

1. Terms and Conditions

The following terms and conditions (the Gravity Club rules) govern your rights and obligations as a Member of the Gravity Club.

2. The Gravity Club

The Gravity Club is operated by Fitness First Singapore Pte Ltd ('the Company') and our principal objective is to provide an exclusive platform for health, wellness and leisure facilities specifically for Gravity Club Members. The Gravity Club is where you will join, and as a Gravity member pay the fees. This enables you unlimited access into all other Fitness First Clubs within the jurisdiction of Singapore and worldwide. The Company has appointed a Management team ('the Management') who are responsible for the operation of the Gravity Club in accordance with these Rules as amended from time to time.

3. Services

A Gravity Membership is subject to the Rules of the Gravity Club as are from time to time in force and which may be amended by the Management at any time. The Management reserves the right to reject an application for Membership to the Gravity Club for any reason whatsoever.

4. Membership

- a) Your Gravity Membership is subject to the Rules of the Gravity Club as stated here in, are from time to time in force and which may be amended by the Management at any time.
- b) Upon acceptance, you will be issued with a Gravity Membership card (which shall remain the property of the Company) and you shall be entitled to all the rights and privileges exercisable by the class of Membership for which has been accepted. If a Membership card is lost or mislaid, the Management will issue a replacement card for you.
- c) Your Membership is personal to you and is non-assignable, non-transferable and non-refundable. As a Gravity Member, you are prohibited from loaning your Gravity Membership card to be used by anyone.
- d) Admittance of a Member without a valid Membership card will only be at the absolute discretion of the Management
- e) The Management reserves the right to reject an application for Membership to the Gravity Club for any reason whatsoever.
- f) Membership Categories

- i) Gravity Signature: allows use of Gravity club and all Fitness First clubs in Singapore and worldwide.
- ii) Lifestyle membership is a minimum 12 full month's membership commitment and cannot be cancelled during this period. Thereafter the contract will continue to run on a month to month basis until cancelled. Pro rata dues are not classed as full membership payment and do not count toward the minimum term.
- iii) Lump sum prepaid term membership plans are available. Prepaid membership dues and add-on fees are non-refundable, non-transferable in any circumstances. Lump sum membership will automatically end at the end of the minimum term unless you choose to renew. For lump sum prepaid term memberships and other like plans, the Company reserves the right to transfer balance prepaid term memberships to other Gravity Club / different branded Club in circumstances where the operations or services of a Club is temporarily or permanently suspended for any reason.

g) Membership Fees:

- i) You agree to pay the dues and fees as stated on the front of this contract. The Joining Fee and administration fees and any prepaid monthly dues are not refundable. Failure to use or non usage of the Club's facilities does not eliminate the obligation to pay all subscription and add-on fees in a timely manner.
- ii) If you have selected a recurring membership, a monthly membership fee ('dues' is payable in advance by autopay. The Management reserves the right to charge a nominal fee in the event of unsuccessful collection of autopay due to a bank account error or otherwise.
- iii) The Management reserves the right to cancel any membership on which fees are unpaid for three months or more. Any lapse in membership will require rejoining at the prevailing initiation fees and most current membership rate.
- iv) Monthly membership dues payable under the Contract are inclusive of Goods & Services Tax (GST). If the rate at which GST is charged changes, then the fees payable under the Contract will increase or decrease by the amount by which GST increase or decreases. This increase or decrease will occur even if you are within your minimum term.
- v) If you have a monthly membership, the Management reserves the right to increase the membership fee at the end of your minimum contract period and on each anniversary thereafter. A written notice will be provided a minimum of 30 days in advance by posting to your most recent mailing address registered in our membership system or by whatever means is deemed appropriate at the time. If you have a prepaid membership, the Management reserves the right to increase your renewal amount.
- vi) If member fees are increased, you hereby authorise the Company to increase the autopay instruction that is indicated on the front of the membership application form upon joining (or on a separate Action Form - whichever is the most current) accordingly.
- vii) Memberships are available to individuals who have attained a minimum age of 21 years.

