

CELEBRITY FITNESS TERMS OF MEMBERSHIP & CLUB RULES

1. Terms & Conditions

The following terms & conditions govern the rights and obligation of Celebrity Fitness Health Clubs ("Celebrity Fitness") and members thereof.

2. Celebrity Fitness Clubs in Malaysia ("The Club")

The Club is operated by Exertainment Malaysia Sdn Bhd ("The Company"). The Company is also appointed to manage the subsidiary J.V. Fitness Concepts Sdn Bhd operating Celebrity Fitness Mid Valley. The Company's business address is at Level 12, Wisma Mont Kiara, No 1, Jalan Kiara, Mont Kiara, 50480 Kuala Lumpur whose principal objective is to provide health and leisure facilities for frequent. If, over a two-month period, you use another club more than your home club, we will transfer your membership to the club that you use most often without any notification to you. The Company has appointed a Management team ("The Management") who are responsible for the operation of the Club.

3. Membership Terms

- a) Membership is personal to the member and is non assignable, non-transferable and non-refundable. A member may not loan his/her membership card to be used by a third party. The Company may assign the benefit of these agreements to any person, firm or company at any time without notice to the member.
- b) All new memberships and membership transfers are subject to the approval of the Management. The Management reserves the right to reject an application for membership to the Club for any reason whatsoever.
- c) Upon acceptance, the member will be issued with a membership card (which shall remain the property of the Company) and the member shall be entitled to all the rights and privileges under the class of membership. If a membership card is lost or misplaced, the Management will issue a replacement card at a nominal charge.
- d) Any member wishing to enter the club without a valid membership card will only be admitted at the absolute discretion of the Management.
- e) Comfort Guarantee – You have a 'comfort guarantee' period of 14 days commencing on the date a Contract is formed, or in case of new club, the grand opening date. If you wish to utilize this period to cancel your membership, you are required to tell us in writing (preferably on the form supplied by us) that you want to cancel your membership during your Comfort Guarantee Period. We will cancel your contract, the monthly dues and startup fees will not be refunded. The unused sessions (PT/Fitness Program/Group FireFit Class Pack purchases) will be refunded. Membership is non-transferable during the comfort guarantee period. After the Comfort Guarantee Period ends, if you wish to terminate/cancel the Contract, you must pay certain fees to us. The particular amount of fees payable varies depending upon the reason that you are terminating the Contract. Please refer to the cancellation provision as outlined for full details in relation to your right to cancel your membership and the fees payable in those circumstances.
- f) Memberships are available to individuals who have attained a minimum age of 14 years old. A parent/guardian for any applicant below 18 and above 14 must sign on the agreement/paper contract or digital contract as consent for the minor to join the Club(s) and abide the rules and regulations. Alternatively parent/guardian may produce a signed letter of consent to the Club.
- g) Lump sum prepaid term membership plan is available upon request. Prepaid membership dues and freeze 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 it.
- h) For lump sum prepaid term memberships, the Company reserves the right to transfer balance prepaid term memberships to other Celebrity Fitness club / different branded clubs in circumstances where the operations or services of a club is temporarily or permanently suspended for any reason.
 - i) For FFCF Dual brand All Malaysia membership, enabling access to both Fitness First ("FF") and Celebrity Fitness ("CF") clubs in Malaysia.
 - j) For FFCFFIRE Tri Access All Malaysia membership, enabling access to Fitness First ("FF"), Celebrity Fitness ("CF") and FIREFIT ("FIRE") clubs under Evolution Wellness Group network in Malaysia.
 - k) The FFCF Dual Brand or FFCFFIRE Tri Access membership is not available to/for access at international jurisdictions (with exception of the All Malaysia membership which grants access to selected international jurisdictions)

4. Membership Agreement/Contract Form

Celebrity Fitness Membership Agreement/Contract is available in a paper form contract or digital contract.

- a) A digitally/electronically signed contract and paper signed contract are legally recognized and shall not be denied of its legal effect, validity, or enforceability.
- b) You will be given a copy of digital signed contract upon joining via email that you have provided to us. Alternatively, you may request to have a printed copy from the Club upon joining.
- c) A paper form contract may be used at the discretion of the Club. A copy of signed contract will be scanned and attached to your membership profile.
- d) For add-on memberships, you will have to sign an additional contract which forms an integral part of this agreement. If in conflict, this Agreement containing your original terms and conditions will prevail.

