



**WEBSITE TERMS OF USE  
FOR CUSTOMERS**

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## WEBSITE TERMS OF USE

### 1 GENERAL

- 1.1 These Terms apply to your use of the Website. By accessing and using the Website:
- (a) You unconditionally agree to these Terms; and
  - (b) where your access and use are on behalf of another person (e.g., a company), you confirm that you are authorised to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.
- 1.2 If you do not agree to these Terms, you are not authorised to access and use the Website, and you must immediately stop doing so.
- 1.3 We use reasonable efforts to include accurate and up-to-date information on our website. The information is for guidance only and is not intended to form any part of a contract and it is subject to change without notice. We shall not be liable for any direct, indirect, incidental, consequential or cumulative losses or damages arising out of the use or inability to use these pages, any errors, misrepresentations, or omissions on the material contained on them.
- 1.4 The information on these web pages has been prepared with reasonable care and is believed by us to be legal, honest, decent, and truthful as of the date of its preparation.
- 1.5 You agree that any material accessed or otherwise downloaded through the use of our web pages is obtained entirely at your own risk. You will be entirely responsible for any resulting damage to your software or computer systems and/or any resulting loss of data even if we have been advised of the possibility of any such damage.
- 1.6 We do not accept any liability in connection with any third-party websites which may be linked or accessible through our own website and we do not endorse or approve the contents of any such site.

## **2 CHANGES**

- 2.1 We may change these Terms at any time by updating them on the Website. Unless stated otherwise, any change takes effect immediately. You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use the Website, you agree to be bound by the changed Terms.
- 2.2 We may change, suspend, discontinue, or restrict access to, the Website without notice or liability.

## **3 DEFINITIONS**

- 3.1 In these Terms:
- 3.2 including and similar words do not imply any limit;
- 3.3 “Loss” includes loss of profits, savings, revenue or data, and any other claim, damage, loss, liability, and cost, including legal costs on a solicitor and own client basis;
- 3.4 “personal information” means information about an identifiable, living person, and includes personal data, personally identifiable information and equivalent information under applicable privacy and data protection laws;
- 3.5 “Terms means” these terms and conditions titled “Website Terms of Use”;
- 3.6 “Underlying System” means any network, system, software, data or material that underlies or is connected to the Website;
- 3.7 “User ID” means a unique name and/or password allocated to you to allow you to access certain parts of the Website;
- 3.8 “We”, “us” or “our” means GYMMBOXX Pte Ltd;
- 3.9 “Website” means [www.gymmboxx.com](http://www.gymmboxx.com); and
- 3.10 “You” means you or, if clause 1.1(b) applies, both you and the other person on whose behalf you are acting.

## **4 YOUR OBLIGATIONS**

- 4.1 You must provide true, current, and complete information in your dealings with us (including when setting up an account) and must promptly update that information as required so that the information remains true, current, and complete.

- 4.2 If you are given a User ID, you must keep your User ID secure and:
- (a) not permit any other person to use your User ID, including not disclosing or providing it to any other person; and
  - (b) immediately notify us if you become aware of any disclosure or unauthorised use of your User ID, by contacting us via our online enquiry form.
- 4.3 As part of the terms of use, you agree not to misuse or help anyone else to do so. For example, you agree not to do any of the following:
- (a) use our Website for unlawful or unauthorised purposes;
  - (b) re-sell or attempt to benefit in a commercial fashion from any data, content, or information available on the Website;
  - (c) probe, scan, or test the vulnerability of any system or network;
  - (d) breach or otherwise circumvent any security or authentication measures or service use limits;
  - (e) access, tamper with, or use non-public areas or parts of the Website;
  - (f) send unsolicited communications, promotions or advertisements, or spam;
  - (g) interfere with or disrupt any user, host, or network, for example by sending a virus, trojan, worm, logic bomb, or any other material that is malicious or technologically harmful, overloading, flooding, spamming, or mail-bombing any part of the Website, or by scripting the creation of any content in such manner as to interfere with or create an undue burden on the Website;
  - (h) unless with our agreement, access the Website via standard web browsers only and not by any other method. Other methods include scraping, deep linking, harvesting, data mining, use of a robot or spider, automation, or any similar data gathering, extraction, or creating accounts in bulk, or monitoring method.
  - (i) You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored, or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack.
  - (j) By breaching this provision, you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities, and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.
  - (k) We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect

your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any material posted on it, or on any website linked to it.