- j) The Management reserves the right to introduce and vary the prices and categories of Memberships at any time.
- k) **Freezing Membership**
In the event a member shall be subject to a prolonged period of absence from the club, a member may apply for their Membership to be frozen, subject to advance notice effective from the 1st of the following month. The maximum freeze period is two full calendar months per year and may not be used in respect of the notice period for cancellation of membership. Freezing will only be approved for genuine reasons of inability to use the Club facilities. Freeze fees may be increased at any time at the discretion of the Management.
- l) **Cancellation of Membership on or after the Minimum Commitment period.** In the event that you wish to cancel your membership, please contact our Member Relations Officer at Club. We would like to hear the reason of your departure. We will assist you to cancel your membership after your minimum contract term by giving notice period of 30 days in advance of your next billing cycle to be considered the last month billing or transferring your membership to a nominated third party with a prevailing transfer fee. For Flexi membership, please contact us by the 23rd of the last month provided that at least one month of billing cycle was completed.
- m) **Cancellation of Membership within the Minimum Commitment period:**
In the event that you can no longer enjoy the facilities prior to the expiry of the Minimum Term due to long term overseas relocation or medical incapacity, kindly provide supporting documentation, we will assist you to cancel your membership. In either of these cases you may transfer your membership contract to any non-member of Gravity. The person taking over your membership will be charged the most current price for your membership type and a prevailing transfer fee. If you do not choose this option, you will be charged on the number of months remaining in the minimum commitment period.
- n) All membership deposits and Gantner Smart card (Cash card) balances (if any) will be forfeited upon cancellation or expiry of membership.

5. Limitation of Liability

In consideration for Management accepting your application for a Gravity Membership, and in further consideration of your continued Gravity Membership, you agree that:

- a) Neither the Company, the Management, its associated companies, employees or agents shall 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 person or property arising out of, or in connection with the use of any of the services, facilities or premises of the Gravity Club or any Fitness First Club. You expressly hereby hold the Management, the Company, Fitness First Clubs, its associated companies, employees and agents harmless from all claims which may be brought against them by or on a Member's behalf for any such injuries or claims afore said.
- b) If you choose to bring a guest under the Gravity Rules, your guest agrees to abide with Gravity Club rules and the same limitation of liability as a Gravity member shall apply to your guest.

6. Physical Condition of Member

- a) You warrant and represent that you are in good physical condition and there is no medical or other reason why you are not capable of engaging in active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort or physical condition.
- b) You agree not to use any the Gravity Club facilities whilst suffering from any infections or contagious illness, disease or other ailment such as open cuts, abrasions, open sores or minor infection, where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition of the other Members. The Management reserves the right to request you remove yourself from the Gravity Club premises if in the reasonable opinion of Management you are suffering from any illness, disease, ailment or other condition which poses a visible risk to others.

7. Expulsion of Members

- a) The Management may terminate your Membership:
 - i) Without notice and with immediate effect if your conduct, whether or not such conduct is the subject of complaint by another Member or Members, is such that in the reasonable opinion of the Management, injurious to the character or interests of the Gravity Club.
 - ii) Without notice and with immediate effect if you have committed any breach of these Terms and Conditions or of the Rules and Regulations of the Club as are from time to time in force.
 - iii) If any monthly Membership fees, locker fees, wellness charges remain unpaid after the due date for payment.
 - iv) Upon notice in writing, if the Company or Management is of the opinion that you are not a suitable individual for continued Membership of the Gravity Club. All decisions of the Management under this clause are final and binding.
 - v) If your Gravity membership is terminated by the Management, you forfeit all privileges of Gravity Membership with immediate effect without claim for any refund of your Initial Joining Fee/ Admin Fee or Monthly Membership charges, other than any Monthly Membership and add-on fee charges paid in advance. On termination of your Gravity membership, you shall return your Gravity Membership Card and any other evidence or property of Gravity Membership provided to you by the Gravity Club and shall settle any outstanding debts.

