



Gym Scope Pty Ltd - Service Agreement

This service agreement is between Gym Scope Pty Ltd ("Gym Scope" or "we") and Fitness Center ("you"). Before using this service you must read this agreement and agree to all terms, notices, disclaimers, and privacy policies. By using the services, you accept this service agreement in its entirety.

Gym Scope offers this online service to all types of Fitness Centers, by facilitating 1) the generation of enquiries from potential members, and 2) the joining of new members.

Fitness Center Eligibility

All Fitness Centers on the Gym Scope website must:

- 1) Be a type of gym, health club, or fitness studio
- 2) Operate as a business or organization
- 3) Be located within Australia or New Zealand, with a permanent premises.

Full Permission

The Fitness Center gives Gym Scope full permission to publish the Fitness Centers details and content on the Gym Scope website. The Fitness Center can change their details and content at any time via the Gym Scope website.

Enquiries By Potential Members

Potential members can enquire about your Fitness Center via the Gym Scope website, by the following methods:

- 1) Requesting a free trial
- 2) Completing the form to send an enquiry
- 3) Completing the form to requesting your phone number

So an enquiry is defined as any of the 3 enquiry methods above.

The enquirer's details (name, email, phone number) will be emailed to your Fitness Centre.

Gym Scope will charge/bill your Fitness Center for every enquiry via the Gym Scope website, as per the disclosed rate in the Payment & Billing Period section below.

If the same person enquires and joins online via the Gym Scope website, you will not get charged for the enquiry.

Trials

During your set up of your Fitness Center's details on the Gym Scope website, you will be able to select your free trial period for which potential members can trial your Fitness Center.

You can change your trial period at any time via the Gym Scope website.

You agree to honor this trial period for potential members that request a trial via Gym Scope.

And the Gym Scope website states the following trial conditions:

- Limit of one trial per person.
- Includes access to the Fitness Center only during staffed hours

Set Up of Membership Plans & Start Up Costs

During your set up of your Fitness Center's details on the Gym Scope website, you will set up your membership plans and upfront start up costs that you will offer to potential members.

GymScope

Membership plans can include a range of direct debit (recurring) and pay in advance (prepay) membership plan types.

Start up costs can include Joining Fee, Card Fee, Upfront Membership Fee, and other types of start up costs.

You must set up your membership plans and start up costs accurately on the Gym Scope website, and consistent to what you offer potential members directly at your gym. And you must accurately update your membership plans and start up costs whenever they change and as soon as they change.

Display of Membership Prices

Only weekly membership prices will be displayed on the Gym Scope website, that will be visible to potential members. When setting up your membership plans on the website, if you select fortnightly or monthly period for your prices, they will automatically be converted to a weekly price when displaying to potential members. You should use the "Preview as Displayed on Website" feature when setting up your membership plans to make sure you are happy with the display and any weekly price conversion.

New Members Joining Online

New members can join your Fitness Center via the Gym Scope website. These new members will select and join one of your membership plans that you previously set up on the website.

To secure an immediate commitment from joining members, we will charge them your start up costs via the Gym Scope website, which will be transferred to you.

If a new member joins one of your membership plans that do not have any start up costs, they will need to leave extra personal information as a sign of their commitment. Gym Scope will email all the new members information to you.

So a member joined online is defined as a person who completed the Join process on the Gym Scope website.

This will require the member joining to:

- Pay your start up costs on the Gym Scope website, if the member joins one of your membership plans that you set up with start up costs.

Or

- Provide extra personal information if the member joins one of your membership plans that you set up with no(\$0) start up costs.

New members who join via the Gym Scope website, will at the time of joining online, fully pay for all start up costs(if any) for your membership plan they selected. So new member's start up costs will be fully paid in advance, prior to them first arriving at your Fitness Center. Hence, **do not charge any member who joined online any start up costs or anything membership related when they first arrive.**

When new members who join via Gym Scope first visit your premises, they should complete your induction process and your own membership agreement, with their start up costs already paid in advance.

If the new member joined any of your direct debit membership plans, they should also complete your direct debit agreement during their first visit, as Gym Scope will not charge the new member for any ongoing direct debits.

You must honor and provide your membership plans (including prices & terms) that you set up on the Gym Scope website to all members joined via the website. You can change your membership plans at any time via the Gym Scope website, which will apply to all new joined members via the Gym Scope website, but your changes will not effect previous joined members.

Gym Scope will charge/bill your Fitness Center for every member joined via the Gym Scope website, as per our disclosed rate in the Payment & Billing Period section below.

