Personal Information from anyone under the age of 13. If you are under 13, please do not attempt to register for the Services or send any Personal Information about yourself to us. If we learn that we have collected Personal Information from a child under age 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us their Personal Information, please contact us at [infosec@virtuagym.com](mailto:infosec@virtuagym.com).

***If you are located in Canada, this section applies to you.***

We may process your information if you have given us specific permission (i.e., express consent) to use your personal information for a specific purpose, or in situations where your permission can be inferred (i.e., implied consent). You can withdraw your consent at any time.

In some exceptional cases, we may be legally permitted under applicable law to process your information without your consent, including, for example:

- If collection is clearly in the interests of an individual and consent cannot be obtained in a timely way
- For investigations and fraud detection and prevention
- For business transactions provided certain conditions are met
- If it is contained in a witness statement and the collection is necessary to assess, process, or settle an insurance claim
- For identifying injured, ill, or deceased persons and communicating with next of kin
- If we have reasonable grounds to believe an individual has been, is, or may be victim of financial abuse
- If it is reasonable to expect collection and use with consent would compromise the availability or the accuracy of the information and the collection is reasonable for purposes related to investigating a breach of an agreement or a contravention of the laws of Canada or a province
- If disclosure is required to comply with a subpoena, warrant, court order, or rules of the court relating to the production of records
- If it was produced by an individual in the course of their employment, business, or profession and the collection is consistent with the purposes for which the information was produced
- If the collection is solely for journalistic, artistic, or literary purposes
- If the information is publicly available and is specified by the regulations

## **4. WHEN AND WITH WHOM DO WE SHARE YOUR PERSONAL INFORMATION?**

***In Short:*** *We may share information in specific situations described in this section and/or with the following categories of third parties.*

**Vendors, Consultants, and Other Third-Party Service Providers.** We may share your data with third-party vendors, service providers, contractors, or agents ("**third parties**") who perform services for us or on our behalf and require access to such information to do that work. We have contracts in place with our third parties, which are designed to help safeguard your personal information. This means that they cannot do anything with your personal information unless we have instructed them to do it. They will also not share your personal information with any organization apart from us. They also commit to protect the data they hold on our behalf and to retain it for the period we instruct. The categories of third parties we may share personal information with are as follows:

- Ad Networks
- Cloud Computing Services Communication & Collaboration Tools Data Analytics Services
- Data Storage Service Providers Finance & Accounting Tools
- Payment Processors
- Website Hosting Service Providers Sales & Marketing Tools
- Product Engineering & Design Tools Social Networks

We also may need to share your personal information in the following situations:

- **Business Transfers.** We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.
- **Other Users.** When you share personal information (for example, by posting comments, contributions, or other content to the Services) or otherwise interact with public areas of the Services, such personal information may be viewed by all users and may be publicly made available outside the Services in perpetuity. Similarly, other users will be able to view descriptions of your activity, communicate with you within our Services, and view your profile.

## 5. DO WE USE COOKIES AND OTHER TRACKING TECHNOLOGIES?

***In Short:** We may use cookies and other tracking technologies to collect and store your information.*

We may use cookies and similar tracking technologies (like web beacons and pixels) to access or store information. Specific information about how we use such technologies and how you can refuse certain cookies is set out in our Cookie Notice.

## 6. IS YOUR INFORMATION TRANSFERRED INTERNATIONALLY?

***In Short:** We may transfer, store, and process your information in countries other than your own.*

Our servers are located in Ireland, and Germany. If you are accessing our Services from outside Ireland, and Germany, please be aware that your information may be transferred to, stored, and processed by us in our facilities and by those third parties with whom we may share your personal information (see "WHEN AND WITH WHOM DO WE SHARE YOUR PERSONAL INFORMATION?" above), in the United States, and other countries.

If you are a resident in the European Economic Area (EEA) or United Kingdom (UK), then these countries may not necessarily have data protection laws or other similar laws as comprehensive as those in your country. However, we will take all necessary measures to protect your personal information in accordance with this privacy notice and applicable law.

