



MEMBERSHIP TERMS & CONDITIONS

The following Membership Terms & Conditions govern the rights and obligations of GYMMBOXX Pte. Ltd ("The Company"), and its Members. It is important that you have read and understood all the terms and conditions stated herein before signing this Agreement and strictly bound by the Agreement. GYMMBOXX Pte. Ltd. ("The Company") operates gymnasiums for the provision of fitness facilities/services and has appointed a Management team ("The Management") who are responsible for the operations of the Club and its facilities/services in accordance with the Membership Terms & Conditions as revised from time to time.

Important T&Cs to take note:

- **Membership is non-refundable and non-transferable.**
- **Admin fee of \$60 applies for new sign ups and membership renewals done after 7 days of membership expiry.**
- **Replacement card fee of \$40 applies upon membership renewal for lost and damaged cards.**
- **Applicants are required to have their photos taken and fingerprint registered to their RFID membership card for identity verification purposes and authorized access to all clubs.**
- **Any future changes to Membership T&Cs will supersede the T&Cs at the point of membership sign-up/renewal.**

1. Definitions

Administration Fee: Initiation fees payable to become a Member of a Club and Membership expiry after a stipulated period of 7 days.

Agreement: Means this agreement, comprising of the details and the terms contained in this copy.

Billers: Our assigned payment service provider that processes payments of Membership Fees.

Client Portal: Online booking system whereby Members can view their Membership, purchase a Membership and manage their account.

Club: Refers to all our GYMMBOXX clubs.

Club Rules: The rules governing your conduct and use of the Club facilities and equipment.

Details: The details of your information as set in the Client Portal, example Application Form.

Member: An individual who has successfully applied for a Membership with GYMMBOXX and holds a valid Membership.

Membership: Your valid contractual duration with us to use and access the Club on the terms and conditions contained in this Agreement.

Membership Fees or Fees: The fees payable for a Membership.

Membership Access Card: Means of identification and access for a member.

Recurring: Monthly deduction of recurring payment deducted through registered credit card on the 1st of each month.

Registration: Consist of Administrative and Membership Access Card fee payable in order to become a Member of a Club.

Terms: Refer as terms and conditions.



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2. Membership

- 2.1 By submitting your Membership application, you have confirmed that the required personal information given to us is true, accurate and consent to the collection, use, and disclosure of the personal data provided for purposes stated by GYMMBOXX. You agree to inform us promptly of any change to your payment details or personal information you have provided.
- 2.2 Upon acceptance, the Member will be issued with a Membership Access Card to the individual who applied for a Membership and/or GYMMBOXX Personal Training Services. If a Membership Access Card is lost or misplaced, the Management will issue a replacement card at a replacement fee subject to changes by the Management.
- 2.3 I hereby grant GYMMBOXX the right and permission to take the applicant's profile photo (full face shot) as part of the Membership application process. This photo will be used for identity verification for access to GYMMBOXX facilities/services. Failure to grant permission, will result in a non-approval of your membership application.
- 2.4 A valid Membership access card is required for access to GYMMBOXX facilities/services within operating hours during their Membership period except unless otherwise stated in their sign-up terms and conditions.
- 2.5 Membership is personal to the Member and is non-assignable, non-transferable and non-refundable. You agree that you will not loan your Membership Access Card to anyone else and will subject to Final warning/Termination of your Membership access.
- 2.6 Upon completion of the Membership application, Members will be responsible for keeping track of their own Membership expiry date and renew before expiry. Members shall bear all fees incurred during renewal, not limited to Membership Access Card/Administration fees for expired Membership after the 7 days grace period.
- 2.7 Memberships/Personal Training services are available to individuals who have attained a minimum age of 13 years. Parent/Guardian consent however is required for individuals aged 16 years and below to enter into a Membership Agreement and agree to accept responsibility to ensure the Member complies with all the terms and conditions stated in this Agreement.
- 2.8 The Management reserves the right to accept or reject an application for Membership to the Club for any reason whatsoever. Members are subjected to the Club Rules in force and agree to use the gym facilities/equipment in the proper manner. We are not liable for any injury you suffer through the incorrect use of our equipment/facilities and equipment that are placed under maintenance. Failure to take due care of all our equipment/facilities, you will be responsible and liable for damages caused through your negligent use.

3. Fees

- 3.1 By accepting the terms, you agree to pay the dues and fees as stated on the Membership/Personal Training services Sign-Up/Renewal including Membership Access Card/Administration Fees for a new Applicant and a Member who renews his/her Memberships after the expiry date.
- 3.2 All fees paid are non-refundable unless otherwise stipulated in this Agreement.
- 3.3 You will be billed a pro-rated Membership fee upon signing up our monthly recurring plan (Inclusive of Administration fee) on any date of the month. Thereafter, a full monthly recurring Membership fee with a monthly direct debit/credit card auto pay are payable regardless of whether you use the facilities of the Club. Provided that you are not in default of this Agreement and subject to the Terms herein, your Membership will automatically renew monthly (1st day of the month) through the credit or debit account indicated and authorised by you at the rate indicated on our Membership price list unless the rate is revised in accordance with the terms of this Agreement.
- 3.4 Any fees paid by direct debit will be through our payment service provider also known as Biller, not GYMMBOXX.
- 3.5 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. The Fees will be debited from the credit or debit account authorised by you or the Club cancels the arrangement by notifying our credit provider.



