

General terms of use for Arcadahallen Gym

Valid from 01.10.2025.

1. General terms

The terms below shall apply between the person ('the Member') named in the contract as the "The Member" and Fastighets Ab Arcadahallen.

2. Membership of Arcadahallen

2.1. Membership of Arcadahallen can be entered into by adults who:

2.1.1. Are in good general health and assessed as not having any health risks and/or injuries.

2.1.2. Have not previously been barred from the Arcadahallen gym.

2.1.3. Have not behaved reprehensibly in relation to a previous membership.

2.2. Members are given access through a digital app. The electronic key cannot be transferred or loaned to others.

2.3. Membership shall be valid once payment has been registered and the electronic key activated. Normally within a week from transferred payment.

2.4. Membership shall be paid for in advance for a period of three (3), six (6) or twelve (12) months at a time, and shall end without additional notice of termination when the period ends. Membership fees paid in advance are non-refundable.

2.5. Membership is personal and may not be transferred to or used by anyone other than the Member.

2.6. Arcadahallen cannot always guarantee that places will be available for training or other activities when the number of participants or access is limited. The gym itself may be closed or have its capacity reduced due to factors such as, but not limited to: public holidays, maintenance work, and force majeure (as per the definition provided in section 8.1).

2.7. CCTV surveillance is in use at the gym.

3. Payment for Membership

3.1. The Member shall pay a membership fee and any other fees applicable in accordance with the prices valid at the time of payment.

3.1.1. The membership is personal, and the Member shall be responsible for ensuring that it is not misused.

3.2. The membership fee expires 3, 6 or 12 months after the activation of the electronic key. The Member may not alter the form of payment during the contractual commitment period.

3.3. If an automated payment service is used, the Member shall be personally responsible for providing the necessary and correct details.

3.4. The Member shall have a price guarantee for their membership fee for the duration of the contractual commitment period. Arcadahallen may only alter the membership fee after the contractual commitment period has ended.

- 3.5. The Member is not required to pay the membership fee if:
- 3.5.1. The membership has been terminated in accordance with chapter 6.
 - 3.5.2. Arcadahallen has terminated the Membership Contract with immediate effect in accordance with section 6.7.

4. Responsibilities of the Member

- 4.1. The Member is responsible for:
- 4.1.1. Familiarising themselves with and adhering to current safety and conduct rules (general) and other rules/guidelines. The member commits to familiarise him-, or herself and follow the instructions provided in the following material:

Arcadahallen userguide: https://arcadahallen.fi/wp-content/uploads/2023/02/User_Guide_Arcadahallen-EN_2023.pdf

Arcadahallen safety plan: <https://www.pelsu.fi/arcadahallen/>

Arcadahallen introduction video: <https://youtu.be/kkX-kKlZkcE>

- 4.1.2. Inform Arcadahallen of any changes to contact details, including name, email address, telephone number and other relevant details. Notification of any such changes must be submitted without undue delay.

5. Personal data, marketing and communications

5.1. Fab Arcadahallen always processes Members' personal data in accordance with our privacy policy and applicable legislation.

5.2. The Member consents to Arcadahallen and other companies that are part of the same group registering, storing and using data about the Member (name, personal identity number, address, email address, payment details and similar) and the Member's use of services, to administer and manage the membership. The data controller for this data is the managing director of Fastighets Ab Arcadahallen.

The Member consents to Arcadahallen storing their training history to be able to monitor the Member's activity. The training history here includes information on the number of visits to the gym.

5.3. The Member is entitled to access to their training history and may demand that it is erased. Arcadahallen shall confirm receipt of the erasure demand.

5.4. Under section 2.7, the gym is under CCTV surveillance. The objective of this surveillance is to prevent/help investigate crimes and create a safe and secure environment for all members. CCTV surveillance and processing of the information collected will be carried out in accordance with current legislation.

5.5. The data may not be transferred to third parties without the written consent of the Member, unless the disclosure is confidential by law or is a part of payment collection, insurance requirements, or processing of accounts.