Money Back Guarantee

A Money Back Guarantee is provided to new members that purchase a membership plan to your Fitness Center via the Gym Scope website. The money back guarantee is only valid if the new member requests a refund from Gym Scope within 5 days of purchasing the membership on the Gym Scope website. No refunds will be given after this 5 day period.

Your Fitness Centre must not directly refund the member, as it will be processed and handled by Gym Scope.

After Gym Scope provides a refund to any joined member, we will inform the related Fitness Center so they can terminate any previous access given.

Start Up Cost Discount

You will set up the level of discount for new members that join your Fitness Center via the Gym Scope website. This discount will be realized by the joining member, and not by Gym Scope.

For direct debit membership plans, this discount will just be applied to the start up costs amount, and the minimum discount is 10%. This will not discount the ongoing direct debit membership plan price, which will be charged directly by your fitness center.

For pay in advance membership plans, providing a discount is optional, but we recommend 5%. This discount will be applied to the total start up costs, which consists of the pay in advance membership plan price and any associated start up costs.

Start Up Costs Transfer to Fitness Center

Regarding the start up costs that Gym Scope collects on behalf of your Fitness Center when new members join online, Gym Scope will transfer the start up costs collected for the full month to your Fitness Center on the 15th day of the following month.

At the time a new member joins online, their start up costs will incur a payment processing fee of 1.75% + \$0.30 for domestic cards or 2.9% + \$0.30 for international cards.

This payment processing fee will be deducted from the start up cost amount, and the balance will be transferred to your Fitness Center.

If the Fitness Center has monthly charges owing to Gym Scope (e.g. enquiry charges or joined member charges), then the start up costs payable to the Fitness Center will be offset.

Payment & Billing Period

The monthly charges owing by the Fitness Center to Gym Scope will include enquiry charges and/or member joined charges. The Fitness Center acknowledges that the monthly charges are dependent on the number of enquiries completed and members joined on the Gym Scope website, and at the following rates:

- \$14.95 per enquiry
- \$44.95 per joined member

If a discount to the above rates were offered, then those discounted rates will apply.

If the Fitness Center has monthly charges owing to Gym Scope, and this amount is **more** than the start up costs owing to the Fitness Center, the balance of the total charges owing to Gym Scope will require payment to Gym



Scope by direct debit.

It will be considered that the start up costs owing to the Fitness Center will belong to Gym Scope until the balance of the monthly charges owing to Gym Scope are fully paid.

And vice versa, if the Fitness Center has monthly charges owing to Gym Scope, and this amount is **less** than the start up costs owing to the Fitness Center, the balance of the start up costs owing to the Fitness Center will require payment to the Fitness Center by electronic transfer.

The billing period for the monthly charges will be from the 1st of the month (including the 1st) up to and including the last day of the same month. The balance for this billing period is due on the 15th day of the following month.

Invoices will be emailed to you monthly outlining the charges owing. For all charges owing to Gym Scope, you agree to have enough funds in your account on the direct debit date disclosed in your invoice. If there are insufficient funds in your account on this date, there will be a direct debit dishonor fee of \$21.90, and you must arrange payment of the invoice amount and dishonor fee immediately and without delay. You acknowledge that late payments after the disclosed direct debit date will also incur late fees of \$10 per 7 days late.

Free Trial Period for Fitness Center to use Gym Scope website

Gym Scope may offer your Fitness Center a free trial period to use the Gym Scope website. During the free trial period, Gym Scope will not charge your Fitness Center for any enquiries and joined members as outlined in the above Payment & Billing Period section, but all the other sections, terms, and conditions of this agreement will still apply.

Anytime before the free trial period ends, the Fitness Center can provide written notice to Gym Scope that they will not continue with this service. Before the free trial period ends, if the Fitness Center does not provide written notice to Gym Scope that they will not continue with this service, the Fitness Center will commence using this service in accordance with the Payment & Billing Period section above and all the sections, terms, and conditions of this agreement.

Your Content and Information Provided:

Your use of the Gym Scope website constitutes your agreement to only provide accurate, complete, and genuine information, including but not limited to when registering your Fitness Center, entering your details, and setting up your membership plans. You agree that all information that you provide is true and accurate.

You must also update your details and membership plans on the Gym Scope website whenever they change and as soon as they change.

