



PRIVACY POLICY

“fit PEOPLE” Ltd. is the controller of Your personal data processing. **“fit PEOPLE” Ltd.** ensures that Your personal data is processed only according to predetermined purposes and limited to these purposes. **“fit PEOPLE” Ltd.** constantly monitors that Your personal data is processed in compliance with the principles of good practice in the processing of personal data – including, but not limited to, lawful and fair personal data processing, secure personal data processing and personal data processing that corresponds with Your rights.

“fit PEOPLE” Ltd. processes Your personal data for the following purposes:

1. Registration, Identification and Customer Tracking – with the justification: in order to take steps prior to entering into the Client Agreement and/or for the performance of the Client Agreement;
2. Provision of services – with the justification: for the performance of the Client Agreement;
3. Providing access to Sports clubs (24/7) – with the justification: for the performance of the Client Agreement;
4. Organization of the group classes – with the justification: for the performance of the Client Agreement;
5. Communication in case of applications and complaints – with the justification: for the performance of the Client Agreement;
6. Organization of accounting (including payment of services) – with the justification: for the performance of the Client Agreement and/or for compliance with a legal obligation to which “fit PEOPLE” Ltd. is subject;
7. Video surveillance for Your, “fit PEOPLE” Ltd. staff and property security – with the justification: for the purposes of the legitimate interests pursued by “fit PEOPLE” Ltd. or by a third party;
8. Sending commercial communications and organizing surveys – with the justification: Client’s given consent;
9. Compulsory execution of obligations – with the justification: for the purposes of the legitimate interests pursued by “fit PEOPLE” Ltd. or by a third party.

To demonstrate, that Your personal data processing activities are carried out in good faith and lawfully, **“fit PEOPLE” Ltd.** introduces and maintains a system of accountability which includes:

1. Implementation of Your right of access and other statutory rights;
2. Constant and continuous monitoring of IT systems to ensure the security of Your personal data – incl. to ensure timely detection of security incidents;
3. Implementation of transparent and high-level security cooperation with personal data processors and third party providers who provide services on behalf of or to "fit PEOPLE" Ltd.;
4. Regular training of “fit PEOPLE” Ltd. staff and assessing the legality of Your personal data processing activities and the adequacy of the data protection system.

The services provided by “fit PEOPLE” Ltd. are always characterized by consistently high quality standards and caring for Your well-being. Care for Your privacy is also one of the key priorities of our work. If you have any questions regarding the "Privacy Policy" implemented by "fit PEOPLE" Ltd., we invite you to contact the management of "fit PEOPLE" Ltd. – address: 21A Ernesta Birznieka-Upīša street, Riga, LV-1011.

The integral part of "Privacy Policy" implemented by "fit PEOPLE" Ltd. are internal regulations "Personal Data Processing Regulations". The said regulations are designed to ensure the compliance of Your personal data processing maintained by "fit PEOPLE" Ltd. with the legal requirements of the European Union and the Republic of Latvia in the field of data processing and



protection of natural persons. Therefore "fit PEOPLE" Ltd. invites You to become acquainted with "The Rights of Fitness Club Customers".

THE RIGHTS OF FITNESS CLUB CUSTOMERS

1. Terms and Abbreviations Used.

1.1. The Company – “fit PEOPLE” Ltd. (reg.No. 40103910132; address: Riga, 21A Ernesta Birznieka-Upīša street, LV-1011; e-mail: info@peoplefitness.eu), who is the controller within the meaning of the Article 7(1) of GDPR.

1.2. Customer – capacitated individual of at least 18 years of age or recognized as adult under the procedure stipulated by the laws and regulations of the Contract country and who has signed the Contract with the Company.

1.3. Contract – Customer contract between the Company and the Customer, which consists of these Basic conditions, Conditions of additional services, as well as General conditions of Club attendance and Pricelist, which are annexes to this Contract and integral part thereof, are binding upon the Customer, are published at the Website and available in the Customer area.

1.4. GDPR – the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

1.5. the Regulations – these „Personal Data Processing Regulations”, which were approved by the Company’s Board in accordance with the procedures laid down by the Company.

2. Provisions on Commencing the Processing of data.

2.1. The Company shall ensure that the processing of Customer’s data is carried out only for the following purposes:

2.1.1. registration, identification and Customer tracking;

2.1.2. provision of services;

2.1.3. provision of access to the Sports clubs (24/7) (with digital card of Customer’s fingerprint points);

2.1.4. organization of the group classes;

2.1.6. communication in case of applications and complaints;

2.1.7. organization of accounting (including payment of services);

2.1.8. video surveillance of the Customers, the employees of Company and the property of Company;

2.1.9. commercial communication with the Customer (incl. sending commercial communications and organizing surveys);

2.1.10. compulsory execution of obligations.