5. Membership Fees

- a) All members shall pay an initial Joining Fee and Administration Fee in the sum specified, which are non-refundable and shall become due immediately upon being accepted as a member. Joining fee and Administration fees are subject to change without notice.
- b) Initial fees and Membership fees are not refundable upon resignation or termination for any reason whatsoever.
- c) Monthly subscription is payable on the 1st of every month through credit/debit card arrangements as indicated in the front of membership application form upon joining (or on a separate Action Form – whichever the most current). A prevailing late payment fee will be imposed thereafter per outstanding month. Furthermore, for credit card payers, by entering the card details onto our secured enrolment platform, you agree that the tokenised card details will be stored as card on file for recurring and arrears payment. We reserve the right to adjust your monthly subscription fees to the prevailing Direct Debit/Cash rate at this time.
- d) Failure to use or non usage of the Club's facilities does not eliminate the obligation to pay all subscriptions in a timely manner. Failure to properly cancel or missed a FireFit Group Class booking is subject to late cancellation and no-show policy and fees.
- e) The credit/debit card authorization amount must be sufficient to cover at least three months subscription outstanding plus late payment fees. On occasions, bank delays may cause your credit/debit card to be inactive for several months. In this case you may make payments directly at the club. Please always update your billing details and contact information with the Club. Celebrity Fitness may increase the frequency of billing runs at any time to collect the arrears.
- f) The Management reserves the right to deny access if the dues are in arrears and to cancel any membership on which fees are unpaid for a month or more. Legal action will be taken to recover outstanding dues from the member. This includes the right to forfeit prepaid bookings for no-show.
- g) Any lapse in membership will require the member to rejoin at the prevailing Initiation Fees.
- h) Membership Fee:
 - i) Price promise; Celebrity Fitness agrees not to increase the Members' Monthly Dues within their Minimum Contact Period (MCP).
 - ii) Thereafter Celebrity Fitness reserves the right to increase prices of any existing membership option whether individual or under a corporate account, subject to giving 30 days notice to the Members by posting such notification in the club, or by whatever means is deemed appropriate at the time.
 - iii) Monthly Membership Dues are payable in advance through the autopay system. Celebrity Fitness reserves the right to charge a nominal fee in the event of late payment due to unsuccessful collection for whatever reason, or in the event that an alternative method of payment is used.
 - iv) If membership fees are increased, you hereby authorize the Company to increase any autopay instruction that is indicated in the front of the membership application form upon joining (or on a separate Action Form – whichever is the most current) accordingly.
 - v) Monthly membership dues payable under the Contract are inclusive of Sales & Service Tax (SST). If the rate at which SST is charged changes, then the fees payable under the Contract will increase or decrease by the amount by which SST increase or decreases. This increase or decrease will occur even if you are within your minimum term.

6. Freezing Membership

- a) Members may "freeze" their memberships by continuing to pay a prevailing freeze fee per month depending on your membership category. Freeze fee is payable in advance and is based on your primary membership.
- b) A member must give notice to the Club by the 20th of the month prior to the first day of the freezing month. Back dating freeze is not allowed. Freeze request shall be processed by the Club Staff. A written confirmation shall be issued by the Club to confirm the freeze period.
- c) The freeze period must be for a period of not less than 1 month or maximum 12 months and the Member needs to be an active paying member for a minimum of 3 months after joining.
- d) The Time Freeze period always start on the 1st day of the month and finishes on the last day of the month.
- e) The freezing period does not count towards the minimum term. Freeze may not be used in respect of the notice period for cancellation of membership.
- f) Members may not use the club facilities during this freezing period unless you unfreeze your membership by paying the pro rata dues of the month before the end of freezing period.
- g) Your frozen membership will be reactivated to a full paying membership automatically upon the expiry of the frozen period.

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7. Termination of Membership

a) Cancellation/Termination Within Minimum Term For Medical or Relocation Reasons

- i) You can only cancel your membership prior to the expiry of the Minimum Term if you become subject to medical incapacity, if you relocate to an area not within 50 kilometers of a Celebrity Fitness Club or if we make changes to the Contract which adversely affects you. For cancellation due to medical incapacity or relocation, you will only be permitted to cancel your membership if you produce supporting documentation to our satisfaction (in case of medical reasons, by a qualified medical practitioner certifying that you are permanently sick or incapacitated from undertaking any exercise regime for a period of 12 months or the remaining term of your membership, whichever is longer and in the case of relocation, by a real estate or similar agent certifying your relocation). In either of these cases, you may choose to transfer your membership Contract to someone you introduce to the club and has not been a member of Celebrity Fitness for a minimum period of 3 months (relevant fees will apply). The person who takes over your membership will be charged on the most current membership rack rate. In this transfer case the departure fee will be waived. If you do not choose this option, a departure fee will be charged depending on the number of months left on the Contract as stated below.
- ii) Cancellation 'Departure Fee' (this may be waived in special circumstances (e.g. bankruptcy): This fee upgrades your membership to a Premier (4 months) option (which would have been offered to you upon joining) to allow cancellation of your Contract within the minimum term period and is only offered for the reasons outlined above. For the remaining time of: 1-4 months MYR 199*, 5-7 months MYR 299* and 8 months onwards MYR 399* will be payable. The Management reserves the right at any time, to increase the Cancellation 'Departure Fee' to be charged.
- iii) One full calendar months advance cancellation notice is applicable in addition to the cancellation fee payment.
- iv) For FFCFFIRE Tri Access All Malaysia 3 months membership, you are required to pay remaining contractual period months membership fees in order to cancel within minimum term.