5.6. Once the Member's contract has been entered into, the Member's consent will be required to

allow Arcadahallen to use all forms of communication with the Member, including electronic communication (email, SMS, etc.), to provide the Member with information. The Member may withdraw their consent for receiving marketing messages at any time by contacting Arcadahallen.

5.7. The Member's consent to the sections above shall remain in force for the duration of the Membership Contract and for a period of six (6) months after the end of the Membership Contract.

5.8. General information from Arcadahallen about the membership will primarily be sent to the email address provided by the Member.

6. Termination and alteration of the Membership Contract

6.1. The membership period is set for the fixed period that is paid for in advance, as stated in section 2.4.

6.2. If Arcadahallen and the Member in consultation reach the mutual conclusion that the training would pose a significant risk to the Member's health, the Membership Contract may be terminated. Arcadahallen may require a written statement from a healthcare professional to confirm that it would be unsafe for the Member to train at Arcadahallen Gym. If the membership is terminated, the Member will be reimbursed for the prepaid element of the membership fee.

6.3. Arcadahallen retains the right to make changes to the membership fees, other fees, and terms.

6.4. In terms of alteration of the membership fees, Arcadahallen retains the right to make annual price adjustments to ongoing contracts in accordance with the consumer price index without advance warning. For other price alterations, Arcadahallen shall give at least one (1) months' notice. The price alterations will come into force one (1) month after the notice was sent, calculated from the start of the next month.

6.5. Arcadahallen retains the right to make changes to the terms not linked to section 6.5.1 without prior notice.

6.5.1. If Arcadahallen implements major changes that have a negative impact on the Member, the Member shall be entitled to terminate their Membership Contract. The termination may be implemented even if the contractual commitment period of the Membership Contract has not ended. Arcadahallen shall give at least one (1) months' notice of such changes. The changes will come into force one (1) month after the notice was sent, calculated from the start of the next month. If the membership is terminated, the Member will be reimbursed for the prepaid element of the membership fee.

6.6. Arcadahallen shall be entitled to suspend membership for a set period or terminate the Membership Contract with immediate effect if the Member commits a material breach of the membership terms. Examples of material breaches of the terms include, but are not limited to:

6.7. A breach of the Member's obligations under chapter 4, that is not immaterial, including the Member not complying with a written or oral warning from Arcadahallen..

7. Injuries, storage, and liability in the event of thefts

7.1. The Member always trains at their own responsibility. Arcadahallen shall not be liable for injuries the Member may incur during their time at Arcadahallen's gym or during activities there.

Equivalent limitations of liability shall apply for other training provisions and services/consultancies arranged by Arcadahallen.

7.2. When storing their personal possessions in the lockers at the facility, the Member shall always be responsible for using their own lock. If the Member forgets possessions stored in a locker after the standard closing time, Arcadahallen shall have the right to open the Member's locker and put the possessions in storage. The Member is responsible for collecting the forgotten possessions within two weeks. Arcadahallen shall not be held liable for any loss of such possessions, including during the period mentioned.

7.3. Arcadahallen shall not otherwise be liable for thefts or losses of the Member's personal possessions that the Member has brought with them to Arcadahallen. This shall apply regardless of whether the possessions are locked in a standard locker, a safe, or similar.

8. Limitation of liability, choice of law, disputes, and competent court

8.1. Arcadahallen shall not be liable for impediments or restrictions that reduce the training provision of the gym available to the Member, if the circumstances are beyond Arcadahallen's control and could not be predicted or their consequences mitigated (force majeure).

8.2. The Membership Contract is governed by Finnish Law.

8.3. Disputes between the Member and Arcadahallen shall be settled out of court where possible. If such measures do not lead to a resolution, the Member may take the case to the Finnish Consumer Disputes Board, provided the dispute lies within the Board's jurisdiction. Each party shall still have the right to refer the dispute to the ordinary courts.

8.4. In the event of discrepancies between the English and Swedish versions of the Membership Contract, the Swedish version shall always take precedence.