2.2. The processing of Customer’s data for the purposes set out in Clause 2.1 of the Regulations is provided on the following legal grounds:

2.2.1. to take steps prior to entering into the Customer contract between the Company and the Customer;

2.2.2. for the performance of the Customer contract, that is concluded between the Company and the Customer;

2.2.3. for the compliance with a legal obligation to which the Company is subject;

2.2.4. for the respecting of the legitimate interests pursued by the Company or by a third party;

2.2.5. Customer’s given consent.

2.3. The Company shall process the Customer’s data included in the following categories:

2.3.1. identification (basic) data, such as: name, surname, personal code, date of birth, contact information (e.g., phone number, address, e-mail address);

2.3.2. data describing habits, such as: information on fitness club and group class attendance (frequency, type, etc.);

2.3.3. financial data, such as: basic information on card, information on Customer payments (incl. on debt);

2.3.4. electronic and telecommunications data, such as: Customer identification information, electronic communications content;

2.3.5. authentication detail data, such as: username, password, PIN code, digital card of Customer's fingerprint points.

2.4. Prior to commencing the processing of Customer's data, the Company shall provide information to the Customer free of charge regarding the processing of Customer's data by the Company placing it on the Company's website. The Company shall ensure that the referred to information has been prepared in a concise, transparent and intelligible manner, explaining in plain and clear language.

2.5. If it is necessary to commence the processing of Customer's data for a purpose other than that in which the Customer's data was collected, the Company in order to ascertain whether the processing for other purposes is compatible with the purpose for which the Customer's data was originally collected, inter alia, take into account:

2.5.1. any link between the purposes for which the Customer's data is collected and intended further processing purposes;

2.5.2. the context in which the Customer's data has been collected, in particular in relation to the relations between the Customer and the Company;

2.5.3. the nature of the Customer's data, in particular, which categories of data are planned to be processed for a new purpose;

2.5.4. possible consequences of the intended further processing for Customers;

2.5.5. the existence of adequate technical and organizational Customer's data protection guarantees that may include encryption or pseudonymization.

3. Provisions on the Processing of data.

3.1. The Company shall be responsible for ensuring that the processing of Customer's Data implemented thereby is:

3.1.1. lawful, fair and transparent;

3.1.2. carried out for specific, explicit and legitimate purposes;

3.1.3. carried out on data compliant in terms of amount and content, preventing the obtaining of excessive data from the Customer;

3.1.4. aimed at the accurate processing of data, timely ensuring the rectification of inaccurate data;

3.1.5. termed in terms of data storage, which would prevent the processing of Customer's data for longer than is necessary for the purposes for which the respective data is processed;

3.1.6. performed by usage of appropriate technical and organisational measures relating to data security and protection to ensure the protection of data against the authorised or unlawful processing of data and against the accidental loss, destruction of, or damage to, data.

3.2. In order to vividly prove that the Company implements the processing of Customer's data in accordance with the provisions of Clause 3.1 of these Regulations, the Company shall introduce and maintain the accountability system, which shall include the following:

3.2.1. the exercising of the right of access by the Customer;

3.2.2. the implementation of the Data Processing Impact Assessment, if planned activities relating to the processing of Customer's data are likely to result in a high risk to the rights and freedoms of the Customers;

3.2.3. the timely detection and comprehensive investigation of security incidents relating to the protection

of Customer's data, as well as the notification of Data breaches to the Data State Inspectorate and the Customer;

3.2.4. the implementation of transparent cooperation with service providers;

3.2.5. the maintenance of the Data Processing Register and ensuring its availability to the Data State Inspectorate;

3.2.6. the training of Company's employees and regular assessing the lawfulness of processing of data and the compliance of the data protection system.

3.3. The Company shall guarantee the Customer the following rights with the regard to the processing of Customer's data:

3.3.1. to receive information about the processing of Customer's data by the Company, its lawfulness and Customer rights;

3.3.2. to access to his or her data;

3.3.3. to rectify his or her data;

3.3.4. to erase his or her data;

3.3.5. to restrict the processing of his or her data;

3.3.6. to receive and send his or her data (including through the intermediary of the Company, if technically feasible) provided to the Company;

3.3.7. to object to the processing of his or her data;

3.3.8. to invite to revise automated individual decisions (including with regard to profiling).

3.4. The Customer may exercise the rights referred to in Clause 3.3 of these Regulations by submitting an application in one of the following ways:

3.4.1. in person in paper form at the Company's Administration, Riga, 21A Ernesta Birznieka – Upīša street, ensuring that the application is signed;

3.4.2. by post (including courier post) in paper form to the Company's correspondence address: Riga, 21A Ernesta Birznieka – Upīša street, LV-1011, ensuring that the application is signed;

3.4.3. in the form of an electronic document to the Company's official e-mail address info@peoplefitness.eu, ensuring that the application is signed in accordance with the requirements of laws and regulations in field of preparation of electronic documents.

