

GTC ACTIV FITNESS Ticino SA

Status January 2026

1. Scope of application, amendments to the GTC, means of payment

- 1.1 These General Terms and Conditions (GTC) govern the legal relationship between ACTIV FITNESS Ticino SA, Via Serrai 1, 6592 Sant'Antonino (ACTIV FITNESS), and the member.
- 1.2 Specific contractual provisions apply to certain services and products of ACTIV FITNESS.
The member explicitly acknowledges that these GTC as well as other usage regulations (house rules and data protection declaration), which form an integral part of the GTC, may be amended for justified reasons and that such amendments will be communicated to the member in an appropriate manner. If the member rejects such amendments in writing within 30 calendar days, the previous GTC shall remain in force until the end of the contractual term. The member may not derive any rights from an amendment of the GTC.
The current contractual provisions may be consulted at any time at www.activfitness.ch.

2. Membership

- 2.1 The contract (membership contract) is personal and non-transferable.
- 2.2 The membership contract may be concluded by persons from the age of 15, provided that written consent of a legal representative is given.
- 2.3 The member acknowledges that a photograph of their person will be taken in order to ensure visual access control.
The photograph is used exclusively for visual access control within ACTIV FITNESS.
- 2.4 Membership contracts concluded online are deemed legally binding as soon as ACTIV FITNESS has received the payment.
- 2.5 When purchasing a subscription or single entries, presentation of a valid identity document is mandatory.
Official photo identification documents are accepted, such as identity card, driving licence or passport.

3. Duty to provide information

The member is obliged to inform ACTIV FITNESS within 14 days of any change to data relevant to the contract, such as name, address or e-mail address, either at the centre or by e-mail to info@activfitness Ticino.ch.

4. Offer

- 4.1 ACTIV FITNESS offers various subscriptions and services. The scope of services depends on the tariff paid.
All other services offered at ACTIV FITNESS centres are not included in the membership fee, in particular personal training, massages, food and beverages, solarium, etc.
- 4.2 The exchange or refund of additionally paid services is excluded. If incorrect delivery has occurred, this must be reported to ACTIV FITNESS by e-mail within 3 working days of delivery.
- 4.3 Cancellation of paid services is possible up to 48 hours in advance.
Appointments for paid services that are rescheduled at short notice or not attended expire without replacement and will be charged.
- 4.4 ACTIV FITNESS grants the member non-exclusive use of the available training facilities and equipment of all included centres according to the paid tariff during regular opening hours. ACTIV FITNESS expressly reserves the right to change the location, opening hours and equipment of the centres.
ACTIV FITNESS offers various group classes with limited capacity. ACTIV FITNESS as well as each individual centre expressly reserve the right to change the class programme at any time. All other services offered by ACTIV FITNESS, such as beverages, bars, towels or personal training, are not included in the membership fee and must be paid separately in advance.
- 4.5 The offer may be modified at any time without giving rise to any right to a refund or extension of the membership.

5. Membership card in the form of an RFID wristband

- 5.1 The RFID wristband, which serves as the membership card and means of access, must be obtained by the member against payment of a one-time fee.
The applicable conditions are stated in the current price list. Delivery to the member generally takes place during the first visit to the centre.
Each member may obtain only one (1) RFID wristband. In the event of loss, a new RFID wristband must be requested.
- 5.2 The RFID wristband must be presented at every entrance without being asked. The principle applies: no entry without wristband.
- 5.3 Entry times and, where applicable, exit times, as well as the use of services not included in the membership fee, are recorded electronically via the RFID wristband.
These records are binding. The data are available to the member for health insurance reimbursement and as proof of payment.
One year after termination of the contract, these data are automatically deleted.
- 5.4 The RFID wristband must be worn visibly in the ACTIV FITNESS centres.
- 5.5 The member is liable for any damage or loss and must purchase a new RFID wristband at the price stated in the current price list.

6. GTC, house rules, usage regulations, directives

- 6.1 The member undertakes to comply with the GTC, the house rules and the instructions of ACTIV FITNESS staff.
The respective local house rules as well as any additional usage regulations of the visited centres apply as an integral part of the membership contract.
- 6.2 Within the centres, the member undertakes to always comply with the current hygiene and safety rules of the Federal Office of Public Health (FOPH) and the instructions of the operating staff. Access to the centres is prohibited for members showing symptoms of illness, in case of suspected infection with transmissible pathogens and/or imposed or self-imposed quarantine. The risk of infection cannot be completely excluded even if all hygiene rules are fully complied with.
ACTIV FITNESS excludes any liability in this regard.
- 6.3 In the event of serious or repeated violations of the house rules and/or staff instructions, movemi SA is entitled to impose a ban from the premises, terminate the membership contract with immediate effect and confiscate or invalidate the RFID wristband or membership card. The member has no right to a refund of the membership fee.
Contractually agreed monthly contributions remain payable. In the event of serious disruption of training operations by the member, a prior warning is not required.
- 6.4 Members and third parties are prohibited from offering goods or services free of charge or for payment within the premises of ACTIV FITNESS centres without the explicit written consent of ACTIV FITNESS.