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- 3.6 It is your full responsibility to maintain your account details up to date and ensure sufficient funds are in the nominated account or your debit/credit card is valid with a sufficient credit limit when the monthly payments are due and if a debit/charge is unsuccessful you will be responsible for any and all administration fees and/or collection fees that may be imposed.
- 3.7 If you do not make any payment when it is due, you could be refused entry to all our Clubs and your Membership may be suspended until all outstanding amounts have been fully paid.
- 3.8 The Management reserves the right to introduce and reviews the prices and categories of Memberships, Personal Training services, and administration fees periodically and changes them from time to time.
- 3.9 In the event there is a revise in Membership Fees, a prior notice of at least seven (7) days will be given to you through the contact method you have provided to us (default via email). If you do not accept the revision in your Membership Fees, you may cancel your Membership otherwise you will be required to pay the revised Membership Fees from the date the change becomes effective and your credit or debit account will be amended accordingly (For Recurring payment only).

4. Membership Hibernation

- 4.1 In the event of extenuating circumstances which may force any Member to be unable to use the Gym's facilities for a short period of time, the said Member may request to temporarily hibernate his or her Membership account for a specific period to accommodate for this disruption to his or her regular Membership with a Hibernation fee.
- 4.2 Members must submit a Customer Care Request Form and provide relevant document(s) at least three (3) working days prior to the intended start date of account hibernation is required.
- 4.3 The minimum period of Hibernation must be for a period of not less than one (1) month upon Management's approval of the Hibernation request. A Hibernation Fee of \$20 per month will be charged. No refund will be issue for unused hibernation days should you decided to start using your membership and end your hibernation prior to the initial end date for your hibernation period.
- 4.4 Strictly no other provisions or exceptions to this clause shall be processed by the Management.

5. Membership Cancellation

- 5.1 If you wish to cancel your Recurring Membership that is still within the validity period, you may inform the Club by writing in an email to enquiries@gymmboxx.com, at least 3 working days in advance. Cancellation will be effective after your commitment period ends (For monthly recurring only).
- 5.2 All outstanding Fees must be paid before the cancellation of your Membership can be processed.
- 5.3 All Fees paid prior cancellation, are non-refundable unless otherwise stipulated in this Agreement.

6. Membership Termination

- 6.1 Under this Agreement, the Management may terminate your Membership and may ban the Member from accessing GYMMBOXX facilities/services indefinitely without notice and with immediate effect:
 - i. If the Member breaches any obligation under Agreement.
 - ii. If the Member's conduct is deemed to be injurious to the character or interests of GYMMBOXX; OR
 - iii. If the Management is of the opinion that the Member is not a suitable individual for continued Membership.
- 6.2 All decisions of the Management on Membership Termination / Ban are final and binding.
- 6.3 A Member whose Membership is terminated by the Management shall forfeit all the privileges of Membership with immediate effect and no refund of Fees paid will be given to the Member.



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6.4. Upon the termination of his/her Membership, the Member shall settle any outstanding debts owed to GYMMBOXX with immediate effect.

7. Gym Rules & Regulations

7.1 All Members are to abide by the Gym Rules & Regulations and/or instruction(s) given by GYMMBOXX staff. The Gym Rules & Regulations are as follows which may be amended from time to time by the Management:

1. Keep the gym clean

- While in the facility, a towel is needed at all times. Use it where you have contact with the upholstery. Wipe your perspiration after use.
- Liquids which are not secured in any forms of a container (i.e. possess the risk of spilling) is not allowed in the gym.
- No eating is allowed in the exercise zones.
- Be considerate and keep all areas after use clean for the common benefit of everyone.

2. Respect the gym

- Any forms of vandalism on the premises will be reported to the authorities.

3. Use equipment responsibly

- Equipment must be used for intended purposes in accordance with safety regulations and instructions. As a user, you are fully responsible for the loss and/or damage to any exercise equipment and/or facilities arising from the course of your usage.
- Exercise control when using equipment to prevent disturbance to other users and minimize damage to the equipment.
- Usage of lifting chalk (including liquid chalk) or powder is not allowed.

4. Stay safe

- Use equipment in accordance with safety regulations and instructions. Exercises that may endanger oneself and/or others are prohibited.
- Leave bags/bulky items in designated areas (lockers and storage cubicles) in order to prevent tripping hazards.

5. Dress appropriately

- Appropriate sports/exercise attire (including shoes) as deemed appropriate by GYMMBOXX staff is required at all times in **accordance to the Gym Attire Rules.**

6. Non-commercial activities only

- Touting, soliciting and unauthorized training is not allowed within the premises.
- Photography/Videography for commercial purposes is prohibited unless authorized.

