

## **WEBSITE TERMS AND CONDITIONS**

### **1. INTRODUCTION**

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This website (Website) is operated by Samuel Geoffrey Dennis ABN 84 405 517 592 trading as "The People's Gym" ("**The People's Gym**"). By using or accessing this Website, you agree to these terms and conditions. If you don't agree to these terms & conditions, please don't use or access this Website. The People's Gym may change these terms and conditions from time to time, so you should check these terms and conditions regularly.

### **2. YOUR PHYSICAL CONDITION**

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You acknowledge the risks and dangers associated with the strenuous exercise that forms part of the content and services, which include, but are not limited to serious bodily injury, death or other damage or injury. You assume all such risks and responsibility for damages, liabilities, losses or expenses which you may incur as a result of your participation.

Each time you use this Website, you must ensure you are in good physical condition and know of no medical or other reason why you should not exercise. If unsure, you should not use the Website until you have sought appropriate medical guidance and been given the go-ahead.

You agree to give us all relevant personal health and fitness information both before and during the course of any exercise program or other activity. You also agree to complete our Pre-Exercise Questionnaire upon our request. In some cases, responses you give will require that you get medical guidance before exercising. You acknowledge that pre-exercise or other screening is no substitute for medical advice and does not guarantee against injury or death.

You promise that information you give us will be true and accurate and not misleading in any way. You must not use the Website if you are suffering from any illness, disease, injury or other condition that could be a risk to your health or safety or that of other members and others. We may suspend or cancel your account if we have reason to suspect that you have not complied with this paragraph or these terms & conditions more generally.

The People's Gym and its affiliates make no guarantee, warranty, representation or promise of any health outcomes associated with your use of the Website, including but not limited to weight-loss, weight gain or other changes in body composition or your health or wellbeing more generally.

### **3. ELIGIBILITY**

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For safety and security reasons you must be at least 18 years old to register for this Website. However, if you are 16 or 17 years of age, and both you and your parent or guardian agree to the Special Conditions for 16-17 Year Olds (which are for your protection and may be found at [www.thepeoplesgym.net.au](http://www.thepeoplesgym.net.au)), you may register. Your account may be immediately cancelled if you break one of the Special Conditions for 16-17 Year Olds.

We have the right to refuse to deal with you, at any time, at our sole discretion, including the suspension or termination of your account, if we believe that you may or will bring our reputation, those individuals who represent us in the market place and our other users into disrepute or otherwise will interfere with other parties' rights to have reasonable use of and access to the Website or to the contents and components of the Website or are in any way in breach of these terms and conditions.

### **4. YOUR USE OF THIS WEBSITE**

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You must not:

- use this Website (including by posting content) in a manner that violates a law or regulation of any country or may cause harm, distress or loss to any person;
- disrupt, interfere with, reverse engineer or compromise the security of this Website or any software or hardware used in connection with this Website; or
- restrict, inhibit or interfere with any other user's use or enjoyment of this Website.

You acknowledge and agree that your account registration nor your acceptance of these terms & conditions provides you with access to products and services provided at or through any physical The People's Gym club located worldwide.

## **5. FEES AND PAYMENT**

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There are no fees to access the free portion of the Website.

## **6. PRIVACY**

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All personal information that you supply in connection with this Website will be collected, used, disclosed and managed by The People's Gym according to the terms of its Privacy Policy, a copy of which is available on this Website. You consent to The People's Gym dealing with your personal information in accordance with its Privacy Policy. You also agree to use this Website in accordance with any other policies that we publish on this Website from time to time.

Your personal information may be: transferred to and stored out of Australia, including to a country that does not have the same level of privacy protection as Australia; and disclosed to and used by The People's Gym clubs, including overseas clubs, for the purpose of providing services to you. You consent to the transfer and storage of your personal information outside Australia, and to the disclosure and use of your personal information to clubs inside and outside Australia. You can access our privacy policy at [www.thepeoplesgym.net.au/privacy](http://www.thepeoplesgym.net.au/privacy).

You must tell us promptly if you change your contact or payment details or if there is a change to other relevant personal information, including anything that may affect health or safety.

You understand that photos, films, videos or audio recordings may be taken of subscribers for promotional purposes. Your permission will first be obtained if this is done. By registering your account, you agree to allow your image, recording or likeness to be used for any legitimate purpose by us or our affiliates and you assign your rights in any of these materials to The People's Gym LLC.