European Commission's Standard Contractual Clauses:

We have implemented measures to protect your personal information, including by using the European Commission's Standard Contractual Clauses for transfers of personal information between our group companies and between us and our third-party providers. These clauses require all recipients to protect all personal information that they process originating from the EEA or UK in accordance with European data protection laws and regulations. Our Standard Contractual Clauses can be provided upon request. We have implemented similar appropriate safeguards with our third-party service providers and partners and further details can be provided upon request.

## 7. HOW LONG DO WE KEEP YOUR INFORMATION?

***In Short:** We keep your information for as long as necessary to fulfill the purposes outlined in this privacy notice unless otherwise required by law.*

We will only keep your personal information for as long as it is necessary for the purposes set out in this privacy notice, unless a longer retention period is required or permitted by law (such as tax, accounting, or other legal requirements). No purpose in this notice will require us keeping your personal information for longer than the period of time in which users have an account with us.

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize such information, or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

## 8. HOW DO WE KEEP YOUR INFORMATION SAFE?

***In Short:*** We aim to protect your personal information through a system of organizational and technical security measures.

We have implemented appropriate and reasonable technical and organizational security measures designed to protect the security of any personal information we process. However, despite our safeguards and efforts to secure your information, no electronic transmission over the Internet or information storage technology can be guaranteed to be 100% secure, so we cannot promise or guarantee that hackers, cybercriminals, or other unauthorized third parties will not be able to defeat our security and improperly collect, access, steal, or modify your information. Although we will do our best to protect your personal information, transmission of personal information to and from our Services is at your own risk. You should only access the Services within a secure environment.

## 9. WHAT ARE YOUR PRIVACY RIGHTS?

***In Short:*** In some regions, such as the European Economic Area (EEA), United Kingdom (UK), and Canada, you have rights that allow you greater access to and control over your personal information. You may review, change, or terminate your account at any time.

In some regions (like the EEA, UK, and Canada), you have certain rights under applicable data protection laws. These may include the right (i) to request access and obtain a copy of your personal information, (ii) to request rectification or erasure; (iii) to restrict the processing of your personal information; and (iv) if applicable, to data portability. In certain circumstances, you may also have the right to object to the processing of your personal information. You can make such a request by contacting us by using the contact details provided in the section "HOW CAN YOU CONTACT US ABOUT THIS NOTICE?" below.

We will consider and act upon any request in accordance with applicable data protection laws.

If you are located in the EEA or UK and you believe we are unlawfully processing your personal information, you also have the right to complain to your local data protection supervisory authority. You can find their contact details here: [https://ec.europa.eu/justice/data-protection/bodies/authorities/index\\_en.htm](https://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm).

If you are located in Switzerland, the contact details for the data protection authorities are available here: <https://www.edoeb.admin.ch/edoeb/en/home.html>.

**Withdrawing your consent:** If we are relying on your consent to process your personal information, which may be express and/or implied consent depending on the applicable law, you have the right to withdraw your consent at any time. You can withdraw your consent at any time by contacting us by using the contact details provided in the section "HOW CAN YOU CONTACT US ABOUT THIS NOTICE?" below or updating your preferences.

However, please note that this will not affect the lawfulness of the processing before its withdrawal, nor when applicable law allows, will it affect the processing of your personal information conducted in reliance on lawful processing grounds other than consent.

**Opting out of marketing and promotional communications:** You can unsubscribe from our marketing and promotional communications at any time by clicking on the unsubscribe link in the emails that we send, or by contacting us using the details provided in the section "HOW CAN YOU CONTACT US ABOUT THIS NOTICE?" below. You will then be removed from the marketing lists. However, we may still communicate with you — for example, to send you service-related messages that are necessary for the administration and use of your account, to respond to service requests, or for other non-marketing purposes.

### **Account Information**

If you would at any time like to review or change the information in your account or terminate your account, you can:

- Contact us using the contact information provided.

Upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However, we may retain some information in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our legal terms and/or comply with applicable legal requirements.

**Cookies and similar technologies:** Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies. If you choose to remove cookies or reject cookies, this could affect certain features or services of our Services. To opt out of interest-based advertising by advertisers on our Services visit <http://www.aboutads.info/choices/>. If you have questions or comments about your privacy rights, you may email us at [infosec@virtuagym.com](mailto:infosec@virtuagym.com).

## 10. CONTROLS FOR DO-NOT-TRACK FEATURES

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track ("DNT") feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. At this stage no uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this privacy notice.

