

Fitual partnership agreement

{{Business_Name}}
{{Street_Address}}
{{City}} {{Postal_Code}}
{{Country_Region}}

Reference: {{Ref_Number}}
Date created: {{Date}}

{{Contact_Name}} {{Contact_Surname}}
{{Contact_Email}}
{{Contact_Phone_Number}}

Standard price: {{Standard_price}}
Price with fitual: {{Fitual_price}}

Pawel Kielkowski
pawel@fitual.app
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Email to receive information about
fitual entries: {{entries_email}}

PARTNERSHIP AGREEMENT BETWEEN GYM AND FITUAL

This partnership agreement (the "Agreement") is made and entered on {{Date}} ("Effective Date") by {{Business_Name}}, with a business address at {{Street_Address}}, {{City}}, {{Postal_Code}}, {{Country_Region}} (the "Gym"), provided that it is represented in accordance with the legal principles of representation and Fitual, with a business address at Rzeszów, al. Piłsudskiego 17/4, postal code: 35-074, Poland (the "App").

The purpose of this Agreement is to jointly offer Fitual application users convenient access to gyms at promotional prices.

ACCESS AND USE OF THE GYM

The Gym will offer App's premium users a one-time entry at a discounted rate shown in the App. This rate should be more favorable than the standard one-time entry price for non-App users. Premium users can access the Gym by generating a pass in the App. The pass includes user details and a unique entry code, valid for 24 hours from issuance. Upon entry, the Gym verifies the user's identity to ensure secure and fair use of the services. The user pays the fee for the one-time entrance, upon which the Gym grants access to its facilities.

PARTNER ADMIN PORTAL

Upon signing this Agreement, the Gym can receive access to Fitual's partner portal, which allows it to manage passes and user-related information. The Gym agrees to keep this data secure and to use it only for providing services to Fitual users.

ADDITIONAL FEATURES

The App may introduce new features over time to enhance the user experience and support the Gym. The Gym will be informed in advance about any new features and their costs. Participation is completely optional, and the Gym will not be charged unless it chooses to use them.

CONFIDENTIALITY

The parties agree to keep confidential all information received from each other in connection with this Agreement and not to disclose such information to any third party.

LIMITATION OF LIABILITY

Fitual shall not be liable for any damages or losses arising out of or in connection with the use of the Gym facilities by the App's premium users. The Gym shall be solely responsible for any damages or losses caused by the user arising out of or in connection with the user's use of the Gym facilities.

TERM AND TERMINATION

This Agreement is effective from the Effective Date and remains in force until terminated by either party with 72 hours' written notice. Upon termination, all mutual obligations cease, except those that naturally survive termination. If new functionalities are introduced in the App, the parties may use them as part of ongoing cooperation. Some features may require acceptance of additional terms. If a key feature is declined, it may result in the need to end the cooperation.

GOVERNING LAW AND JURISDICTION

This is an agreement solely between Fitual and the Gym. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between parties. This is a business-to-business (B2B) contract. Neither party is responsible or liable for the other party's customers, clients, or end-users. This Agreement is governed by Polish law. Any disputes must be submitted exclusively to the courts of Poland.

ENTIRE AGREEMENT

This Agreement reflects the parties' understanding regarding the cooperation and replaces any prior arrangements on this subject, regardless of their form.

AMENDMENT

This Agreement may be updated from time to time. The Gym will be informed electronically about the App update each time. Continued use of the App will be understood as acceptance of the amended terms and conditions - effective within 30 days of receipt.

COUNTERPARTS

Fitual and the Gym shall each be responsible for any damages or losses arising from the use of the facility, to the extent that such damages result from their respective fault or negligence. Fitual users shall use the facility in compliance with its rules and regulations.

TERMINATION FOR CAUSE

Either party may terminate this Agreement if the other party materially breaches its terms and does not remedy the issue within 72 hours of receiving written notice. Examples of material breaches include, but are not limited to, misuse of user data, failure to verify user identity, or violations of applicable law. The parties commit to first attempting to resolve any issues through open dialogue.