

GymEzy Member App Terms of Use

Terms governing use of the GymEzy mobile application by gym members

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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

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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. About these Terms

These Member App Terms of Use ("Terms") govern your use of the GymEzy mobile application ("App"). The App is developed and operated by Managezy Limited on behalf of gyms, fitness clubs and similar businesses that use the GymEzy platform.

Your gym remains responsible for your gym membership, access rules, class rules, membership fees, refunds, gym policies and the services provided at the gym. GymEzy provides the software platform that supports those services.

By creating an account, logging in or using the App, you agree to these Terms.

2. Eligibility

The App is intended for adult gym members only. The App is not designed for minors, and no parental consent workflow is provided.

You must use the App only for your own gym membership account and must not allow another person to use your account, QR code, PIN or access credentials.

3. Account registration and security

To use the App, you may need to create an account or accept an invitation from your gym. You must provide accurate and up-to-date information, including your name, e-mail address, telephone number, date of birth and other information required by your gym.

A profile picture may be optional depending on your gym's configuration. You are responsible for keeping your login credentials secure and for notifying your gym if you suspect unauthorised access to your account.

Your gym may suspend or remove your access to the App if your gym membership ends, is suspended, becomes unpaid or if you breach these Terms or the gym's rules.

4. App functionality

The App may enable you to:

- view and manage membership information;
- use QR code or PIN based check-in functionality;
- book classes or sessions;
- receive class reminders, membership notices and other push or in-app system messages;
- communicate with trainers where enabled by your gym;
- view attendance, check-in history and workout-related history where enabled by your membership package;
- receive promotions or offers configured by your gym through push or in-app messages; and
- use location-based features where enabled and permitted on your device.

Features may vary by gym, subscription plan, device, operating system and local configuration. We may update, modify, suspend or remove App features from time to time.

5. QR, PIN and access functionality

The App may generate QR codes or allow PIN-based identification for gym access or attendance recording. You must not share, copy, transfer, sell or misuse QR codes, PINs or other access credentials.

The App does not include a gate-control hardware module as part of the standard service. Any physical access to the gym is controlled by your gym and its access policies.

6. Location permissions

The App may request access to location data where your gym enables location-based features, such as supporting check-in verification or attendance-related functionality.

You may manage location permissions through your device settings. If you disable location permissions, some App features may not work correctly.

The App does not use proximity/iBeacon tracking by default.

7. Payments

Where payment functionality is enabled, payments may be processed through Stripe or by your gym. GymEzy does not store full card numbers or card security codes.

Your gym is responsible for membership pricing, payment obligations, refunds, cancellations and disputes relating to your gym membership unless your gym's own terms state otherwise.

8. Health and medical information

The App is not designed to collect or process health data. You must not use the App to submit medical conditions, injury details, fitness assessments, body weight, body fat, heart rate data or other health-related special category information unless your gym has expressly provided a separate compliant process.

The App does not provide medical, fitness, nutrition or health advice. Any exercise decisions are your responsibility and should be made with appropriate professional guidance where necessary.

9. Push and in-app messages

Your gym may use the App to send push notifications and in-app messages, including class reminders, membership expiry notices, inactive account notices, operational updates, promotions, offers and other system messages.

You may manage push notification permissions through your device settings. Disabling notifications may mean that you do not receive important updates from your gym.

GymEzy does not provide SMS services or e-mail newsletters to members as part of the standard App service.

10. Acceptable use

You must use the App lawfully and responsibly. You must not:

- attempt to access another person's account or data;
- share your login details, QR code or PIN with another person;
- copy, modify, reverse engineer or interfere with the App;
- use the App to harass, abuse, defame or threaten another person;
- upload unlawful, infringing, misleading or harmful content;

- introduce malware, automated scripts or attack tools; or
- use the App in breach of your gym's rules.

11. Intellectual property

The App, the GymEzy name, software, user interface, design, content and technology are owned by Managezy Limited or its licensors. You receive a limited, revocable, non-exclusive, non-transferable licence to use the App for your own gym membership purposes while you are authorised by your gym.

You do not acquire any ownership rights in the App or the GymEzy platform.

12. Privacy

Your gym is generally the controller of your personal data when your data is processed through the App for gym membership purposes. Managezy Limited generally acts as the gym's processor in relation to that data.

Further information about personal data processing is available in the GymEzy Privacy Policy and in your gym's own privacy notice. If you wish to exercise data protection rights relating to your gym membership, you should normally contact your gym first.

13. Availability and changes

We aim to provide a reliable App, but we do not guarantee that the App will always be available, uninterrupted, error-free or compatible with every device or operating system.

The App may be temporarily unavailable due to maintenance, updates, internet connectivity issues, hosting outages, device problems, third-party services or events outside our reasonable control.

14. Disclaimer and limitation of liability

To the maximum extent permitted by law, the App is provided on an "as is" and "as available" basis. We exclude all implied warranties and conditions to the extent permitted by law.

We will not be liable for indirect or consequential loss, loss of profit, loss of revenue, loss of opportunity, loss of goodwill, loss of data, personal injury arising from exercise activity, or any issue arising from your gym's services, rules, pricing or decisions.

Subject to the next sentence, our total aggregate liability to you in respect of all claims arising out of or in connection with these Terms or your use of the App is limited to the total fees paid for the underlying gym subscription to which your membership relates during the twelve (12) months immediately preceding the event giving rise to the claim. Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited.

15. Suspension, termination and account deletion

Your access to the App may be suspended or terminated if your gym membership ends, if your gym instructs us to remove access, if the relevant subscription is unpaid, if you breach these Terms, or if suspension is necessary for security, legal or operational reasons.

You may stop using the App at any time by deleting it from your device. Deleting the App does not automatically cancel your gym membership or payment obligations to your gym.

To request deletion of your member account and associated personal data, you may either (a) use the in-app "Delete my account" option where available, or (b) contact your gym, which controls your member data, or (c) e-mail help@gymezy.eu and we will route your request to the relevant gym as controller. Deletion is generally completed within 30 days, subject to any legal retention obligation (for example, accounting records or pending payment disputes).

16. Governing law and jurisdiction

These Terms and any dispute or claim arising out of or in connection with them are governed by the laws of Ireland.

The Irish courts will have exclusive jurisdiction, subject to any mandatory consumer protection rules that may apply in your country of residence.

17. Contact

For questions about your gym membership, access, payments or class bookings, please contact your gym. For technical questions about the App, you may contact Managezy Limited at help@gymezy.eu.