8. Personal Data Protection

The Company recognises the importance of the personal data you have entrusted to us and believe that it is our responsibility to properly manage, protect and process your personal data. You understand, acknowledge and consent to the Company processing, collecting and using your personal data for the following purposes:

- processing, administering and managing your Membership;
- processing any transactions or payments made by you and to maintain payment records;
- contacting you or communicating with you via telephone call text message, fax message, email and/or postal mail for the purposes of processing, administering and managing your Membership;

- contacting you or communicating with you via telephone call, text message, fax message, email and/or postal mail for the purposes of processing, administering and managing your Membership;
- for publicity purposes and conducting research, analysis and development activities (including but not limited to data analytics, surveys and/or profiling) to improve our services and facilities in order to enhance the services we provide to you, where you have consented for the Company to do so;
- record-keeping purposes;
- responding to legal process, pursuing legal rights and remedies, defending litigation and managing any complaints or claims;
- complying with any applicable law, regulation, legal process or government request; and
- storing, hosting and/or backing up (whether for disaster recovery or otherwise) your personal data, whether within or outside Singapore. Your personal data may be used, disclosed, maintained, accessed, processed and/or transferred to the following third parties, whether sited in Singapore or outside of Singapore, for one or more of the purposes set out above:
 - the Company's head office, affiliates and subsidiaries;
 - any of the Company's agents, contractors or third party service providers that process or will be processing your personal data on our behalf including but not limited to those third party service providers which have been engaged by the Company to :

(i) to provide and maintain any IT equipment used to store and access your personal information; (ii) to operate the Club; or (iii) otherwise in connection with the provision of Membership services to you;

- the Company's auditors and legal advisors;
- financial institutions, credit card companies and payment processors;
- public and governmental / regulatory authorities, courts and other alternative dispute forums. and
- to facilitate the provision of fitness, health, wellness and nutritional services available at Gravity to you.

For clarity, third parties referred to herein shall also include but is not limited to your Certified Fitness Coach, a nutritionist, the appointed health supplement provider at the current time of provision of Gravity's wellness services to you, and any other party vital to the full provision of Gravity's services to you.

Further details on how the Company collects, uses and/or discloses your personal data can be found in our Privacy Policy available at www.gravityclub.com/privacypolicy or any of our Clubs. If you have any queries or complaints about how we collect, use and/or disclose your personal data, please contact our Data Protection Officer at DPO@fitnessfirst.com.sg

9. Guests

- a) If you introduce a Guest, you shall ensure your Guest complete a Guest Register and pay the current Guest fee per visit term.
- b) Your Guest will have the same Membership privilege as you do. You are required to accompany them, and they are subject to the same Gravity Club Rules and limitations of liability as the member. It is your responsibility as a Gravity Member when introducing a Guest to ensure that your Guest complies with the Gravity Club Rules.
- c) The Management reserves the right to exclude any Guest from the Gravity Club without giving any reason for so doing and may introduce Guests to the Gravity Club or regulate the charges levied for guest fee at any time.
- d) For safety reasons, Guest below 21 years of age will not be allowed into the Gravity Club either as members, guests, or to "wait around" in the club.

10. Gymnasium

- a) You are encouraged to undertake a Wellness Assessment conducted by the Wellness Team before starting an exercise programme.
- b) Wellness Assessment and Personal Coaching sessions for members are strictly by appointment. Bookings may be made up to one week in advance. 6 hours notice is required in the event of cancellation or any fees shall be payable in full.
- c) Dress code: as a Gravity Club member you and your guests are required to wear proper gym attire when exercising. A top is required that covers the chest area, no torn clothing items are permitted. Closed toe, non-marking, rubber soled shoes are required at all times in the gymnasium and in the aerobics room. Members should be considerate of other members and wipe down equipment with hand towel and not dominate specific equipment when the gym may be busy.
- d) Our Gravity Staff are authorized to stop anyone from exercising if he/she is judged to be doing so in an unsafe manner. Therefore you are to abide by our Gravity Staff's instructions if you are prompted in such a manner.
- e) All Personal Coaching and Wellness sessions paid for in advance are non-transferable and non-refundable for any reason whatsoever.