Gym Scope may reject, decline or delete any Content for any or no reason, including Content that in the decision of Gym Scope violates this Agreement or which may be illegal, offensive or infringe the rights of any individual or entity, or harm or terrorize the safety of any person or entity. Gym Scope holds no accountability for monitoring the Gym Scope website for unsuitable conduct or Content. If at any time Gym Scope decides, in its sole discretion, to monitor the Gym Scope website, Gym Scope however assumes no accountability for the Content, no obligation to modify or remove any unsuitable Content, and no responsibility for the behavior of the Fitness Centre providing such Content.

Limitation of Liability and Disclaimer:

Gym Scope offers this website to bring together Fitness Centers and their customers. We are not responsible or liable in any way for the content and information of the Fitness Centers placed on the website, or the appropriateness, quality, and condition of the Fitness Center. You consequently acknowledge that you as the Fitness Center are fully responsible and liable for the content, information, and materials that you place on the

website. And placing this on the Gym Scope website shall be entirely at your own risk.

Gym Scope will in no circumstance be liable to you for direct, indirect, special and/or consequential losses or damages (including loss of profits) of any nature which result from any negligent act or omission by us or from any connection of your use with Gym Scope. Gym Scope will not be liable for:

- 1) warranties of any kind.
- 2) any inability to use or access the website and its functions, or any errors, viruses, and any other harmful components stored and transmitted by the servers.
- 3) any of the content provided by the site in terms of accuracy, completeness, timeliness, correctness, reliability, or any other factor.
- 4) any alterations or unauthorized access to any of your transmissions.
- 5) any kind of statements or conduct of any third party associated with or through Gym Scope.

Under no circumstances shall Gym Scope be accountable for any loss or damage, including personal injury or death, resulting from use of the Gym Scope website.

Gym Scope, its suppliers, and associates make no representations about the appropriateness of the information, products, services, software, and functionality for any purpose on this website. All this information, products, services, software, and functionality is offered "as is" without any kind of warranty. Gym Scope, its suppliers, and associates consequently disclaim all warranties and conditions in relation to this information, products, services, software, and functionality.

Ownership and Copyright:

The Gym Scope website and service, as well as, without restriction to all Software and Content, contains copyrighted material, trademarks and other proprietary information (including, without restriction, photographs, images, video, animation, music, audio, text, and "applets" incorporated into the Software data), the entire contents of the Service and each area enclosed therein are copyright protected as a collective work under the laws of the Commonwealth of Australia. Gym Scope owns a copyright in the selection, organization, and arrangement of such Content. You accept that Gym Scope, and/or its licensors are the holders of all rights, titles, and interests, including copyrights and other intellectual property rights, in and to all materials posted on the Services by Gym Scope and derived works thereof, and that you do not attain any of those ownership rights by accessing such materials.

All contents of the Gym Scope website are the property of Gym Scope Pty Ltd. This content and material is protected by international and Australian copyright laws. Apart from the temporary copy contained in the computers cache and a single permanent copy for your personal reference, the content and material may not be copied, modified, used, published, reproduced, transmitted, or transferred without acquiring prior written approval from Gym Scope.

You shall not use any part of Gym Scope's material and content to establish, provide, distribute, maintain, promote, or assist in establishing, providing, distributing, maintaining, or promoting your own or any other publication, internet site or other means of distribution without acquiring prior written approval from Gym Scope.

You must ensure that all information and material you provide to us does not infringe any one else's copyright or any other intellectual property rights. You shall not provide any information or material that identifies any person or that can be used to identify any person, unless approval has been granted by that person for you to provide that information or material.

Confidentiality

Confidential Information means all information exchanged between Gym Scope and the Fitness Center which is not public knowledge, including:

- Information regarding Gym Scope and its suppliers, agreements, process's, software, technologies, intellectual property, market analysis, promotions, marketing, strategies, plans, customers, suppliers, industries, alliances, financial information and analysis, systems, and any plans or proposals relating to the



above; and

- All copies, notes and records and all related information received or generated by you as the recipient on or arising out of disclosure of the information.

You may use the Confidential Information only for the purpose of this agreement and not for any other purpose unless otherwise authorized by Gym Scope.

At all times you must maintain total confidentiality and will not discuss, promote, or supply any of Gym Scopes operations and systems to any other person or party without consent from Gym Scope.

Your Fitness Center will be required to create a username and password to access and/or update your details on the website. You are completely responsible for maintaining the confidentiality of your password and account. Furthermore, you are completely responsible for any and all activities that occur under your account. You agree to inform Gym Scope immediately of any unauthorized use or theft of your account or any other breach of security (and to provide sufficiently documented evidence as reasonably requested by Gym Scope). Gym Scope will not be liable for any loss that you may incur from someone else using your account or password, either with or without your knowledge. However, if someone else uses your account or password you will be liable for losses incurred by Gym Scope or another party. You are not allowed to use anyone else's account at any and all times.