- 4.4 You must obtain our written permission to establish a link to our Website. If you wish to do so, email your request via our online enquiry form.
- 4.5 You indemnify us against all Loss we suffer or incur as a direct or indirect result of your failure to comply with these Terms, including any failure of a person who accesses and uses our Website by using your User ID.

## **5 INTELLECTUAL PROPERTY**

- 5.1 We (and our licensors) own all proprietary and intellectual property rights in the Website and social media (including all information, data, text, graphics, artwork, photographs, logos, icons, sound recordings, videos and *look and feel*), or the products or services we provide belong to us or have been lawfully licensed to us and the Underlying Systems.
- 5.2 All rights under applicable laws are hereby reserved. You must not upload, post, publish, reproduce, transmit or distribute any content or component of our Website in any way, or create any derivative works with respect to any such content or component.
- 5.3 You may print off one copy, and may download extracts, of any page(s) from our Website for your personal reference and you may draw the attention of others within your organisation to material posted on our Website.
- 5.4 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 5.5 You must not use any part of the materials on our Website for commercial purposes without obtaining a licence to do so from us or our licensors.
- 5.6 If you print off, copy or download any part of our Website in breach of these terms of use, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 5.7 We may (at our discretion but are not obliged to) review content or information submitted or posted by users on our Website and social media. We reserve the right to remove any content which we consider as offensive, harmful, deceptive, discriminative, defamatory, or otherwise inappropriate or misleading, or content that we believe may be infringing rights of third parties. We do not endorse or support any views expressed by any users on our Website.

- 5.8 Our name “GYMMBOXX Pte Ltd” and our marks and logos are our trademarks (be it registered or unregistered) and may not be used without our express prior written consent.

## **6 THIRD PARTY SITES**

- 6.1 We may integrate with third-party software to provide a full suite of functionalities to our users. We are not responsible for any issues or loss arising from the use of any third-party software. Your access and use of the third-party software is governed by the terms of service or user agreements of that software.
- 6.2 We may contains links to other websites and resources provided by third parties, these links are provided for your convenience only. We shall not be responsible or liable for any products or services of such third party. We also make no representations or guarantees regarding the availability or content (including its truthfulness, accuracy, completeness, timeliness or reliability) of such third party websites or resources in respect of which links have been provided.

## **7 DISCLAIMERS**

- 7.1 To the extent permitted by law, we and our licensors have no liability or responsibility to you or any other person for any Loss in connection with:
- (a) the Website being unavailable (in whole or in part) or performing slowly;
  - (b) any error in, or omission from, any information made available through the Website;
  - (c) any exposure to viruses or other forms of interference which may damage your computer system or expose you to fraud when you access or use the Website. To avoid doubt, you are responsible for ensuring the process by which you access and use the Website protects you from this; and
  - (d) any site linked from the Website. Any link on the Website to other sites does not imply any endorsement, approval or recommendation of, or responsibility for, those sites or their contents, operations, products or operators.
- 7.2 We make no representation or warranty that the Website is appropriate or available for use in all countries or that the content satisfies the laws of all countries. You are responsible for ensuring that your access to and use of the Website is not illegal or prohibited, and for your own compliance with applicable local laws.

## **8 LIABILITY**

8.1 To the maximum extent permitted by law:

- (a) you access and use the Website at your own risk;
- (b) we are not liable or responsible to you or any other person for any Loss under or in connection with these Terms, the Website, or your access and use of (or inability to access or use) the Website. This exclusion applies regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise;
- (c) any products or services we offer on an “as is” and “as available” basis, and your access to or use of our Website is at your own risk;
- (d) we give no assurance, representation, or warranty of any kind (whether express or implied) about the Website and any products or services we provide; and
- (e) we do not guarantee that the information or content you find on the Website is always accurate, truthful, complete and up-to-date.

