

Terms and Conditions

1. Objective

1.1. The objective of the current Terms and Conditions is to set forth the general conditions of the Membership Agreement of Pürovel Spa & Sport which apply to a Member using the services of the Spa operated by the Proprietor on the basis of the Membership Agreement.

2. Terms and Definitions

2.1. The following terms are used in the following meanings in the Membership Agreement:

2.1.1. "Benefits" - the benefits and privileges of Membership as stipulated by the Proprietor;

2.1.2. "Commencement Date" – the date specified by the Proprietor in the Agreement as the date of commencement of the Member's Membership;

2.1.3. "Facilities" – the services, treatments, facilities and equipment available at the Spa; "Facility" means any one of the Facilities;

2.1.4. "Guest" – any third person visiting the Spa as the guest or invitee of the Member;

2.1.5. "Member" – a person who uses the services of the Spa on the basis of a Membership Agreement;

2.1.6. "Membership" – right to use the Facilities of the Spa as per the Membership package chosen at the time of signing the Membership Agreement in accordance with terms and conditions set forth in the Membership Agreement and appendices thereto; information regarding available Membership packages at any given time can be found in print in the Spa and electronically on the Spa's website (www.swissotel.com/hotels/tallinn/spa-fitness/);

2.1.7. "Membership Agreement" – an agreement between the Spa and a Member for the use of the Facilities. These Terms and Conditions, Regulations and Price List that are available in print in the Spa and electronically on the Spa's website (www.swissotel.com/hotels/tallinn/spa-fitness/) are considered integral part of the Membership Agreement;

2.1.8. "Premises" – the premises at Tornimäe 3, Tallinn 10145, Estonia leased by the Proprietor;

2.1.9. "Price List" – the valid prices of the Facilities determined by the Proprietor in effect at the time on conclusion of the Membership Agreement and subject to change from time to time at the sole discretion of the Proprietor; available in print in the Spa or electronically on the Spa's website (www.swissotel.com/hotels/tallinn/spa-fitness/);

2.1.10. "Proprietor" – Swissôtel Estonia OÜ (trading as "Swissôtel Tallinn");

2.1.11. "Regulations" – the procedures, rules and regulations established by the Proprietor for visiting the Spa and using its services, available in print in the Spa or electronically on the Spa's website (www.swissotel.com/hotels/tallinn/spa-fitness/);

2.1.12. "Spa" – Pürovel Spa & Sport spa and fitness facilities at the Premises;

2.1.13. "Specified Address" – any street address and electronic mail address specified in the Membership Agreement;

2.1.14. "Terms and Conditions" – the present general conditions that apply to Members using the Spa on the basis of a Membership Agreement.

3. Membership

3.1. A Membership Agreement consists of these Terms and Conditions, Regulations, Price List and annexes, if any, added to the Membership Agreement from time to time.

3.2. The term of Membership Agreement shall commence on the Commencement Date and expire, depending of the Membership package chosen at the time of signing the Membership Agreement, either (i) on the sixth or on the twelfth monthly anniversary of the signing date of the Membership Agreement or (ii) in case of monthly payment plan upon termination of the Membership Agreement. At the request of the Member, the Proprietor may (but shall not be obliged to) approve an extension of the term of Membership Agreement for an additional period provided that any additional fees as may be imposed by the Proprietor for such extension are paid in a timely manner.

3.3. Notwithstanding clause 3.2 hereof, the Proprietor may terminate the Membership Agreement at any time by giving written notice thereof to the Member at least seven (7) days in advance in the event that:

- a) the Member fails to observe or comply with any of the Terms and Conditions or Regulations;
- b) the Member fails to pay any sum due to the Proprietor from the Member within seven (7) days after written notice thereof has been provided to the Member.

3.4. No Member shall be entitled to any refund of the whole or any part of the fees paid by the Member under or in connection with the Membership Agreement in the event of termination of Membership Agreement whether by the Proprietor or the Member unless the termination of the Membership Agreement is attributable to violation thereof by the Proprietor.

3.5. Any and all rights and privileges under the Membership Agreement (including but not limited to entry and access to the Premises and the use of any other Hotel Facilities):

- a) are exclusive to the Member and may not be transferred or assigned to or exercised by any third person unless agreed upon by the Proprietor; and
- b) shall cease and terminate on the date of expiry of such Member's Membership Agreement or on the date falling on the day where the termination of such Member's Membership Agreement pursuant to these Terms and Conditions becomes effective, whichever is earlier (the "Termination Date").

