



### **1. Website ownership**

FIT2ONE Online Personal Training Systems is property and is managed by ACTIVA Gestión Deportiva, S.L. (from now on, the Entity) who is the owner of this website (from now on the Website). Its place of business is located at the Ctra. General, nº 50-B, La Victoria de Acentejo, Santa Cruz de Tenerife (Spain) registered on the Commercial Register of Santa Cruz de Tenerife under the VAT: B38943163. The electronic contact with the Entity can be made through the following address support@fit2one.com. The domain(s) name(s) through which you accessed the Website is/are under the ownership of the Entity. This (these) domain(s) name(s) could not be used in connection with other contents, products or services that are not under the ownership of the Entity and its Group or in a way that can cause confusion among the final Users or the Entity discredit.

### **2. Scope**

This Legal Advice collects the conditions that regulate the access, browsing, Website use and eventual signing in on the private area of it. The mere access, the registering accomplishment, as the formulation of any consultation, complaint and, in general, any act of similar nature of the previous mentioned via the forms and/or mail electronic boxes that exist in the Website, will imply, by the User, the acceptance without reserves of every and each one of the norms conforming the present Legal Advice and the acquisition of being considered as a Website User. As a consequence, the User must read carefully and know the content of the present Advice.

### **3. Cookies**

To ensure that the website is being well administered and to ease a better browsing inside of it, both the Entity as the provider(s) of web services could be using “cookies” (short text files saved in the User’s browser) strictly technical, with the only and legit scope of improving its navigation on the Website. In case you’re not conform with the described data treatment and you don’t want to give your consent not even for mere technical effects of improving your navigation experience you must reject all “cookies” by selecting the corresponding setting on your browser.

### **4. Website Content**

The validity and reliability of the offers and legal terms of the services of this website are limited to transactions with the Entity. The Entity reserves its right to change any of the contractual conditions and of supplying described on this website without prior notice. Also the User is obliged to use the contents and services offered on this website in a diligent, correct and licit way, according to the current laws and, in particular, commits to not: use them with scopes or effects contrary to the laws, the moral, the good manners, the public order and the concrete instructions received from the Entity. The User commits also to not using the contents of the Website in order to harm the legit rights of third parties.

### **5. Responsibilities and limitations**

The Entity cannot guarantee the continuity of the information given through the Website, and not the absolute inexpugnability of its contents. As a consequence, the Entity cannot ensure or is responsible for the continuity of the services due to external causes of out of the Entity’s control. However, the Entity states that has adopted every necessary measure, within its possibilities and the technology status, to guarantee the appropriate functioning of the Website and to avoid the existence and transmission of virus and other harmful components to the Users. The Entity makes the maximum efforts to avoid mistakes in the contents that are published on the Website.

### **6. Intellectual and Industrial Property Rights**

The Entity owns or has obtained the corresponding license over the exploitation rights in matter of intellectual, industrial or image property on the contents available on the Website. Among these contents are mentioned to merely enunciate and not limit, the texts, graphic designs, drawings, codes, software, photos, videos, sounds, databases, indexes, images, marks, logotypes, expressions and information and, in general, any other creation protected by the national rules and international agreements about intellectual and industrial property (from now on, as a whole, the Contents). Are reserved all rights of intellectual and industrial property over those Contents and, in particular, it is forbidden to modify, copy, reproduce, communicate in public, transform or distribute in any way the Contents totally or partially included in FIT2ONE Online Personal Training Systems. The access and navigation of the User through the website in no case will be understood as a renounce, transmission, license or total or partial cession of the rights mentioned before by the Entity. As a consequence, it is not allowed to delete, elude or manipulate the copyright and any other identification data of the rights of the Entity. The references to names and trademarks carry implicitly the forbiddance about their use without the consent of the Entity or its legit owners.

