

Member App Addendum: Apple App Store and Google Play

Platform-specific terms required when distributing the GymEzy Member App

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Provider: Managezy Limited

Registered Business Name: GymEzy

CRO registration number: 812735

Registered office: 46 Enterprise Centre, Lavery Avenue, Park West Business Park, Dublin 12, D12 PP48, Ireland

Website: www.gymezy.eu

Contact: help@gymezy.eu

VAT number: not yet issued; will be provided once registered.

This document is intended to apply to the English-language version of the GymEzy service. Where a Hungarian version is also made available, both versions are intended to have the same meaning. If an Order Form or signed agreement specifies a prevailing language, that clause will take priority.

1. Status

This Addendum forms part of the GymEzy Member App Terms of Use. It applies in addition to those Terms when you download or use the GymEzy Member App from the Apple App Store or Google Play. In case of conflict between this Addendum and the Member App Terms of Use in relation to platform-specific matters, this Addendum takes priority.

2. Apple App Store specific terms

If you obtained the App from the Apple App Store, the following terms apply between you and Managezy Limited, and you acknowledge them:

- These Terms are concluded between you and Managezy Limited only, and not with Apple Inc. ("Apple"). Managezy Limited (not Apple) is solely responsible for the App and its content.

- Your licence to use the App is limited to a non-transferable licence to use the App on any Apple-branded products that you own or control, as permitted by the Apple Media Services Terms and Conditions.
- Apple has no obligation to provide any maintenance or support services with respect to the App.
- In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) for the App. To the maximum extent permitted by law, Apple will have no other warranty obligation whatsoever with respect to the App.
- Managezy Limited, and not Apple, is responsible for addressing claims relating to the App or your use of it, including product liability claims, claims that the App fails to conform to any applicable legal or regulatory requirement, and claims arising under consumer protection or similar legislation.
- In the event of any third-party claim that the App or your use of it infringes intellectual property rights, Managezy Limited (and not Apple) will be solely responsible for the investigation, defence, settlement and discharge of any such claim, subject to the Member App Terms of Use.
- You represent and warrant that you are not located in a country subject to a US Government embargo or designated as a "terrorist supporting" country, and that you are not listed on any US Government list of prohibited or restricted parties.
- Apple and Apple's subsidiaries are third-party beneficiaries of these Terms and, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary.

3. Google Play specific terms

If you obtained the App from Google Play, the following terms apply:

- Your use of the App is subject to the Google Play Terms of Service in addition to these Terms.
- Managezy Limited (not Google LLC) is solely responsible for the App, its content, support and any claims.
- You must comply with all applicable export control and US sanctions laws when downloading and using the App.

4. Permissions

The App may request the following device permissions:

- Notifications: to deliver class reminders, membership notices and system messages from your gym;
- Camera: only if your gym enables QR-based check-in that requires scanning;
- Location: only where location-based features are enabled by your gym;

- Photo library access: only if you choose to upload a profile photo.

You may revoke any of these permissions at any time through your device settings.

5. Health data

The App does not request or use Apple HealthKit, Google Fit, or any equivalent health platform integration. The App is not designed to collect health data.

6. Account deletion in-app

In line with Apple App Store and Google Play requirements, the App supports an in-app option to request deletion of your member account and associated personal data. Deletion requests are routed to your gym (as controller) and to Managezy Limited (as processor) and are generally completed within 30 days, subject to any legal retention obligation. See the GymEzy Data Subject Rights & Account Deletion Procedure.

7. Contact

Platform-related questions may be sent to help@gymezy.eu.