No Prohibited or Unlawful Use:

Your use of the Gym Scope website constitutes your agreement not to use this website for any purpose that is unlawful or prohibited by these terms, conditions, and notices, or any other terms, conditions, and notices that appear elsewhere on this website.

Rules of Conduct

The following are examples of kind of activity that is prohibited on the Gym Scope website. Gym Scope reserves the right to investigate and take suitable legal action against any party who, in Gym Scope's sole discretion, breaches this provision. Prohibited activities includes, but is not limited to:

- 1) Modifying, trying to modify, encouraging or assisting any other person in modifying any security technology or software that is part of the Gym Scope website or services.
- 2) Activities such as the use of viruses, worms, bots, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise allow the unauthorized use of or access to a computer or a network.
- 3) Any automated use of the system, such as, but not limited to, using scripts and programs.
- 4) Disrupting, interfering with, or creating an unnecessary burden on the Gym Scope website or the networks or services associated to the Gym Scope website or services.
- 5) Selling or otherwise transferring your account.

Termination:

Either party may terminate this service and agreement at the end of any month, but written notice is required at least 30 days prior. Gym Scope will require payment of any outstanding amounts before you can terminate your account.

Gym Scope can suspend or terminate this service and agreement immediately if you breach any of these terms and conditions, or if your information and content provided is not in the best interest of Gym Scope in the complete and sole opinion of Gym Scope.

After termination, you are not authorized to access this service any longer, but all restrictions imposed to you, and all limitations of liability and disclaimers specified in this service agreement may continue to exist.

Use of Software:

All the software on the Gym Scope website and servers, including but not limited to all HTML, JavaScript, PHP, SQL code, and ActiveX controls, is completely owned by Gym Scope Pty Ltd, its advertisers, and suppliers, and is protected by international and Australian copyright laws. It is strictly prohibited by law to reproduce or distribute (in any means) any of this software, and it may consequently result in harsh criminal penalties, prosecuting violators to the most extent possible. All the software, documentation, content, material, and technical information on the Gym Scope website and servers are subject to, and protected by Australian export control laws and regulations.

Indemnity:

You agree to indemnify Gym Scope, its servants, and associates from all loss, cost, damage, and claim that you may suffer as a result of your use of Gym Scope.

News Letters / Emails / Notifications

Gym Scope may send your Fitness Centre information about present and future Services offered by Gym Scope.

Representation

The representatives of both Gym Scope and the Fitness Center acknowledge and warrant that:

- They have full power to enter into, exercise its rights and perform its obligations under this Agreement.
- This Agreement constitutes its valid and legally binding obligations, enforceable against it in accordance with its terms.

Modification of these Terms and Conditions:

Gym Scope reserves the right to change these terms, conditions, notices and disclaimers, by providing you 30 days written notice of such changes. Within this 30 days noticed period, if you do not terminate this service agreement, or if you and Gym Scope do not come to an alternative agreement about the changes, then the changes will apply in full effect.

All the rights that are not expressly stated in the Gym Scope website are reserved at the discretion of Gym Scope.

Gym Scope reserves the right to reject or refuse acceptance of any fitness center registration and any content and material that it considers inappropriate or for whatever reason.

General

This service agreement is governed by the laws of Australia and the State of Western Australia and you hereby submit to the exclusive jurisdiction of these courts.

Gym Scope makes no representation that the Service is accessible, appropriate or legally available for use in locations outside Australia and New Zealand. Users that access the Service from other locations do so at their own initiative and are responsible for compliance with local laws.

If any part of this service agreement is stated to be invalid or unenforceable pursuant to applicable law including, but not limited to, the liability limitations and warranty disclaimers set forth above, then the invalid or unenforceable condition will be considered superseded by a valid, enforceable condition that most closely matches the meaning of the original provision, and the rest of this Service Agreement shall continue in full effect.



This service agreement, together with the documents specifically included by reference, make up the entire agreement between you and Gym Scope with respect to the Services, and it succeeds all prior or current communications, whether oral, electronic or written, between you and Gym Scope.

YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL THE CONDITIONS AND PROVISIONS CONTAINED ABOVE.

Contact

If you have any queries about this service agreement, your dealings with the Services, or privacy policy, please contact us at: support@gymscope.com