## **7. Links**

Links from the Website to other websites: The Entity can offer links, directly or indirectly, to resources or websites that are outside the Website. The presence of these links on the Website has an informational scope, and does not constitute an invitation to contract products and/or services that are offered or can be offered on the destination websites and does not imply the existence of any bond or commercial relationship or dependence with the linked entity. The Entity has not the faculty or human or technical means to know, control or approve all the information, contents, products or services offered by other websites which can be linked on the Website. As a consequence, the Entity won't be able to assume any kind of responsibility regarding any aspect related to the linked websites, and concretely, just to enunciate it and not to be exhausting about it, it cannot assume any responsibility about their functioning, access, information, files, quality and reliability of their products and services, their own links and/or any of their contents, in general.

## **8. Privacy Policy**

When it is necessary for the User to register or give personal data (among other, to access the services of the private area; request information; purchase plans; send consultations, complaints or contracting requests), the collection and treatment of the personal data will be performed in compliance with the principles provided in the Organic Law 15/1999, of December 13th, regarding the Protection of Personal Data (LOPD), the RD 1720/2007 and other norms in progress. The registered User data treatment will be conducted in conformity with the principles of loyalty and transparency and, in particular, subject to the duty of confidentiality and secret, as the Entity has adopted reasonable security measures to avoid any alteration, loss, unauthorized access or damage to the personal data and registered information. The User has recognized its rights to access, rectification, cancellation and opposition (A.R.C.O.); which will be able to exercise directing to the pace of business a communication in which justifies the scope of its petition attaching a copy of its DNI with the ref. "Data Protection"; or by sending those documents to support@fit2one.com, also indicating "Data Protection" on the subject of the email.

## **9. Duration and Modification**

The Entity reserves its right to modify the present Legal Advice and/or the particular conditions that, in its case, have been established for the use and/or contracting of the products or services offered through the Website, when is considered opportune or with the scope of adequating it to the laws and technological changes, being valid and having effects the modifications since the moment of their publication on the Website. The temporal validity of these terms of use agrees with the time of exposition, until they're fully or partially modified, moment in which will have validity the modified terms of use. The Entity will be able to take by granted, to suspend or interrupt, anytime without prior notice, the access to the website contents, without the possibility for the User of requesting any compensation. After that extinction, it will be still valid the prohibitions of use of the contents, exposed before in the present Legal Advice.

## **10. Communications with the registered users**

In any case, the communications of the Entity towards the registered User will be performed according to the contact data given. The User expressly accepts the use of the email, SMS, Whatsapp, etc. (as any other digital

technology created in the future), as a valid procedure to exchange information and to send communications by the Entity.

### **11. Generalities**

In case there are discrepancies between what's established on this Legal Advice and the particular conditions that, in its case, can be established regarding the products or services offered on the Website, it will prevail what is disposed on the particular conditions. In case any disposition(s) of this Legal Advice is(are) considered null or inapplicable, totally or partially, by any Court, Judge or competent administrative organ, that nullity or inapplicability will not affect the other dispositions of the Legal Advice or the particular conditions that, in its case, have been established. The no exercising or execution by the Entity of any right or disposition that is contained in this Legal Advice will not constitute a renounce to it, unless it is made an acknowledgement and written agreement by its side.

### **12. Phising**

The phishing is a technique that consists on spreading websites that have a similar aesthetical appearance to the original websites; to which is pretended to direct the Users for they to reveal their real access passwords in the imitation environment, so they can be used for frauds. Always type directly the website of the Entity on the search engine: never access the website of the Entity through a link received on an email by an unknown remittent and not gives over the phone, SMS or emails your passwords. The Entity will never request you using those means your access passwords to the private area. Change it immediately if you think you've been subject to an impersonation and notify it to the Entity as soon as you can.

### **13. Applicable laws and competent courts**

Regarding the established relationships between the Entity and the User, and in particular regarding the knowledge and resolution of any disputes, discrepancies or differences that can emerge between the parties, they will be solved according to the Spanish laws and will be judicially competent in its case the courts of the city of Santa Cruz de Tenerife.