b) Termination On or After The Minimum Term

- i) You can terminate your membership on or after the minimum term if you give us one full calendar months advance notice (calendar month begins from the 1st day of the month).
- ii) You must be aware that:
 - a) Termination takes effect on the last day of the month following our receipt of your notice. As an example:
Notice Received Date:
1st July 2020 - Final Usage Date: 31st August 2020
12th July 2020 - Final Usage Date: 31st August 2020
30th July 2020 - Final Usage Date: 31st August 2020
- iii) You must walk in to your club to request a cancellation.
- iv) You shall receive a cancellation request receipt/form from our Club to acknowledge your request.
- v) You are required to meet our Club staff in person before the application is processed.
- vi) If you have provided us with your email address, you will receive an email to confirm your cancellation.
- vii) All outstanding fees must be paid before the cancellation of your membership can be processed.
- viii) You cannot claim a Membership Time Freeze and skip the calendar month notice period. To be clear, a Time Freeze is not available during your notice period.
- ix) Termination of a membership that has been frozen / time restricted shall be subjected to full original monthly dues for the notice period.
- x) Where either of us terminates your membership, any fees that you have not paid (for example, if you had not paid for the previous months) will need to be paid or we may take action to recover the outstanding payments.
- xi) We can refuse your entry to the club whenever your payments are not up-to date.

8. Physical Condition of Member

- a) Our staff, agents and subcontractors are not medically qualified, so if you have any doubts about your fitness or capability to exercise, we strongly recommend that you get advice from a doctor first. For safety reasons, you are responsible for correctly using all club facilities. If you are not sure how to use any equipment, always ask a member of staff.
- b) The member warrants and represents that he/she is in good physical condition and that he/she knows of no medical or other reason why he/she is not capable of engaging in active or passive exercise and that such exercise would not be detrimental to his/her health, safety, comfort or physical condition.
- c) The member shall not use any 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 risk that such use may be detrimental to the health, safety, comfort or physical condition of other members.
- d) Members and their guests exercise and use the facilities at their own risk and are advised to consult their physician prior to commencing any type of physical exercise.

9. Expulsion of Members

The management may terminate the membership of any member:

- a) Without notice and with immediate effect if a member's 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, it is harmful to the character and/or interests of the Club or the safety of its members.
- b) Without notice and with immediate effect if the member shall have committed any breach of these rules or of the Rules & Regulations of the Club as are from time to time in force.
- c) If any monthly membership fees or locker fees remain unpaid after the due date for payment.
- d) Upon notice in writing, if the Company is of the opinion that the member is not a suitable individual for continued membership of the Club.
- e) Without notice and with immediate effect if a member is found to have violated the privacy of any other member within the shower and the changing rooms or are caught in lewd or compromising actions.

A member whose membership is terminated by the Management shall forfeit all the privileges of membership with immediate effect without claim of any refund of his/her initial Start-up Fee or Monthly Membership dues, other than any monthly membership dues paid in advance. On termination of his/her membership the member shall return forthwith his/her membership card and any other evidence or property of membership provided to that member by the club and shall settle any outstanding debts.

10. Guests

- a) Member introducing guests shall ensure that their guests complete a guest pass and pay the current guest fee for a guest pass. Guests may not be eligible for all membership categories.
- b) A guest pass may be used only once, per club and not for multiple entries to one particular club.
- c) Guests will have the same membership privileges (except personal training/Group Classes) as the member who introduces them and will be subject to the same club rules and limitations of liability as the member. It is the responsibility of the member introducing a guest to ensure that their guest complies with the Club rules.
- d) The Management reserves the right to exclude any guest from the Club without giving any reason for doing so and change the charges levied or guest passes from time to time.

11. Health and Safety

- a) All members are encouraged to fix an appointment to undertake a fitness evaluation conducted by a Fitness Instructor before starting an exercise program.
- b) Members should be considerate of other members and wipe down equipment with hand towel.
- c) Fitness Instructors are authorized to stop anyone from exercising if he/she is considered exercising in a manner that may result in personal injury or/and injury to others. Users must abide by the instructions of the Fitness Instructor.
- d) Smoking is not permitted in any part of the Club.
- e) In the interest of health and hygiene, all Club users are requested to shower prior to entering the Sauna/Steam Room.
- f) Members or guests may not use the facilities of the Club while under the influence of alcohol, narcotics or other mood altering substances.