## **7. INTELLECTUAL PROPERTY RIGHTS**

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The People's Gym and its licensors own the intellectual property rights (including copyright and trade marks) in respect of this Website and its contents. You must not copy, modify, transmit or adapt this Website or its contents or otherwise infringe the intellectual property rights of The People's Gym or its licensors without The People's Gym prior written consent.

If you post any content on this Website, you grant The People's Gym a non-exclusive, perpetual, irrevocable, world-wide, royalty-free licence to use, publish, reproduce and modify that content for any purpose. You warrant that you own the intellectual property rights in any content you post on this Website and that it does not infringe any third party's intellectual property rights.

## **8. LINKS**

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This Website may from time to time contain hyperlinks to websites operated by third parties (Linked Sites). Linked Sites are not under the control of The People's Gym. The People's Gym is not responsible for, and does not control or approve, the contents or operation of any Linked Site. Your use of a Linked Site is subject to the terms and conditions of the Linked Site. Any

personal information that you provide to a Linked Site will be subject to the privacy policy and practices (if any) of the operator of the Linked Site.

## **9. COOKIES**

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During your use of this Website, The People's Gym may issue and request cookies to and from your computer or mobile device. By using this Website you authorise The People's Gym to issue and request such cookies.

## **10. WARRANTIES AND LIMITATIONS**

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To the extent permitted by law:

- all statutory and implied guarantees, warranties and conditions of any kind in connection with this Website and its contents are expressly disclaimed. The People's Gym does not exclude any statutory or implied guarantee, condition or warranty which cannot be lawfully excluded;
- The People's Gym does not warrant that your access to this Website will be uninterrupted or that this Website will operate error free, that any defects will be corrected or that this Website and their servers are free of computer viruses, trojans, spyware and other harmful material;
- The People's Gym does not warrant that it will be able to prevent any unlawful, harmful or inappropriate use, modification or alteration of this Website, or that it will give notice of such use, modification or alteration;

The People's Gym does not warrant or make any representations about the correctness, accuracy, currency, completeness, reliability, quality or otherwise of this Website or its contents. Your use of this Website and the information on it is at your own risk; and this Website and its contents are provided on an "as is" basis without any warranties of any kind. The People's Gym may change this Website or limit or terminate your access to this Website at any time without notice.

Some laws imply terms, conditions and guarantees into agreements such as these terms and conditions that cannot be excluded. If The People's Gym breaches a non-excludable term, condition or guarantee, it will be liable for that breach. However, if The People's Gym is allowed to limit its liability for that breach under the relevant law, The People's Gym's liability will be limited to supplying the same services again or paying the cost of having the services supplied by someone else (at The People's Gym's option).

The People's Gym makes no representation that the content of this Website complies with the laws of any country outside Australia. If you access this Website from outside Australia, you do so at your own risk and you are responsible for ensuring compliance with all laws in the place where you are located.

## **11. LIMITATION OF LIABILITY**

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To the extent permitted by law and without limiting any non-excludable consumer rights you may have, The People's Gym and its affiliates will not be liable for any direct, indirect, incidental, special, consequential or punitive loss or damage, loss of profits, revenue, expectation, business, savings, data or unavailability of systems or any other loss whatsoever, whether arising under contract, statute, tort (including negligence) or otherwise, in connection with this Website, or any use of or access to, or any inability to use or access, this Website.

You will hold The People's Gym and its affiliated companies harmless against any claims, proceedings losses, liabilities, costs or other expenses (including legal costs) incurred by them in connection with, whether directly or indirectly, your breach of these terms and conditions,

your use or access of this Website or any violation by you of any applicable law or these terms and conditions.

## **12. INCONSISTENCY**

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In the event of any inconsistency between these terms and conditions and our Privacy Policy, the terms of our Privacy Policy prevail to the extent of the inconsistency.

## **13. FORCE MAJEURE**

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The People's Gym and its affiliates will not be responsible for any delay in performing their obligations under these terms & conditions due to causes beyond their reasonable control.

## **14. TERMINATION**

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You may terminate your free account at any time.

## **15. APPLICABLE LAW**

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By using this Website, you agree that any claim or dispute arising in connection with these terms and conditions, or your use of this Website, will be resolved in accordance with the law applying in the State of Queensland and under the exclusive jurisdiction of the courts of Queensland and of the Commonwealth of Australia.

These terms and conditions were last updated in February 2022.