## **9 PRIVACY POLICY**

9.1 You are not required to provide personal information to us, although in some cases if you choose not to do so then we will be unable to make certain sections of the Website available to you. For example, we may need to have your contact information in order to provide you with updates from our Website.

9.2 When you provide personal information to us, we will comply with applicable privacy and data protection laws.

9.3 The personal information you provide to us (including any information provided if you register for an account) is collected and may be used for communicating with you, statistical analysis, the marketing by us of products and services to you, credit checks (if necessary), and research and development.

9.4 We may also collect technical information whenever you log on to, or visit the public version of, our Website. This may include information about the way users arrive at, browse through and interact with our Website. We may collect this type of technical information through the use of *cookies* and other means. *Cookies* are alphanumeric identifiers that we transfer to your computer’s hard drive to enable our systems to recognise your browser. If you want to disable *cookies*, you may do so by changing the settings on your browser. However, if you do so, you may not be able to use all of the functions on the Website. We use the technical information we collect to have a better understanding of the way people use our Website, to improve the way it works and to personalise it to be more relevant and useful to your particular needs. We may also use



this information to assist in making any advertising we display on the Website more personalised and applicable to your interests.

- 9.5 Generally, we do not disclose personal information to third parties for them to use for their own purposes. However, some of the circumstances in which we may do this are:
- (a) to service providers and other persons working with us to make the Website available or improve or develop its functionality (e.g. we may use a third party supplier to host the Website);
  - (b) in relation to the proposed purchase or acquisition of our business or assets; or
  - (c) where required by applicable law or any court, or in response to a legitimate request by a law enforcement agency.
- 9.6 Any personal information you provide to us may be stored on the secure servers of our trusted service providers, which may be located outside Singapore. This may involve the transfer of your personal information to countries which have less legal protection for personal information than Singapore.
- 9.7 You have the right to request access to and correction of any of the personal information we hold about you. If you would like to exercise these rights, please contact us via our online enquiry form.
- 9.8 Please refer to our Privacy Policy which is available at [www.gymmboxx.com](http://www.gymmboxx.com) for information about what personal data we collect and what we do with it. It is important that you read our privacy policy, which may be updated from time to time, and understand how we use your information and the rights that you have about your information.

## **10 SUSPENSION AND TERMINATION**

- 10.1 Without prejudice to any other right or remedy available to us, if we consider that you have breached these Terms or we otherwise consider it appropriate, we may immediately, and without notice, suspend or terminate your access to the Website (or any part of it).
- 10.2 On suspension or termination, you must immediately cease using the Website and must not attempt to gain further access.
- 10.3 Where we consider necessary or appropriate, we will report any breach of these Terms to law enforcement authorities, and we will cooperate with such authorities by disclosing your identity and providing any information about you within our systems to them.

## **11 OTHER GENERAL**

- 11.1 If we need to contact you, we may do so by email or by posting a notice on the Website. You agree that this satisfies all legal requirements in relation to written communications.
- 11.2 These Terms, and any dispute relating to these Terms or the Website, are governed by and must be interpreted in accordance with the laws of Singapore. Each party submits to the non-exclusive jurisdiction of the Courts of Singapore in relation to any dispute connected with these Terms or the Website.
- 11.3 For us to waive a right under these Terms, the waiver must be in writing.
- 11.4 Clauses which, by their nature, are intended to survive termination of these Terms, including clauses 4.5, 5, 7, 8, and 11, continue in force.
- 11.5 If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability, or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.
- 11.6 These Terms set out everything agreed by the parties relating to your use of the Website and supersede and cancel anything discussed, exchanged or agreed prior to you agreeing to these Terms. The parties have not relied on any representation, warranty or agreement relating to the Website that is not expressly set out in the Terms, and no such representation, warranty or agreement has any effect from the date you agreed to these Terms.

## **12 CONTACT**

- 12.1 If you have any concerns about material which appears on our Website or these Terms, please contact us by writing to us at [enquiries@gymmboxx.com](mailto:enquiries@gymmboxx.com) or via our online enquiry form.

## **13 GOVERNING LAW AND JURISDICTION**

- 13.1 These terms are governed by and shall be construed in accordance with the laws of Singapore.
- 13.2 The courts of Singapore shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms.

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