

Terms and Conditions

By signing up for a membership at IQ Fitness, the member agrees and accepts to be bound by and comply with the terms and conditions as follows.

1. Membership

- 1.1 Besides the acceptance of these Terms and Conditions, the member also agrees to comply with the General Guidelines. The General Guidelines might be changed from time to time for common interest of all members. The member also agrees and accepts the changes of the Terms and Conditions and The General Guidelines to be notified by IQ Fitness.
- 1.2 After the member signed up at the website of IQ Fitness (www.iqfitness.asia), the next time that the member shows up at the IQ Fitness gym, the member will be handed a personal membership card and The General Guidelines.
- 1.3 To access to an IQ Fitness gym, the member must bring the personal membership card. Access to the gym without membership card is possible against payment of a fee.
- 1.4 If the member loses his/her membership card or if it becomes damaged, the member must immediately inform IQ Fitness. A new membership card will be issued in return for a fee.
- 1.5 IQ Fitness reserves the right to continuously change the membership Terms and Conditions, fees and prices including the price of your membership. Significant changes to the Terms & Conditions, fees and prices will be notified with at least 40 days prior notice, by registered mail to you at the latest address you have notified us in writing.
- 1.6 If the member does not wish to continue their membership under the new Terms & Conditions, fees and prices, the member shall cancel your membership.
- 1.7 IQ Fitness reserves the right to refuse membership to any individual without cause.

2. Age requirements

Applicants of IQ Fitness member must be over 15 years old. If an applicant is under the age of 20 or being a minor, the applicant must be granted the consent by parents, legal representative or guardian for using of our Service and such persons shall signed Terms and Conditions on behalf of the minor.

3. Opening hours

IQ Fitness standard opening hours is all weekdays from 7 am to 11 pm. IQ Fitness reserves the right to change the opening hours as considered necessary for the proper operation of the gym and the general corporate policy which shall be announced by posting at IQ Fitness and website: www.iqfitness.asia.

4. Details of services and facilities

Members acknowledged that the right to obtain services of each member may be varied according to the type of membership and conditions that the members have agreed with IQ Fitness in writing. However, IQ Fitness agrees to provide minimum space, types, amount of equipment and facilities as prescribed in Exhibit 1.

Member's signature_____

5. **Membership fees, Fees and additional service fees**

Membership fees and additional service fees are prescribed in Exhibit 2.

6. **Methods and Conditions of Payment**

6.1 The payment of membership fee, fees or any purchases through your membership can be made through a credit card, debit card, cash or through other such means as made available by IQ Fitness.

6.2 Types of membership and details of payment are as follows:

| Types of Membership | Details of payment |
|-------------------------------|--|
| Prepaid membership | Upon signing up for a prepaid membership, the member shall pay for the whole membership period. |
| Standard recurring membership | Upon signing up of the standard recurring membership, the member shall pay the joining fee that shall include the membership fee from the date of purchase until the end of the current month. If the membership is applied after the 15th of the month, the member shall in addition pay the membership fee for next month's membership when signing up. |

6.3 Payment of standard recurring membership can ONLY be made with a credit card. Payment is due by the first of each month or the prior weekday should the first fall on a weekend or public holiday.

6.4 In the case of automatic recurring payment by credit, the member is always required to keep their account balance to be sufficient for the payments. In the event of failure to pay the monthly membership fee or missed payments, the member allows IQ Fitness to re-submit the payment and IQ Fitness will be entitled to add a late fee.

6.5 In the case of payment by credit card for the standard recurring membership the member agrees that IQ Fitness stores the credit card information through a third-party.

6.6 **IQ Fitness reserves the right to suspend the membership if payment is not received by the due date.** Access to the fitness facilities will be denied until outstanding payment is received. **If outstanding balance has not been settled by the next due payment, the membership will be terminated, and a new membership will have to be signed up for to re-join IQ Fitness.**

6.7 Prepaid memberships can be renewed within five days after the prepaid period has lapsed. After five days from the expiration date of membership period, if the membership has not been renewed, the member shall pay the joining fee.

6.8 In the event that the member pays membership fees and expenses via credit card, IQ Fitness would suspend the charge from the member's credit card once the membership is terminated and any outstanding fees are settled.

Member's signature_____

7. Amendment of member details

In order to identify you as a member, a picture of you will be stored together with other personal information. The member is required to submit and maintain an accurate looking photo of themselves in the system. If any changes are made to name, address, email, phone number or other information that the member has provided when signing up for a membership, the member must immediately update your profile online or notify the update in person at the gym. The member shall always update your correct personal information and email address to IQ Fitness.

8. Transfer of membership

Membership in IQ Fitness may be transferred to other individuals who qualify as members by written notice to IQ Fitness only. Fees may be applied for the transfer of memberships.

9. Membership Freeze

Members with standard recurring memberships are entitled to freeze their membership one time during membership. To activate the freeze, the request must be submitted with the staff at the reception during the working hours at least 30 days prior to the freeze period up to the first of a month.

10. Membership extension

Members are able to extend their membership period when the membership period expires. IQ Fitness will inform changes of membership fees and any expenses (if any) to be collected from members, such as membership fees, training fees, fees, etc., in writing at least thirty days in advance.

11. Termination by Member

11.1 The members for all type of membership are entitled to terminate the membership according to the following conditions:

- (i) IQ Fitness provides defective or inappropriate equipment, or insufficient equipment given the number of members and the exercise area and the fitness equipment of equal quality (or better) is not provided to replace the faulty equipment within seven days from the date of notification.
- (ii) There is written evidence from the doctor confirming that continued use of fitness services may cause health hazards or abnormal physical or mental condition.
- (iii) You are injured because the trainers of IQ Fitness do not have the expertise or fitness equipment, or there is no warning that the equipment is defective.

