

247XERCISE TERMS AND CONDITIONS



PARTIES TO THE AGREEMENT - "Facility" means 247XERCISE. "Member" means the person that has agreed to this contract.

GENERAL - Membership to 247XERCISE is for individuals only and its benefits cannot be shared with other individuals or groups. A Member must be 18 years or older, in good health and have the approval of their doctor to exercise unsupervised. Members must freely warrant to 247XERCISE that they do not have any physical/medical condition that may affect their ability to exercise safely and without aggravating injury. 247XERCISE reserves the right to grant, refuse or revoke membership rights at its absolute discretion.

FEES AND CHARGES - There are three types of memberships available: 1) "Prepaid" membership, where the Member is billed upfront for the term. 2) "Monthly" membership, where the Member is billed on a per month basis. 3) "Monthly Commitment" membership, where the Member pays for services monthly for an agreed minimum term. The Monthly billing cycle starts on the sign-up date of each month. The agreed Monthly payment will be applied to the allocated credit card on the same date of every month. On the day of the application for the membership the payment for that month plus tag fee will be deducted. The "Monthly" membership is not subject to a minimum term, however if the choice is made to terminate the membership, the Member must complete the 247xercise online cancellation form at least (15) working days before the next payment is due. If a Member does not complete the cancellation form and 247Xercise is required to do so on their behalf, they will be charged a \$50 administration fee. For all memberships a key card fee of \$50 is required to issue the key card, unless otherwise stated. Upon becoming a Member, access to a key card for entry to the Facility will be issued. At the end of the Prepaid Membership term, a renewal payment will automatically be processed to the allocated credit card to establish a new term. The Prepaid membership is subject to a minimum term, however if the choice is made to terminate the membership, the Member must complete the 247xercise online cancellation form at least (15) working days before the next payment is due. At the end of the "Monthly Commitment" term, renewal payment will be automatically processed to the allocated credit card to establish a new term. The "Monthly Commitment" membership is subject to a minimum term, however if the choice is made to terminate the membership, the Member must complete the 247xercise online cancellation form at least (15) working days before the next payment is due. If a Member does not complete the cancellation form and 247Xercise is required to do so on their behalf, they will be charged a \$50 administration fee. If a Member wants to cancel the "Monthly Commitment" membership prior to the expiry of its minimum term commitment, the Member will incur a \$100 administration fee. Once a membership is canceled the membership key card will be de-activated and it cannot be re-used with a new membership application. No refunds or transfers are available under any circumstance. Re-issuing of membership key cards will incur a \$30 administration fee, unless otherwise stated. At any time upon sending written notice of 30 days to the Member, the installment amount may be increased without written consent. All payments will be taken by 247XERCISE PTY LTD Reservoir (ACN: 143422486). The agreement to these terms is transferable to new business entities. Members pay a fee for the ability to access the facility; the value is based on the ability to access the facility and not the use.

NON PAYMENT - A late payment administration fee of up to \$50 is payable by the Member for each reversal of a payment initiated in accordance with the terms and conditions of this contract. The administration payment has already been agreed to by a Member in the circumstance of arrears arising. Members that fall into arrears will have their key card access cancelled and will be refused entry until such time that all arrears including the administration fee has been paid.

CREDIT REPORTING AGENCIES - The Member authorises 247XERCISE to notify any debt collection/credit reporting agency upon default by the Member in regard to any obligation under this Contract. Should this occur, the full outstanding balance shall be immediately due and 247XERCISE shall add a \$50 administrative fee to the outstanding debt as its fee for dealing with the defaulting Member. The Member agrees to pay any and all costs incurred as a result of debt collection including the commission charged by the debt collection agency (approximately an additional 25% of the outstanding debt).

AMENDMENTS - Management reserves the right to amend terms and conditions, hours of operation, location, equipment, facilities and services available in accordance with the changing requirements. Such an amendment will not result in a change to membership fees.