7. Payment and default

- 7.1 The membership fee is calculated in accordance with the currently valid price overview (available at www.activfitness.ch).
Until payment has been received, there is no right of access. Payment is independent of actual use of the offer.
All other services offered in accordance with section 4.4 are not included in the membership fee and must be paid by the customer in advance.
- 7.2 **Advance payment:** Memberships with one-time payment must be paid by the member upon conclusion or renewal of the contract, always before the start of the contractual term.
- 7.3 **Monthly payment:** In the case of a membership contract with monthly payment, the membership fee must always be paid before the beginning of each month.
Invoices are issued exclusively by e-mail.
- 7.3.1 If the member does not pay the amount due by the due date, a payment reminder is sent by e-mail (first reminder free of charge, first dunning letter CHF 5.00, second dunning letter CHF 30.00). With the first dunning letter, the member is in default and owes ACTIV FITNESS default interest of 5% as well as compensation for further default damage. In addition, the total amount due for the contractual term becomes payable. Reminder fees from the start of the debt collection procedure amount to CHF 35.00 each. Subsequent processing fees charged from the transfer of the claim to the debt collection service provider depend on the amount of the claim: CHF 30.00 (up to CHF 100.00), CHF 60.00 (up to CHF 200.00), CHF 90.00 (up to CHF 300.00), CHF 120.00 (up to CHF 400.00), CHF 150.00 (up to CHF 500.00), CHF 180.00 (up to CHF 1,000.00), CHF 280.00 (up to CHF 2,000.00).
- 7.3.2 After the first dunning letter, ACTIV FITNESS reserves the right to block the client's use of all offers and services in all facilities and to confiscate the RFID wristband until all outstanding monthly fees including overdue reminder fees have been paid. ACTIV FITNESS also reserves the right to terminate the contractual relationship with immediate effect due to default in payment and to refrain from concluding future membership contracts.
- 7.4 **Subscriptions with a duration of less than one year*** must always be paid in full in advance.
- 7.5 Single and multiple entries are personal and may not be transferred to third parties. A single entry entitles the customer to one-time entry to a movemi SA facility.
The single entry begins when the RFID wristband is scanned and is deemed completed once the customer leaves the facility.
- 7.6 **Creditworthiness check and scoring:** For the conclusion of contracts with monthly payment, ACTIV FITNESS reserves the right to collect information on identity and creditworthiness.

8. Liability

- 8.1 Use of ACTIV FITNESS offers, in particular use of facilities and training equipment and participation in individual courses and events, is at the member's own risk.
To the extent permitted by law, ACTIV FITNESS declines all liability for direct or indirect damage. Taking out insurance coverage is the responsibility of the member.
- 8.2 ACTIV FITNESS is not liable for the loss of personal belongings, valuables, cash, clothing, membership wristbands, etc.
Any liability for items deposited at reception, in changing rooms or in the children's area is also excluded.
- 8.3 The member is liable for damage caused by them to facilities and training equipment as well as for the loss of borrowed items (value in accordance with the house rules) and must fully compensate ACTIV FITNESS for the corresponding repair and/or replacement costs.

* Subscriptions with a duration of less than one year include in particular monthly subscriptions, summer subscriptions and other subscriptions with a duration of less than 12 months.

9. Operating hours and suspension of operations

- 9.1 The available ACTIV FITNESS training equipment and devices are made available to members for non-exclusive use every day during regular opening hours, except on statutory public holidays as well as during revisions, cleaning, conversions, renovations, etc.
- 9.2 Locations, operating hours, equipment of facilities and the class offer of ACTIV FITNESS may be changed at any time.
- 9.3 Temporary, permanent or partial closure of one or more areas is reserved at any time.
- 9.4 Interruption of services due to revisions, maintenance or construction work, events or special occasions does not entitle the customer to a refund of prepaid contributions or an extension of the contractual period.
- 9.5 Interruption of services due to force majeure (e.g. fire, epidemics, pandemics, government restrictions, strikes) and/or decisions or other acts by public authorities does not entitle the customer to a refund of prepaid fees or to an extension of the contractual term.