3.5. The Company shall fulfil the request referred to in the application of the Customer without undue delay, no later than within one month following the receipt of the request. In fulfilling the request referred to in the application of the Customer, the Company shall inform the Customer of activities carried out with regard to the request. Where the request referred to in the application of the Customer applies to a large amount of information to be processed, the Company shall have the right to request the Customer to clarify the amount of his or her request, specifying as to which information and which processing activities of Customer's data the request applies.

3.6. The maximum term referred to in Clause 3.5 of these Regulations for the fulfilment of the request may be extended by 2 (two) further months, taking into account the complexity and number of the requests. The Company shall inform the Customer of any such extension within one month of receipt of the request, together with the reasons for the delay. The Company shall have the right to deny fulfilling the request referred to in the application or determine and request a charge for the fulfilment of the request, which shall include administrative costs relating to the provision of information or communication or the performance of the requested operation, if the requests of the Customer are unfounded or excessive (for example, repeating several times).

3.7. In performing operations relating to the exercising of the rights referred to in the application of the Customer, the Company shall immediately inform third parties of necessary changes in the processing of Customer's data, if any are necessary (for example, rectifying of data).

3.8. Where the Company does not fulfil the request specified in the application of the Customer with regard to the exercising of rights, including the case when the Company requests a charge for the fulfilment of the request, the Company shall inform the Customer, without delay and not later than within one month following the receipt of such request, of the causes for the non-fulfilment of the request specified in the application with regard to the exercising of rights and of the possibility of lodging a complaint to the Data State Inspectorate.

3.9. The Company shall provide the communication referred to in these Regulations with the Customer in electronic form (incl., in the format of a txt, which shall comply with the structured, commonly used and machine-readable format) to the e-mail designated by the Customer, except if:

3.9.1. The Customer requests information differently and the Company technically capable to fulfil such request;

3.9.2. there is a reasonable suspicion about the Customer's identity;

3.9.3. the transfer of the information, which contains data or other sort of confidential information, to the Customer cannot be implemented in a safe manner, observing the requirements of laws and regulations in the field of security of information systems.

3.10. The Company shall perform the Data Processing Impact Assessment in the following cases:

3.10.1. in all cases when the planned Customer's data processing operations – taking into account the nature, scope, context and purposes of the processing - are likely to result in a high risk to the rights and freedoms of the Customers;

3.10.2. if the Company plans to start the kind of processing of Customer's data, which is included on the list of the Data State Inspectorate in accordance with Article 35(4) of the GDPR;

3.10.3. if the Company plans to start a systematic and extensive evaluation of personal aspects of the Customers which is based on the automated processing of Customer's data, including profiling, and on which decisions are based that produce legal effects concerning the Customer or similarly significantly affect the Customer;

3.10.4. if the Company plans to start processing on a large scale of Special Categories of Data;

3.10.5. if the Company plans to start a systematic monitoring of a publicly accessible area on a large scale.

3.11. The Company shall maintain the Data Processing Register on all operations (collecting, storage and processing) carried out with Customer's data. The Data Processing Register shall include following information:

3.11.1. the name and contact details of the Company (the joint controller and the representative, if any);

3.11.2. the purposes of processing of Customer's data;

3.11.3. a description of categories of Customers on which the data are collected, kept and processed;

3.11.4. the categories of Customer's data which are collected, kept and processed;

3.11.5. information on third parties (categories of recipients) who will receive personal Customer's data from the Company;

3.11.6. information on the transfer of Customer's data to a third country, if any performed;

3.11.7. information on the storage terms of Customer's data;

3.11.8. a description of technical and organisation measures taken by the Company to ensure the Customer's data safety.

4. Service Providers.

4.1. The Company uses only service providers that provide sufficient guarantees that they will implement the appropriate technical and organizational measures in such a way that the processing complies with the requirements of the GDPR and guarantees the rights of Customers.

5. The Right to Lodge Complaint.

5.1. The Company in no way limits the Customer's right to lodge a complaint with the Data State Inspection regarding the legality of the Customer's data processing by the Company or the compliance of the Customer's data protection measures with the requirements of regulatory enactments regarding the processing of personal data in the field of personal data processing.

5.2. A complaint to the Data State Inspectorate referred to in Clause 5.1 of these Regulations may be filed by in one of the following ways:

5.2.1. placing it in the mail box of the Data State Inspectorate in Riga, 11/13 Blaumaņa Street, 1st storey;

5.2.2. sending it electronically (according to Section 1(2) of the Electronic Documents Law, signed with a secure electronic signature) to the e-mail address info@dvi.gov.lv;

5.2.3. sending it by mail to the address: 11/13-15 Blaumaņa Street, Riga, LV-1011.
