

F45 TRAINING
MEMBERSHIP TERMS AND CONDITIONS

1. DEFINITIONS

JCL means the Jordanian Consumer Law.

Administration Fee means any reasonable administrative costs incurred by us in relation to a Membership.

Agreement means this agreement, comprising of the Details and the Terms.

Biller means ZAPPY Ltd trading as GLOFOX.

Cancellation Fee means an amount equal to 50% of the balance of your Fees for remainder of the term of your agreement.

Class or **Classes** means an exercise class conducted at a Studio.

Details means the details of your Membership, as set out in the Online Booking System.

Direct Debit Payment Agreement means the periodic billing agreement you enter into with our third party Biller for periodic billing services.

Fees means the fees payable for a Membership.

F45 Training Australia means F45 Training Pty Ltd (ACN 162 731 900), its related body corporates and affiliates and includes any successor or assignee.

Guest means any person who attends a Studio who is not a Member.

Instructor means any person who is instructing, or assisting with the instruction of, a Class.

Member means a person who holds a Membership for a Studio.

Membership include an annual membership, half year membership, month to month membership and a multi pass membership.

Online Booking System means the online booking system whereby Members can view and select a Class to attend and purchase a Membership.

Pre-Exercise Questionnaire means the questionnaire or other screening we may require you to answer before using the Studio or participating in a Class.

Studio means any F45 Training studio.

Studio Rules means the rules referred to in clause 5.3.

Terms means these terms and conditions.

“us” or **“we”** means the Studio to which you have agreed to become a Member.

“you” means the Member the subject of these Agreement.

2. FEES & TERM

2.1. The Fees you have to pay and the term of this Agreement are set out in the Details.

2.2. If you do not make any payment when it is due, your Membership may be suspended and you could be refused access to a Studio until all outstanding amounts have been paid.

2.3. Your Membership may also be terminated if any Fees remain unpaid for an extended period. You will still be liable for all unpaid amounts.

2.4. If you pay any Fees, by direct debit, then this will be through our Biller (not us). You will be provided with a copy of Direct Debit Payment Agreement of the Biller which applies to any direct debit services. The Direct Debit Payment Agreement, which we are not a party to, is entirely separate to this Agreement.

2.5. By nominating a credit or debit account, you authorise our Biller, to deduct from that account all Fees and other charges you are responsible for under this Agreement.

2.6. You must keep your account details up to date and ensure there is enough money in your nominated account on the usual payment, or the next working day if that falls on a day when banks do not process payments. If there is not enough money in your nominated account on the usual payment day, or there is another reason that your account was unable to be debited you may be charged an additional fee by the Biller, which may be added to your next debit amount.

3. HEALTH & SAFETY

3.1. When you become a Member and each time you use a Studio or participate in a Class, you must ensure that:

- (a) you are in good physical condition and know of no medical or other reason why you should not exercise.
- (b) you do not have any physical, medical or other disability or condition which may be affected or aggravated by, or which may result in any sickness, injury or death to you as a result of:
 - (i) active or passive exercise; or
 - (ii) participating in a Class.

If unsure about any of the matters set out above, you should not use the Studio or participate in a Class until you have sought appropriate medical guidance and been given the go-ahead.

3.2. You must not participate in a Class if:

- (a) you have an infection, contagious illness or physical ailment, such as an open cut or sore
- (b) there is any other risk, however small, to other Members and Guests.

3.3. YOU ACKNOWLEDGE AND AGREE THAT PARTICIPATING IN HIGH INTENSITY INTERVAL TRAINING IS A STRENOUS

PHYSICAL ACTIVITY AND MAY NOT BE SUITABLE FOR ALL PERSONS. IMPROPER USAGE OF ANY ITEM OF EQUIPMENT OR A FAILURE TO FOLLOW INSTRUCTIONS FROM AN INSTRUCTOR MAY RESULT IN INJURY OR DEATH.

- 3.4. You agree to give us all relevant personal, health and fitness information both before and during the course of any exercise program or other activity. You also agree to complete our Pre-Exercise Questionnaire. In some cases, responses you give will require that you get medical guidance before exercising. You acknowledge that pre-exercise or other screening is no substitute for medical advice and does not guarantee against injury or death.
- 3.5. You promise that information you give us will be true and accurate and not misleading in any way.
- 3.6. We may suspend or cancel your Membership if we have reason to suspect that you have not complied with any part of this clause 3.

4. PRIVACY

- 4.1. When you apply for Membership, you will need to provide us with, and we will have access to personal information about you, including information relating to your health and finances. Your personal information may be:
 - (a) transferred to and stored out of Australia, including to a country that does not have the same level of privacy protection as Australia;
 - (b) disclosed to and used by other Studios; and
 - (c) disclosed to and used by F45 Training, the rights holder in relation the F45 Training brand, marks and training programs.
- 4.2. By agreeing to these Terms, you consent to us collecting, using, disclosing and dealing with your personal information in accordance with the Terms and our privacy policy. In particular, you consent to the transfer and storage of your personal information outside Australia, and to the disclosure and use of your personal information to F45 Training.
- 4.3. You can access our privacy policy by contacting us in writing at anytime. You can access F45 Training's privacy policy at f45training.com.au/terms-privacy/.
- 4.4. You must tell us promptly if you change your contact or payment details or if there is a change to other relevant personal information, including anything that may affect health or safety.
- 4.5. You understand that photos, films, videos or audio recordings are sometimes taken of Members for promotional purposes. Your permission will first be obtained if this is done. By agreeing to these Terms, you agree to allow your image, recording or likeness to be

used for any legitimate purpose by us or by F45 Training.