10. Contract suspension and pause periods

- 10.1 Failure to use the offers (or parts thereof) included in the ACTIV FITNESS subscription does not entitle the member to a reduction or refund of the membership fee.
- 10.2 All members with a contract duration of at least 12 months are entitled to a contract suspension under the conditions set out below.
- 10.3 In the presence of a valid reason, including illness, pregnancy, accident, military service, individual cases of prolonged stays, training or internships abroad up to reaching the ordinary retirement age, membership may be suspended for a minimum of one month and a maximum of nine months (pause period), without there being any entitlement to such suspension.
The request for a pause period must be submitted before the absence and supported by confirmation or certification.
- 10.4 A retroactive pause period is possible only in cases of illness or accident.
The request must be submitted within the first month following the end of the medically certified inability to train.
Requests submitted at a later date will not be considered.
- 10.5 For holidays of one to a maximum of four months, a one-time pause period may be requested within the contractual period upon presentation of travel documents.
The administrative fee for holiday pause periods is CHF 50.–.
The holiday pause must be requested and paid before departure.
- 10.6 Monthly fees for contracts with monthly payment remain due during the pause period.
- 10.7 Time credits are added consecutively to the existing contractual duration. Cash reimbursement is excluded.
- 10.8 If abuse is identified or suspected during a contract suspension, ACTIV FITNESS reserves the right to terminate the membership contract with immediate effect and without refund of the membership fee.
- 10.9 If the member accesses the centres during a contract suspension, the suspension ends immediately and irrevocably.
Retroactive pause periods may only be considered for time periods during which no access to ACTIV FITNESS centres has taken place.

11. Contract duration and termination

- 11.1 The contract duration is determined by the type of subscription chosen and comes into force upon conclusion by the member.
- 11.2 Advance payment: Membership contracts with one-time payment expire automatically without notice at the end of the contractual period.
Before the expiry of the contractual period, the member receives a renewal offer by e-mail.
Upon renewed payment of the membership fee, the contract is renewed for the selected contractual period in accordance with the updated price overview (www.activfitness.ch), including the GTC.
- 11.3 Monthly payment: Membership contracts with monthly payment are automatically extended for the same contractual duration.
The contract may be terminated in writing by letter or e-mail (debi@activfitness.ch) at the end of the contractual period with a notice period of two months.
Three months before the end of the contractual period, ACTIV FITNESS informs the member in writing by letter or e-mail of the termination deadline and the automatic contract extension in accordance with the updated price overview (www.activfitness.ch), including the GTC.
Requests for contract suspensions or pause periods submitted after the termination deadline do not have retroactive effect on the termination date.
- 11.4 Subscriptions of less than one year (in particular one-month subscriptions, summer subscriptions and other subscriptions with a duration of less than 12 months) expire automatically at the end of the contractual period. Termination of the contract is expressly excluded.
- 11.5 Any remaining credit balance on the RFID wristband will be refunded within one year after the end of the contract.
After one year, the credit balance expires.
- 11.6 Early termination of the contract may only be granted in extreme cases such as prolonged illness or injury or in the event of permanent relocation of domicile outside the operational radius of ACTIV FITNESS (more than 30 kilometres), or for the Swiss Fit subscription of all Migros Fitness facilities (more than 30 kilometres), for which no entitlement exists. The membership contract must be submitted to ACTIV FITNESS (at the centre or via info@activfitness.ch) together with a written request and the required documentation, such as a medical certificate, employer confirmation or resident registration confirmation.
12-month membership contract:
Up to the sixth month, the member is entitled to a refund or waiver of part of the membership fee to be paid (*); thereafter, the membership is deemed amortised.
 - Month 1: 50% refund/waiver*
 - Month 2: 40%*
 - Month 3: 30%*
 - Month 4: 25%*
 - Month 5: 15%*
 - Month 6: 10%*
 - From month 7 onward: no refund* based on the total price due minus CHF 30.– administrative fee
24-month membership contract:
Up to the 12th month, the member is entitled to a refund or waiver of part of the membership fee to be paid (*); thereafter, the membership is deemed amortised and must be paid in full.
 - Months 1–2: 50%
 - Months 3–4: 40%*
 - Months 5–6: 30%*
 - Months 7–8: 25%*
 - Months 9–10: 15%*
 - Months 11–12: 10%*
 - From month 13 onward: no refund* based on the total price due minus CHF 30.– administrative fee
- 11.7 Termination of the contract is excluded for single entries and multiple-entry tickets.

12. Security

The member acknowledges and accepts that certain areas of the facilities of movemi SA are monitored by video cameras in order to ensure Qualitop certification and for protection and security reasons.
Changing rooms and sanitary facilities are not subject to video surveillance.

13. Data protection

The processing of personal data in connection with ACTIV FITNESS membership contracts is subject to the data protection declaration of the Migros Group. The data protection declaration explains the processing of personal data by Migros, among other things in connection with ACTIV FITNESS membership contracts, and contains in particular information on the purpose of processing, the transmission of data within the Migros Group and the rights of data subjects. The data protection declaration is available online at <https://www.migros.ch/it/protezione-dei-dati.html>.
By concluding the contract, the member consents to the processing of their personal data in accordance with the data protection declaration.

14. Applicable law and place of jurisdiction

These GTC and all membership contracts concluded on the basis thereof are exclusively governed by substantive Swiss law, to the complete exclusion of the rules of private international law and the provisions of the Vienna Convention on Contracts for the International Sale of Goods (United Nations Convention of 11 April 1980). The sole place of jurisdiction for all disputes arising out of or in connection with these GTC and the membership contracts is Sant'Antonino, Switzerland.