In the case where the membership is terminated due to above reasons, the refund of membership fee in cash or deposit to the member's bank account for the remaining membership fee and other fees for the remaining period of the membership term will be paid to the member within 30 days from the termination date of the membership.

11.2 The standard recurring membership may be terminated at any time by the member by notifying their intention to the staff in person at the reception of IQ Fitness during the working hours at least 1 month in advance prior to the beginning of the month in order

Member's signature_____

to terminate the membership in next month. In the case where the member notifies the intention to terminate the membership after the beginning of the month, they shall pay the membership fee for the next month until the termination is effective.

- 11.3 If the Guidelines, terms and conditions or staff directions have been violated, **IQ Fitness may terminate the membership by giving 30 days advance written notice**. The notice may be in the form of informing members in person with their evidence being signed or by registered mail to the address the member registered with or to the address the member has recently informed IQ Fitness.

12. Termination by IQ Fitness

- 12.1 In the following circumstances, IQ Fitness has the right to terminate the membership at any time with immediate effect:

- (i) The Member intentionally commits criminal offenses
- (ii) The Member's behavior disturbs the use of other members' services
- (iv) The Member has a serious contagious disease.

- 12.2 In the case where IQ Fitness found that the member has given fault information or concealed any facts regarding the age or power of legal representative, **IQ Fitness has the right to terminate the membership**. In this regard, the member shall pay the fees in the amount in proportion to the use of service until the date of termination.

- 12.3 **IQ Fitness is entitled to terminate the membership if the member does not make payment for the membership fee or other fees.**

- 12.4 IQ Fitness may suspend memberships of IQ Fitness for a reasonable period in the case of violations to The Guidelines. Members will be compensated with any outstanding amount in excess of 30 days. Fraud and/or repeated gross violations of The General Guidelines will be reported to the relevant authorities.

13. Notice

IQ Fitness will send any notices required by law or by the Terms and Conditions, which resulted in members to become more burdened by registered mail to the address the member registered with or to the address the member has most recently informed IQ Fitness.

14. Effectiveness

If any terms and conditions of this agreement are legally invalid, incomplete or unenforceable, such terms and conditions will not have effect on the completeness nor on the validity of any other terms and conditions.

15. Other agreements

- 15.1 Any other agreement between IQ Fitness and the members shall be in writing only. Any other form of agreement or in verbal without a written evidence shall be deemed unenforceable.
- 15.2 Members ensures the correctness and accuracy of any personal information the member provides to IQ Fitness, including any health information and physical condition. IQ Fitness will consider the information received from its members as correct and accurate.

Member's signature_____

- 15.3 Members agree that your health is your responsibility. Participation in all exercises is therefore at the member's own risk. Members are responsible for being in a state of health that allows for participation in activities at IQ Fitness.
- 15.4 Members may, at your own discretion and expenses, obtain personal insurance for loss, injury or damage that you might sustain arising from use of IQ Fitness. You exercise at your own discretion and accept any injury or illness brought on by exercise is your own responsibility.
- 15.5 IQ Fitness recommends that all valuable objects be stored in a locked locker during training. IQ Fitness is not liable for any losses due to theft or other damage to property if it is not properly kept in the locked locker or left unattended.
- 15.6 **IQ Fitness reserves the right to send out notifications to the email address the user has provided at sign up.**
- 15.7 **The seller of personal training sessions is IQ Fitness, and not the personal trainer. Therefore, should the personal trainer which have been booked in connection with the purchase of the Personal Training sessions no longer be available at IQ Fitness, the Member is not entitled to a refund of the purchase, but shall be offered another personal trainer at a similar level.**

Member's signature_____

Exhibit 1

Details of services and facilities

1. Space and location of the fitness area:

| | |
|---|--------------------|
| Gym area | 402 m ² |
| Reception and lounge | 20 m ² |
| Female changing rooms and toilets | 70 m ² |
| Male changing rooms and toilets | 70 m ² |
| Gym, group training and stretching area | 350 m ² |
| Total fitness area | 912 m ² |

2. Fitness equipment:

| Equipment | Quantity |
|-----------------------------|----------|
| Cardio | 20 |
| Stack weight | 12 |
| Plate loaded | 9 |
| Free weights/cable stations | 12 |

Member's signature_____

Exhibit 2

Membership fees and additional service fees

IQ Fitness Standard Pricing

| Fee | Rate (THB) |
|---|----------------------|
| Joining fee | 1,000 |
| Standard Recurring Membership (only with credit card) | 1,000 |
| Prepaid 1 Month | 1,500 |
| Prepaid 3 Months | 3,900 (1,300/month) |
| Prepaid 6 Months | 7,200 (1,200/month) |
| Prepaid 1 Year | 12,000 (1,000/month) |
| Day pass | 260 |
| Assisted member data update | 260 |
| Entrance without card | 100 |
| Membership card replacement | 260 |
| Late/rejected payment | 260 |

Personal Trainer Pricing. Session = 60 min.

| Personal Trainer | 1 session | Buy 10 sessions |
|-------------------------|------------------|------------------------|
| Gold Level | 1,200 | 11,000 |
| Silver Level | 800 | 7,500 |
| Bronze Level | 600 | 5,500 |

| Personal Trainer (2-person group) | 1 session | Buy 10 sessions |
|--|------------------|------------------------|
| Gold Level | 1,600 | 15,000 |
| Silver Level | 1,200 | 11,000 |
| Bronze Level | 1,000 | 9,000 |

All prices are in THB. Updated 4.7.2019.

Member's signature_____