CLOTHING - Comfortable sports clothing is required whilst exercising. Fully enclosed sneaker-type shoes and a sweat towel are compulsory. Jeans, work wear, thongs or any other inappropriate apparel are not permitted to be worn while exercising at the Facility. Members are not permitted to take remove their tops while exercising in the facility.

GENERAL RULES OF BEHAVIOUR - Members are required to be courteous to management, staff and other Members at all times. Abusive, disrespectful, rude or vexatious behaviour will not be tolerated. Personal hygiene must be maintained at all times. Members must comply with all staff instructions regarding exercise and safety. There is no smoking, food or alcohol consumption, gum chewing or drug taking permitted within the boundaries of the Facility. Out of respect for fellow Members a personal towel must be brought with you to every workout and equipment must be wiped down after completing each station. Any equipment used by you must be put back in its allocated place. Any breaches of these rules will result in warnings, fine/s of \$50 and / or membership termination.

MEMBERSHIP TERMINATION - Members will have their memberships terminated without refund if they break any rules. If a Member lets another person into the Facility (regardless of whether that person is a Member or not) their membership will also be terminated. Any Member that lets non-Members into the Facility will be charged a fine of \$50 per non-Member, per event, plus the standard administration fee of \$50.

HEALTH CONSULTING AND PERSONAL TRAINING - All management, staff, Health Consultants and personal trainers are at the Facility as self-employed contractors. Any service that is provided to a Member constitutes a contract between the contractor and the Member, and not the Member and 247XERCISE PTY LTD. Any individual providing or receiving services at a 247xercise location, such as personal training, needs to be approved by 247XERCISE PTY LTD. Any breaches of these rules will result in fine of \$50, plus the standard administration fee of \$50 and membership termination to all parties involved.

UNSUPERVISED FACILITY - Members realise and understand that they will be using an unsupervised Facility, and are aware of the inherent risks that come with this situation and agree to accept these risks in using the Facility.

LIABILITY - To the extent permitted by law, 247XERCISE shall not be liable or responsible to a Member for any direct, indirect or consequential injury, loss or damage to the Member or the property of the Member whatsoever and howsoever arising.

INDEMNITY - Members recognise that they exercise at 247XERCISE entirely at their own risk and to the maximum extent permitted by the law will not hold 247XERCISE or any of its management, staff or Health Consultants liable for any loss, damage or injury caused whatsoever.

FINANCIALLY RESPONSIBLE - Members expressly warrant that they are financially responsible for any damage to equipment, fixtures, fittings, person or their personal items. A \$50 administration fee will be applied in addition to the value to reverse any damage caused.

SECURITY SURVEILLANCE AND PATROLS - Members recognise and accept that they will be video and sound recorded whilst in the Facility for their own safety. The video footage can be used as evidence if rules or breaches have occurred. Spot security patrols will occur requiring the supply of membership key cards upon request. While in the Facility you must have your membership key card with you at all times.

PROMOTIONS - Members agree to allow 247XERCISE to contact you regarding ongoing membership information and promotions. All communication will contain the choice to opt out.

PRIVACY - 247XERCISE is committed to respecting and upholding the individual's rights to privacy protection under the National Privacy Principles contained in the Privacy Act 1988.

WAIVER AND RELEASE - I understand that the use of this Facility may involve great risk to me. I have no such physical nor suffer from any medical condition which would put me at such risk by using the Facility. Further, I have discussed my exercise habits with my physician and have not been instructed not to utilise the equipment nor to participate in any activities of the type offered by 247XERCISE. In consideration of being a Member of 247XERCISE:

- I assume full responsibility for any injuries or damages which may occur to me;
- I assume full responsibility for any loss of or damage to my personal property; and
- I agree to use the equipment in the Facility without any supervision or instruction at my own risk.

This waiver shall include any and all claims, demands, damages, causes of action, present or future, whether known or unknown, resulting from my use of the Facility or its equipment.