## 11. DO CALIFORNIA RESIDENTS HAVE SPECIFIC PRIVACY RIGHTS?

***In Short:*** Yes, if you are a resident of California, you are granted specific rights regarding access to your personal information.

California Civil Code Section 1798.83, also known as the "Shine The Light" law, permits our users who are California residents to request and obtain from us, once a year and free of charge, information about categories of personal information (if any) we disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to us using the contact information provided below. If you are under 18 years of age, reside in California, and have a registered account with Services, you have the right to request removal of unwanted data that you publicly post on the Services. To request removal of such data, please contact us using the contact information provided below and include the email address associated with your account and a statement that you reside in California. We will make sure the data is not publicly displayed on the Services, but please be aware that the data may not be completely or comprehensively removed from all our systems (e.g., backups, etc.).

### CCPA Privacy Notice

The California Code of Regulations defines a "resident" as:

1. every individual who is in the State of California for other than a temporary or transitory purpose and
2. every individual who is domiciled in the State of California who is outside the State of California for a temporary or transitory purpose

All other individuals are defined as "non-residents."

If this definition of "resident" applies to you, we must adhere to certain rights and obligations regarding your personal information.

### What categories of personal information do we collect?

We have collected the following categories of personal information in the past twelve (12) months:

Category	Examples
A. Identifiers	Contact details, such as real name, alias, postal address, identifier, Internet Protocol address, email address,

B. Personal information categories listed in the California Customer Records statute	Name, contact information, education, employment
C. Protected classification characteristics under California or federal law	Gender and date of birth
D. Commercial information	Transaction information, purchase history, YES fina
E. Biometric information	Fingerprints and voiceprints
F. Internet or other similar network activity	Browsing history, search history, online behavior, in systems, and advertisements
G. Geolocation data	Device location
H. Audio, electronic, visual, thermal, olfactory, or similar information	Images and audio, video or call recordings created in connection with our business NO activiti
I. Professional or employment-related information	Business contact details in order to provide you our qualifications if you apply for a job with us
J. Education Information	Student records and directory information
K. Inferences drawn from other personal information	Inferences drawn from any of the collected persona an individual's preferences and characteristics

We may also collect other personal information outside of these categories instances where you interact with us in person, online, or by phone or mail in the context of:

- Receiving help through our customer support channels;
- Participation in customer surveys or contests; and
- Facilitation in the delivery of our Services and to respond to your inquiries.

#### **How do we use and share your personal information?**



- Virtuagym collects and shares your personal information through: Targeting cookies/Marketing cookies
- Social media cookies
- Social media plugins: \_\_\_\_\_. We use social media features, such as a "Like" button, and widgets, such as a "Share" button, in our Services. Such features may process your Internet Protocol (IP) address and track which page you are visiting on our website. We may place a cookie to enable the feature to work correctly. If you are logged in on a certain social media platform and you interact with a widget or button belonging to that social media platform, this information may be recorded to your profile of such social media platform. To avoid this, you should log out from that social media platform before accessing or using the Services. Social media features and widgets may be hosted by a third party or hosted directly on our Services. Your interactions with these features are governed by the privacy notices of the companies that provide them. By clicking on one of these buttons, you agree to the use of this plugin and consequently the transfer of personal information to the corresponding social media service. We have no control over the essence and extent of these transmitted data or their additional processing.

More information about our data collection and sharing practices can be found in this privacy notice. You may contact us by email at [infosec@virtuagym.com](mailto:infosec@virtuagym.com), or by referring to the contact details at the bottom of this document.

If you are using an authorized agent to exercise your right to opt out we may deny a request if the authorized agent does not submit proof that they have been validly authorized to act on your behalf.

### **Will your information be shared with anyone else?**

We may disclose your personal information with our service providers pursuant to a written contract between us and each service provider. Each service provider is a for-profit entity that processes the information on our behalf.

We may use your personal information for our own business purposes, such as for undertaking internal research for technological development and demonstration. This is not considered to be "selling" your personal information.