3.6. The expiry or termination of any Membership Agreement shall not affect or terminate the liability of the Member to the Proprietor with respect to any charges or fees imposed prior to termination or any action, matter or transaction effected or occurring prior to the expiry or termination of the Membership Agreement.

4. Spa and Facilities

4.1. The Member shall be entitled to enter the Premises and use the Facilities in accordance with the Membership Agreement considering terms and conditions of the specific Membership package applicable to any particular Member.

4.2. The Proprietor shall be entitled to determine the operating hours of the Spa at its own discretion and no person shall be allowed to enter the Spa and/or to remain in the Spa outside the operating hours of the Spa.

4.3. The Member shall comply with and observe all the terms and conditions of the Membership Agreement, including but not limited to the Regulations, at all times while visiting the Spa and shall procure that every Guest does the same.

4.4. The use of any Facilities shall be subject to such fees as the Proprietor may in its sole discretion impose from

time to time and the Member shall pay those fees for the use thereof by the Member or any Guest.

4.5. Notwithstanding anything to the contrary in these Terms and Conditions, the Member shall not have any right to enter to and/or remain in the Spa or to use any of the Facilities until the Proprietor has received full payment of the fees for Member's Membership.

4.6. The Member shall ensure that before the Member or any Guest uses any Facility, that the Member or the Guest, as the case may be, has acquired sufficient knowledge to properly use it and that the Member or Guest, as the case may be, is in good health and a sufficient state of physical fitness to use the Facility without sustaining any injury and without causing any injury to any other person. Any and all use of any Facilities shall be at the personal risk of the Member and/or the Guest and the Proprietor shall accept no liability for any damages or harm that may be caused to the Member or the Guest as the result of improper use of any Facility by the Member and/or the Guest and/or poor health or insufficient physical fitness of the Member and/or the Guest.

4.7. The Proprietor shall be entitled to request any Member and/or any Guest who behaves in a disorderly manner or who disrupts the use of any of the Facilities by other persons or who breaches or fails to observe any terms of the Membership Agreement, including but not limited to these Terms and Conditions and the Regulations, to leave the Premises immediately and, in case of failure to do so, to remove such Member or Guest from the Premises by force.

4.8. Nothing in these Terms and Conditions shall exclude, affect or restrict the Proprietor's right to admit at its own discretion any person (whether or not a Member or Guest) into the Premises and to permit such person to use any of the Facilities on such terms as the Proprietor thinks fit.

5. Guests

5.1. The Proprietor shall be entitled to impose a fee or charge for the admission of any Guest to the Spa and to determine and revise the number of Guests that the Member may invite to the Spa at any time and the number of occasions when the Member may invite a Guest to the Spa.

5.2. The Member shall be responsible for the actions, conduct and safety of all Guests whilst they are on the Premises and shall be jointly liable for compensation of any and all damages caused by the actions or inactions of the Guests.

6. Payments

6.1. The Member shall pay all fees, charges and other sums due to the Proprietor on time.

6.2. Upon signing the Membership Agreement, the Member must at once pay the Membership fee in full according to the Membership Agreement, the price of which is defined by the Price List valid at the time of signing the Membership Agreement. The payment of the Membership fee is pre-condition for the Membership Agreement becoming effective and binding to the parties thereto.

6.3. The Member shall be jointly responsible for and shall pay all fees, charges and other sums due to the Proprietor by any Guest with respect to the use of any of the Facilities. Nothing in this provision shall affect or detract from any right, which the Proprietor may have against any Guest with respect to such fees, charges and other sums.

6.4. If the Member fails to pay any amount when due under the Membership Agreement, such Member shall pay delay interest on the overdue amount until payment in full at a rate equal to the sum of point one percent

(0.1%) per day. Any obligations rising from these Terms and Conditions shall be reconciled in the following order: debt collection expenses, delay interest and then the principal debt.

6.5. The Proprietor has the right to pass on information about the Member to any credit registry and to any debt collecting service of Proprietor's choosing if the Member has been overdue with their obligations for thirty (30) days and only in the condition that the Member has been sent at least two notices thereof. In addition to fulfilling their obligations to the Proprietor, the Member shall compensate in full any expenses related to the collection of the debt.

6.6. Any obligations arising from the Membership Agreement that have not been prepaid by the Member at the time of ordering such services or products shall be paid for at the Reception of the Spa within five (5) days from the originating date of the obligations.