11. Lockers

- a) Private lockers are available for rental at the prevailing monthly fee which may change from time to time. Locker monthly fees must be paid in advance by direct debit. Prepaid term locker rental package is available for lump sum membership. Lockers are not transferable.
- b) It is an express condition that if you place your belongings in a locker you are doing so at your own risk. The Management absolves itself of liability and accepts no responsibility for loss or damage to locker contents for any reason whatsoever.
- c) One month's advance calendar notice is required in writing to the Management in the event of termination of locker rental. Notice must be given prior to the month end for the following month to be considered the last month of locker fees.
- d) Your membership card will be programmed with rental locker detail that remains the property of the Company and must be returned upon cancellation of Gravity membership.
- e) A day use locker will be provided to you and your guest at each visit. The day use locker must be vacated before leaving the club. Please note that day use lockers left overnight will be cleared out and all items inside will be disposed off after 1 month.

12. Others

- a) The Management reserves the right to use any individual or group photographs of Members and/or Guests for press or promotional purposes.
- b) The Management may from time to time wish to show potential Members or others around the Gravity Club and allow them to use the Club facilities on a trial basis and reserves the right to do so.
- c) The Gravity Club's normal hours of operation are indicated at the club entrance and notice board. The Management reserves the right to adjust the hours for the purpose of cleaning, decorating, repairs or for special private functions and holidays. The Management shall endeavour to give reasonable notice of any lengthening or shortening of such hours.
- d) Smoking is not permitted in any part of the Gravity Club.
- e) In the interest of health and hygiene, all Club users are requested to shower prior to entering the Sauna / Steam Room / Swimming Pool.
- f) Members or Guests may not use the facilities of the Club while under the influence of alcohol, steroids, narcotics or other mood altering substances.
- g) The Management may assign the benefit of these agreements to any person, or company at any time without notice to you.
- h) The failure of the Management or the Company to enforce any of their respective rights at any time for any period shall not be construed as a waiver of such rights.
- i) The Management may at its sole discretion amend, vary, delete or add to these Rules and Regulations with immediate effect. You will be advised of any changes by notification on the Gravity Club Notice Board.
- j) The Management will not honour any verbal agreement between a member and staff or any amendments to this agreement, terms and conditions. Only the most current terms and conditions printed on the membership agreement, personal coaching member agreement and Gravity Club Rules will apply.
- k) No photography / video taking is permitted within the club premises unless authorized by the Management of Gravity Club.
- l) These Rules shall be governed and constructed in accordance with the laws of Singapore and subjected to the jurisdiction of Singapore.

Personal Data Protection Act 2012

- a) To process, administer and/or manage your membership with us as a member of Gravity, the Company will necessarily need to collect, use, disclose and/or process your personal data. Such personal data includes information about you set out in your application forms and documents and any other personal information provided by you or that we obtain about you, whether now or in the future.
- b) Your failure to supply certain personal data to us (or if we are not permitted by you to process your personal data), may result in us being unable to process, administer and/or manage your membership with us. Depending on the extent by which you do not permit us to process your personal data or the extent of personal data which you do not provide to us, it may mean that we will not be able to continue the membership in question or enter into a contract with you, as the case may be.
- c) We may collect, use, disclose and/or process your personal data for one or more of the following purposes:
 - i) considering and/or processing your membership application with us, including to require you to fill in relevant forms which sets out your health and lifestyle to ascertain your fitness level at the point of application with us;
 - ii) facilitating and managing your membership with us, including, without limitation;
 - 1) granting you access into the Gravity facilities and clubs according to the terms of your membership;
 - 2) providing and arranging your personal training programmes and other programs provided by Gravity;
 - 3) providing you with service or club/facilities status updates;
 - 4) administering your personal training and other training / fitness packages;
 - 5) processing the payment of your membership fees and/or any other relevant charges that may be incurred by you;
 - 6) operating Fitness First's members' database;
 - 7) providing you with any benefits as indicated by the terms of your membership, including to administer the relevant referral programs applicable to your membership;
 - 8) providing you with our Fitness First Asia App for you to making booking(s) for Group Exercise classes;
 - 9) tracking your fitness levels with systems provided by us or our service providers
 - 10) providing you with a fitness evaluation where requested by you;
 - 11) facilitating the payment and provision of private locker rentals;
 - 12) managing your access to online services provided by Gravity;
 - 13) where your image is captured on any Gravity club / facilities, to be used for publicity purposes; or
 - 14) carrying out your instructions or responding to any enquiry given by (or purported to be given by) you or on your behalf;
 - 15) contacting you or communicating with you via phone/voice call, text message and/or fax message, email and/or postal mail for the purposes of administering and/or managing your membership with us such as but not limited to communicating information to you related to:

- 1) the status of your membership;
 - 2) any service or club/facilities status updates;
 - 3) reminders for appointments and / or sessions that you have booked with Gravity, whether through email or a notification through our Fitness First Asia App;
 - 4) outstanding payments or membership fees;
 - 5) any of the purposes as indicated in paragraphs [(c)(ii)] and [(c)(iii)] above; or
- v) carrying out due diligence or other screening in accordance with any legal or regulatory obligations or our risk management procedures that may be required by law or that may have been put in place by us;
- vi) to prevent or investigate any fraud, unlawful activity or omission or misconduct, whether relating to your membership with us or any other matter arising from your membership with us, and whether or not there is any suspicion of the aforementioned;
- vii) complying with or as required by any applicable law, governmental or regulatory requirements of any relevant jurisdiction, including meeting the requirements to make disclosure under the requirements of any law binding on us and/or for the purposes of any guidelines issued by regulatory or other authorities, whether in Singapore or elsewhere, with which we are expected to comply;
- viii) complying with or as required by any request or direction of any governmental authority; or responding to requests for information from public agencies, ministries, statutory boards or other similar authorities. For the avoidance of doubt, this means that we may/will disclose of your personal data to the aforementioned parties upon their request or direction.
- ix) conducting research, analysis and development activities (including but not limited to data analytics, surveys and/or profiling) to improve our services and facilities in order to enhance your membership with us or for your benefit, or to improve any of our products or services for your benefit;
- x) storing, hosting, backing up (whether for disaster recovery or otherwise) of your personal data, whether within or outside Singapore;
- xi) providing and sending you marketing, advertising and promotional information, materials and/or documents relating to your membership with us which we think may be of benefit or interest to you, via (i) postal mail to your postal address(es) and/or electronic transmission to your email address(es), and (ii) if so consented by you, via telephone calls, SMS/MMS and/or facsimile to your telephone number(s);

(Collectively, the "Purposes").

- d) We may also be collecting from sources other than yourself, personal data about you, for one or more of the above Purposes, and thereafter using, disclosing and/or processing such personal data for one or more of the above Purposes.
- e) Gravity may/will need to disclose your personal data to third parties, whether located within or outside Singapore, for one or more of the above Purposes, as such third parties, would be processing your personal data for one or more of the above Purposes. In this regard, you hereby acknowledge, agree and consent that we may/are permitted to disclose your personal data to such third parties (whether located within or outside Singapore) for one or more of the above Purposes and for the said third parties to subsequently collect, use, disclose and/or process your personal data for or more of the above Purposes. Without limiting the generality of the foregoing or of paragraph [(c)], such third parties include :
- i) our associated or affiliated organisations or related corporations;
 - ii) any of our agents, contractors or third party service providers that process or will be processing your personal data on our behalf including but not limited to those which provide administrative or other services to us such as mailing houses, telecommunication companies, information technology companies and data centres;
 - iii) third parties to whom disclosure by Gravity is for one or more of the Purposes and such third parties would in turn be collecting and processing your personal data for one or more of the Purposes; and
- f) For the avoidance of doubt, where Gravity is required to transfer your personal data outside of Singapore as stated above in paragraph [e], Gravity shall take such steps to ensure that the receiving organisation is bound by legally enforceable obligations such as:
- i) where the receiving party is an associated or affiliated organisation or related corporation, a set of binding corporate rules; and
 - ii) where the receiving party is an unrelated third party; a contract or written agreement; to provide a standard of protection to the personal data so transferred that is comparable to the standard of protection afforded under the PDPA.
- g) For the avoidance of doubt, in the event that Singapore personal data protection law permits an organisation such as us to collect, use or disclose your personal data without your consent, such permission granted by the law shall continue to apply.
- h) Further information on how Gravity collects, uses and discloses your personal data, please see our privacy policy.