Virtuagym has not sold any personal information to third parties for a business or commercial purpose in the preceding twelve (12) months. Virtuagym has disclosed the following categories of personal information to third parties for a business or commercial purpose in the preceding twelve (12) months:

- Category A. Identifiers, such as contact details like your real name, alias, postal address, telephone or mobile contact number, unique personal identifier, online identifier, Internet Protocol address, email address, and account name.
- Category B. Personal information, as defined in the California Customer Records law, such as your name, contact information, education, employment, employment history, and financial information.

The categories of third parties to whom we disclosed personal information for a business or commercial purpose can be found under "WHEN AND WITH WHOM DO WE SHARE YOUR PERSONAL INFORMATION?".

### **Your rights with respect to your personal data**

Right to request deletion of the data — Request to delete

You can ask for the deletion of your personal information. If you ask us to delete your personal information, we will respect your request and delete your personal information, subject to certain exceptions provided by law, such as (but not limited to) the exercise by another consumer of his or her right to free speech, our compliance requirements resulting from a legal obligation, or any processing that may be required to protect against illegal activities.

Right to be informed — Request to know

Depending on the circumstances, you have a right to know:

- whether we collect and use your personal information;
- the categories of personal information that we collect;
- the purposes for which the collected personal information is used; whether we sell your personal information to third parties;
- the categories of personal information that we sold or disclosed for a business purpose;
- the categories of third parties to whom the personal information was sold or disclosed for a business purpose; and

- the business or commercial purpose for collecting or selling personal information.

In accordance with applicable law, we are not obligated to provide or delete consumer information that is de-identified in response to a consumer request or to re-identify individual data to verify a consumer request.

Right to Non-Discrimination for the Exercise of a Consumer's Privacy Rights

We will not discriminate against you if you exercise your privacy rights.

#### Verification process

Upon receiving your request, we will need to verify your identity to determine you are the same person about whom we have the information in our system. These verification efforts require us to ask you to provide information so that we can match it with information you have previously provided us. For instance, depending on the type of request you submit, we may ask you to provide certain information so that we can match the information you provide with the information we already have on file, or we may contact you through a communication method (e.g., phone or email) that you have previously provided to us. We may also use other verification methods as the circumstances dictate.

We will only use personal information provided in your request to verify your identity or authority to make the request. To the extent possible, we will avoid requesting additional information from you for the purposes of verification. However, if we cannot verify your identity from the information already maintained by us, we may request that you provide additional information for the purposes of verifying your identity and for security or fraud-prevention purposes. We will delete such additionally provided information as soon as we finish verifying you.

#### Other privacy rights

- You may object to the processing of your personal information.
- You may request correction of your personal data if it is incorrect or no longer relevant, or ask to restrict the processing of the information.
- You can designate an authorized agent to make a request under the CCPA on your behalf. We may deny a request from an authorized agent that does not submit proof that they have been validly authorized to act on your behalf in accordance with the CCPA.
- You may request to opt out from future selling of your personal information to third parties. Upon receiving an opt-out request, we will act upon the request as soon as feasibly possible, but no later than fifteen (15) days from the date of the request submission.

To exercise these rights, you can contact us by email at [infosec@virtuagym.com](mailto:infosec@virtuagym.com), or by referring to the contact details at the bottom of this document. If you have a complaint about how we handle your data, we would like to hear from you.

## 12. DO WE MAKE UPDATES TO THIS NOTICE?

***In Short:*** Yes, we will update this notice as necessary to stay compliant with relevant laws.

We may update this privacy notice from time to time. The updated version will be indicated by an updated "Revised" date and the updated version will be effective as soon as it is accessible. If we make material changes to this privacy notice, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this privacy notice frequently to be informed of how we are protecting your information.

## 13. HOW CAN YOU CONTACT US ABOUT THIS NOTICE?

If you have questions or comments about this notice, you may contact our Data Protection Officer (DPO), Zakaria El-Bouchahati, by email at [zakariae@virtuagym.com](mailto:zakariae@virtuagym.com), or by post to:

Virtuagym  
Zakaria El-Bouchahati

## **14. HOW CAN YOU REVIEW, UPDATE, OR DELETE THE DATA WE COLLECT FROM YOU?**

Based on the applicable laws of your country, you may have the right to request access to the personal information we collect from you, change that information, or delete it in some circumstances. To request to review, update, or delete your personal information, please visit: <https://support.virtuagym.com/>