6.7. If a Member has any unfulfilled obligations towards the Proprietor then the Proprietor shall have the right to refrain from fulfilling any or all obligations towards the Member for as long as until such obligations have been met by the Member, including but not limited to the right to limit the Member's access to the Spa.

7. Benefits

7.1. The utilization of any Benefits shall be subject to availability of such Benefits and take place in accordance with the Membership Agreement. The terms and conditions of the Membership Agreement, including these Terms and Conditions, shall prevail in the event of any conflict or inconsistency between any of its content and any of the terms of the Benefits.

7.2. The Proprietor may in its sole discretion at any time offer and provide substitute Benefits (of equivalent value) in place of any of the Benefits.

7.3. Any Benefits comprising of discounts or rebates on products or services offered shall be subject to the policy of such entity (including the Proprietor), and may not be available at all times or with respect to all goods or services offered by such entity. Furthermore, any such offered Benefit may be withdrawn or terminated at any time by the Proprietor in its sole discretion.

7.4. Any Benefits offered to a Member as part of the Membership packages which have not been used by the Member prior to the Termination Date will terminate without being subject to refunds.

7.5. Any unused passes, vouchers, discounts or rebates (hereinafter together referred to as "Vouchers") which have been issued to the Member will expire on the expiry date written on the Voucher and may not be used after such date unless authorized by the Proprietor.

7.6. The Member will be entitled to any and all Benefits being part of the Membership package starting from the Commencement Date but only on condition that the Member has, in full, paid the Membership fees.

7.7. Any other Benefits attached to any particular Membership package not mentioned in clause 7.5 hereof will expire at the Termination Date at the latest.

8. Exclusions and Indemnity

8.1. The Proprietor shall not be responsible or liable to the Member for any loss or damage to any property or for any death or injury caused, sustained or incurred in any way whatsoever on the Premises or as a consequence of the use of any of the Facilities which is not caused by any willful act or gross negligence of the Proprietor or any of its employees.

8.2. The Member shall be responsible to the Proprietor and shall indemnify the Proprietor in respect of any claim, loss, liability or damage incurred or suffered by the Proprietor as a consequence of any damage to any property or equipment (whether belonging to the Proprietor or any other person) or death or injury sustained by any person at the Spa caused or contributed in any way by the Member or any Guest.

9. Membership Suspension

9.1. Only the validity of a prepaid 6 months and 12 months Membership packages can be suspended for a total of four (4) weeks and eight (8) weeks respectively during the term of respective Membership package. No suspension is available regarding monthly Membership packages. The validity of the prepaid Membership package can be suspended for no less than one (1) week and not more than two (2) weeks at a time whereas the Member has to give the Proprietor at least fourteen (14) days advance notice of the Member's intention to exercise the right to suspension.

9.2. During the period of Membership suspension, the suspended Member waives any and all right to use the Facilities and/or any of the Benefits outlined in the Membership Agreement or appendices thereto. An exception will be made only if the suspended Member presents a valid Voucher, or pays the applicable fee for whichever product or service to be rendered, as defined by the Price List in effect at the time of such purchase.

9.3. Membership suspension application with suspension dates shall be sent 14 days in advance to the Proprietors' e-mail: purovel.membership@swissotel.com.

10. Notices

10.1. Any and all statements, notices, requests and demands of the Proprietor may be sent to the Member by post, electronic mail or any electronic medium selected by the Proprietor to the Specified Address. Any statement notice or demand to the Member so sent or dispatched shall be deemed to have been received by the Member:

- a) On the day immediately following the date of dispatch, if sent by post; or
- b) Immediately on dispatch if sent by facsimile transmission, electronic mail or through any other electronic medium selected by the Proprietor.

11. Rights and Obligations of the Parties

11.1. The Proprietor maintains the right to make unilateral changes to these Terms and Conditions as well as to the Regulations and the Price List informing the Member of any and all such changes on the Specified Address. If the Member finds that his or her interests have been unjustly compromised with such changes and that they are unreasonable, then the Member may extraordinarily terminate the Membership Agreement within thirty (30) days from the receipt of the notice on such changes by informing the Proprietor at least fourteen (14) days in advance.

11.2. The Proprietor maintains the right to use the Facilities for hosting events or for conducting maintenance or repairs, during which the Facilities may be temporarily partially or entirely closed. Such occurrences have been taken into consideration when compiling the price listing offered by the Proprietor and does not give any Member the right to request discounts or compensation relating to any such occurrences.