5. YOUR RESPONSIBILITIES

- 5.1. If you behave in a risky or seriously inappropriate way, for example, if you threaten or harass others, damage equipment, distribute or use illicit substances, or train other Members without our authorisation, appropriate action will be taken. For example, your Membership may be immediately suspended or cancelled, you may be banned from joining any Studio and/or we may refer the matter to appropriate authorities. If your conduct causes us or another person costs, loss or damages you agree to pay for these.
- 5.2. For your health and safety and the health and safety of other Members, you must ensure that you comply with any direction given to you by an Instructor or any other staff member from time to time.
- 5.3. Studio Rules apply to everyone attending the Studio or participating in a Class. They are usually displayed in the Studio. Studio Rules form part of this Agreement so you must make sure you read, understand and follow them at all times. If you break any of the Studio Rules we will respond in a way we consider fair and appropriate. For example, in less serious cases, we may give you a warning but in serious cases or where you have repeatedly broken Studio Rules we may suspend or cancel your Membership. If your breach causes us or another person costs, loss or damages, you agree to pay for these.
- 5.4. You promise to take care to use the Studio and all exercise equipment safely and properly. If you are ever not sure how to operate any equipment properly, you must ask an Instructor or another staff member before you use it.
- 5.5. You agree to pay for any loss or damage to the Studio and its equipment caused by you through a wilful, wrongful or negligent act or as a result of your breach of this Agreement.
- 5.6. You agree to follow any reasonable direction of a member of Studio staff relating to health, safety or security or related matters.
- 5.7. You promise not to unnecessarily bring valuables into a Studio and agree that it is not the obligation of the Studio to look after unattended property.

6. COMMERCIAL ACTIVITY

6.1. You acknowledge that engaging in any commercial or business activities in the Studio, such as offering training services or selling goods in the Studio is prohibited unless F45 Training grants you written permission to do so. If F45 Training gives you written permission, it can revoke this at any time.

7. SUSPENDING YOUR MEMBERSHIP

7.1. You may temporarily suspend or freeze your Membership for any reason if your account is up to date. In any 12-month period you may freeze your Membership 2 times for up to 3 months for both periods combined.

7.2. We may agree to freeze your Membership for more than the period noted in clause 7.1 for travel, medical or hardship reasons but you must give us proof (such as supporting documents) to our reasonable satisfaction.

8. CANCELLING YOUR MEMBERSHIP

8.1. You can cancel your Membership at any time by telling us in writing if you cannot use Studio or participate in a Class because you contract a serious illness or a permanent physical incapacity during the term of your Membership. This must be confirmed writing by a doctor or other medical professional we reasonably agree to and you agree that we may contact the doctor or other professional for verification purposes.

8.2. If you cancel under clause 8.1, we can charge you the Administration Fee. You will also be liable for Fees incurred, i.e. your Fees for the time you were a Member (calculated on a pro rata basis).

8.3. A Cancellation Fee is payable if you want to cancel your Membership for your convenience during the term of your agreement. It is an amount equal to 50% of the balance of your Fees for remainder of the fixed term of your Agreement.

8.4. If your Agreement is for a fixed term, it will continue after the end of that term unless you tell us in writing at any time (but at least 30 days) before the end of the term that you wish to cancel your Membership. If you tell us before the end of the term but it is less than 30 days before, your Membership will continue for another 30 days before it ends.

9. TERMINATION

9.1. In addition to our other rights under this Agreement, we may cancel your Membership if you breach any obligation under this Agreement that can't be fixed or if you breach an obligation that can be fixed but you do not fix it in a reasonable time.

9.2. If we cancel your Membership under this clause 9, you will be liable for Fees incurred, i.e. your Fees for the time you were a Member (calculated on a pro rata

basis). We may also charge a Cancellation Fee and recover costs, loss or damages caused by your breach.

9.3. You promise you are not bankrupt or insolvent and are able to pay applicable Fees at the time of signing. You agree that you will tell us promptly if you believe you will be unable to pay your Fees for an extended period. We may cancel your Membership if you become bankrupt or insolvent.

10. OUR LIABILITY

10.1. If you agree to these Term, you agree, to the extent allowed by comply with JCL guarantees. This exclusion does not apply if your death or injury is caused by our "reckless conduct" (as defined in the JCL).

10.2. Nothing in this Agreement excludes, restricts or modifies any terms, conditions, warranties, guarantees, rights or remedies which cannot lawfully be excluded, restricted or modified. Otherwise, unless expressly included in this Agreement, all implied terms, conditions, warranties, guarantees, rights or remedies that can be lawfully excluded are excluded. In particular, we are not liable for death or injury caused by our negligence or breach of implied terms that services will be provided with reasonable care and skill at common law. This does not exclude our liability for reckless conduct.

11. GUESTS

11.1. Each Guest agree to and must otherwise comply with clauses 3, 4, 5, 6, 10 and 12 as if a reference to a Member was a reference to a Guest.

12. GENERAL LEGAL MATTERS

12.1. We are not responsible if Members cannot use our Studio because of an event caused by a natural force (such as a fire or a flood) or a road or building closure or something similar beyond our reasonable control. If this continues for more than 30 days, then either you or we may cancel this Agreement immediately by written notice. No Fee will apply.

12.2. If a court decides that any part of this Agreement is or becomes illegal, void or unenforceable, that part is deleted and this does not invalidate the rest of this Agreement.

12.3. If we do not enforce our rights under this Agreement at any time, it does not mean that we may not do so in future.

12.4. You agree that we have not made any representations or promises that you have relied that are not in this Agreement.

12.5. The law of the state or territory in which this Studio is located applies in relation to this Agreement.