7. Be courteous

- Do not hog any equipment and/or facilities on the premises. You are obliged to share equipment/or facilities with other users where reasonable and appropriate.
- Re-rack and return all weights and equipment after usage.
- Do not grunt and groan excessively.
- Any forms of violence and harassment within the premises is prohibited. You may approach the gym staff for mediation if necessary.
- Leave bags/bulky items in designated areas (lockers and storage cubicles) to avoid cluttering up shared spaces within the gym.

7.2. Failure to abide by the Gym Rules & Regulations may result in the termination of a Member's Membership/Services, and such Member may also be banned from accessing GYMMBOXX facilities/services.



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8. Limitation of Liability

8.1. By utilising the facilities of GYMMBOXX and/or participating in Personal Training, the Member warrants and represents that he/she is in good physical condition to engage in the usage of GYMMBOXX facilities/Personal Training services. Members are strongly encouraged to seek medical advice and clearance before engaging in the usage of GYMMBOXX facilities/Personal Training services.

8.2. The Company shall not be responsible for any claims, demands, injuries, damages, or actions for negligence arising on account of death or due to injury, loss, damage or theft to a Member's person or property arising out of, or in connection with the usage of GYMMBOXX services, facilities or premises by a Member. The Member hereby holds the Company, its employees and agents harmless of all claims and/or charges which may be brought against them by or on a Member's behalf for any injuries or claims aforementioned.

8.3. Failure to take due care of all our equipment/facilities, you will be responsible and liable for damages caused through your negligent use.

9. Privacy & Personal Data

9.1. GYMMBOXX collects a Member's personal data in accordance with the Singapore's Personal Data Protection Act 2012 ("PDPA") for the following purposes:

- i. Provision of GYMMBOXX services, including the administration of Membership and inquiry;
- ii. Security monitoring;
- iii. Marketing purposes;
- iv. Any other purposes which GYMMBOXX notifies the Member of at the time of obtaining his/her consent.

9.2. Personal data of Members will not be disclosed to third parties without prior consent of the consent. However, the disclosure of personal data to third parties without first obtaining consent, includes, without limitation, the following non-exhaustive cases:

- i. Cases in which disclosure is required or authorized based on applicable laws and/or regulations, including any investigation or proceedings;
- ii. Cases in which disclosure is necessary to respond to an emergency that threatens the life, health or safety of the Member or other individual(s);
- iii. Where disclosure of personal data without consent is permitted by the PDPA or by law.

9.3. GYMMBOXX will put in place reasonable arrangements to ensure that Members' personal data are adequately protected and secured against unauthorized access and usage.

9.4. True, accurate and complete personal information and supporting documents are required to be provided by the applicant upon Membership and/or GYMMBOXX Personal Training Services application. GYMMBOXX and the Management reserves the right to verify any personal information / supporting documents.

9.5. By submitting the personal data required for a Membership/Personal Training services application, the Applicant or his/her authorized representative undertake and warrant that he/she has the authority to provide personal data to GYMMBOXX and consent to the collection, use, and disclosure of the personal data provided for purposes stated by GYMMBOXX.

9.6. I hereby grant GYMMBOXX permission to use my image, voice, performance and comments for use in any of its programs or publications in conventional and electronic media, including but not limited to print, promotional matter, the internet, social media, video and future media, with or without use of my name. My agreement to appear and/ or perform is voluntary, and I hereby waive all personal claims, causes of action, liabilities or damages against GYMMBOXX and its employees and designees, arising from or in connection with my performance or appearance in the above mentioned.

9.7. I hereby grant GYMMBOXX permission to store my personal data in the form of thumbprint for access control purposes failing which my membership application will be deemed unsuccessful.



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10. Others

10.1 Members and guests are not allowed to take photos and/or videos in Clubs to promote their own businesses or commercial activity on any social media platforms whatsoever except for personal usage, unless specific permission is granted by The Management with prior written request via email.

10.2. The Management reserves the right to adjust the operating hours of GYMMBOXX facilities. The Management shall endeavour to give reasonable notice of any operating hours changes.

10.3. The Management reserves the right to charge a fee and/or dispose of any property left within GYMMBOXX premises (including lockers/storage cubicles) after a reasonable timeframe as determined by the Management. No claims shall be entertained for disposed property.

10.4. The Management reserves the right to reject an application for Membership/Personal Training services at its sole discretion.

10.5 Illegal acts or possession of illegal substances within GYMMBOXX facilities are strictly prohibited. Members found to be breaching the laws will be handed over to the authorities and suspend/terminate said Member's Membership

10.6. The Management may at its sole discretion amend, vary, delete or add to these Terms & Conditions with immediate effect and without notice.

10.7. In the event of any dispute arising out of the interpretation of these rules, the decision of the Management shall be final.

10.8. The Membership Terms & Conditions shall be governed and constructed in accordance with the laws of Singapore and subjected to the jurisdiction of Singapore.