12. Governing Law and Jurisdiction

12.1. The Membership Agreement shall be governed by the law of the Republic of Estonia.

12.2. Any dispute, controversy or claim arising out of or in connection with the Membership Agreement, or the breach, termination or invalidity thereof, shall be finally settled by Estonian courts. Harju County Court (in Estonian: Harju Maakohus) in Tallinn, Estonia shall be the court of first instance.

12.3. Notwithstanding anything to the contrary in these Terms and Conditions, the Proprietor may at any time assign and transfer all its rights, benefits and obligations under the Membership Agreement to any person ("the Transferee") who agrees to undertake and discharge all those obligations in place of the Proprietor; all those rights and obligations shall be transferred to the Transferee as from the date of such assignment and transfer and all references in the Terms to the "Proprietor" shall thereafter be construed as a reference to the Transferee.

13. Termination

13.1. The Member is entitled to terminate the monthly Membership without giving any reason by giving the Proprietor advance notice thereof in writing at least thirty (30) days. Termination notice of the Membership Agreement referred to herein must be sent to Proprietor's e-mail: purovel.membership@swissotel.com.

13.2. The Member shall not be entitled to terminate the fixed term pre-paid Membership.

13.3. The Proprietor maintains the right to unilaterally cancel the Membership Agreement without giving any reason by giving the Member advance notice thereof at least fourteen (14) days. Termination notice of the Membership Agreement referred to herein must be sent to Member's Specified Address.

14. Data Protection

14.1. By signing the Membership Agreement and a separate consent that serves as Annex to the Membership Agreement, a Member gives their consent to processing their personal data on the conditions set forth in the Membership Agreement and its appendices.

14.2. Processing of personal data entails collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of personal data.

14.3. SPA is the controller of the personal data, the address and contact data of SPA have been indicated on front page of the Membership Agreement. The representative of SPA in personal data processing issues is SPA Manager, phone +372 624 1111, e-mail purovel.tallinn@swissotel.com.

14.4. SPA is entitled to process the following personal data on the basis of Article 6 1. a) of the Regulation (EU) 2016/679 of the European Parliament and of the Council and Article 10 (1) of the Personal Data Protection Act (Isikuandmete kaitse seadus) for the purpose of providing services to the Member and performing the contractual obligations under the Membership Agreement:

14.4.1. name,

14.4.2. personal identification number,

14.4.3. address of residence,

14.4.4. e-mail address,

14.4.5. phone number,

14.4.6. data concerning Member's health.

14.5. SPA is entitled to store the personal data of the Member during the effectiveness of the Membership Agreement and within twelve (12) months after terminating of the Membership Agreement or the expiry the term thereof.

14.6. Member hereby declares and confirms that he/she is aware that the data concerning his/her health is deemed to be delicate personal data and specifically confirms giving his/her consent for processing this data for the purposes described in these Terms and Conditions.

14.7. Member is entitled to:

14.7.1. request communicating information concerning the processing of personal data from SPA;

14.7.2. receive the personal data concerning him or her; which he or she has provided to SPA, in a structured, commonly used and machine-readable format if the processing is carried out by automated means and have the personal data transmitted directly from SPA to another controller; where technically feasible;

14.7.3. demand the correction of inaccurate personal data concerning them;

14.7.4. if the processing of personal data is not permitted by law demand the termination of processing of their personal data, disclosure or enabling access to their personal data; deletion or closure of their collected personal data;

14.7.5. recourse to the Data Protection Inspectorate

(Andmekaitse Inspektsioon, Väike – Ameerika 19, Tallinn, phone 627 4135, e-mail info@aki.ee) or court if they deem their rights have been violated in processing their personal data and demand the compensation of damages in accordance with the provisions of the legislation;

14.7.6. withdraw the consent for processing their personal data with no retroactive effect to the data processing that has taken place before the withdrawal.

15. Children

15.1. For avoidance of any doubt in the context of the Membership Agreement and any appendices thereto, including these Terms and Conditions, any Guest under the age of 16 is considered as a child and should be always accompanied by an adult while in Spa irrespective of the fact whether or not such Guest is using any Facilities.

15.2. Any Guest between sixteen (16) and eighteen (18) years of age is allowed to use the Facilities only upon prior written permission of one of the parents/legal guardians.