12. Operation Hours

The 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 purposes of cleaning, decorating, repairs, special private functions and holidays. The Management shall endeavor to give reasonable notice of any change in operation hours.

13. Dress Code

All members and guests are required to wear proper gym attire when exercising. A top is required that covers the chest area, no torn clothes are permitted. Closed toe, non-marking, rubber soled shoes are required at all times in the gymnasium and in the aerobics room.

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14. Club Facilities

- a) The Management accepts no responsibility for loss or damage to member's contents kept in daily/private lockers for any reason whatsoever.
- b) The use of mobile phones with camera features and/or any other types of visual recorders in changing rooms are strictly prohibited. Members breaching this rule will be handed over to the Authorities to be dealt with accordingly.
- c) Certain complimentary drinks are provided to members for consumption within the premises only. Members and guests are not allowed to bring their own food and/or drinks into the Club.
- d) The Management may from time to time show potential members or others around the Club and allow them use the Club facilities on a trial basis and reserves the right to do so.
- e) Towel/Locker/Key/Membership Card – A nominal fee is chargeable for any lost/damaged towel/locker/key/membership card.

15. Private Lockers

Private lockers are available for rent at the prevailing monthly fee which may change from time to time. Locker rental is for a minimum of 6 months and payment must be made upfront together with a deposit. Lockers are not transferable.

- a) Extension of locker rental must be paid at the Front Desk a week before expiry.
- b) A locker key shall be given to the member which remains the property of the Company and must be returned upon termination of locker rental or termination of membership. The deposit will be refunded upon the return of the locker key. In the event the locker key is not returned a week after the termination of locker rental or termination of membership (hereinafter collectively referred to as "the grace period"), the deposit shall be forfeited.
- c) The rental of the locker shall be deemed to have expired if the locker key is not returned within the grace period. The Management reserves the right to empty the locker and deal with its contents accordingly.

16. Provision of Personal Data

- a) The Company recognizes 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.
- b) You understand, acknowledge and consent to the Company processing, collecting and using your personal data for the following purposes:
 - i) Processing, administering and managing your Celebrity Fitness Contract and any membership benefit programs;
 - ii) Processing any transactions or payments made by you and to maintain payment records;
 - iii) 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 Celebrity Fitness Contract and any membership benefit programs;
 - iv) 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;
 - v) Record-keeping purposes;
 - vi) Responding to legal process, pursuing legal rights and remedies, defending litigation and managing any complaints or claims;
 - vii) Complying with any applicable law, regulation, legal process or government request; and
 - viii) Storing, hosting and/or backing up (whether for disaster recovery or otherwise) your personal data, whether within or outside Malaysia
- ix) Your personal data may be used, disclosed, maintained, accessed, processed and/or transferred to the following third parties, whether sited in Malaysia or outside of Malaysia, for one or more of the purposes set out above:
 - i) The Company's head office, affiliates and subsidiaries;
 - ii) 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; or (iii) otherwise provide membership services or benefits to you;
 - iii) The Company's auditors and legal advisors;
 - iv) Financial institutions, credit card companies and payment processors; and
 - v) Public and governmental/regulatory authorities, courts and other alternative dispute forums.
- c) If you have questions regarding this particular matter, please send an email to the data protection officer at dataprotection@evolutionwellness.com.my.

17. Others

- a) Soliciting and selling private personal training sessions or merchandise to any member are prohibited and shall result in immediate termination of the member concerned.
- b) Daily lockers must be cleared daily. Unclaimed or lost properties will be kept by the club for a period of 1 month after which the Management reserves the right to dispose of the items in any way it sees fit. No claims shall be entertained after this period.
- c) The Management reserves the right to use any individual or group photographs of members and/or guests for press or promotional purposes.
- d) All members must abide by the rules of the Club which may be amended, varied, deleted and added from time to time at Management's discretion.
- e) Failure by the Management to enforce any of their respective rights at any time for any period shall not be construed as a waiver of such rights.
- f) These Rules shall be governed and construed in accordance with the laws of Malaysia and subject to the jurisdiction of Malaysia.
- g) All brandings, design, logos and Club interior follow Celebrity Fitness International brand manual. Any guests or members are not allowed to photograph or copy any club interior designs, promotional materials, tag lines or theme. Celebrity Fitness reserves the right to proceed with legal action to any member caught distributing, sharing or supplying such contents to any third party vendor or competitor.

18. Limitation of Liability

In consideration for the Management accepting his/her application for membership of the Club and for him/her becoming and remaining a member of the Club, the member agrees that:

- a) Celebrity Fitness accepts no responsibility for loss or damage to members' or their guests' properties or for death or injuries sustained while on the premises. Members and their guests agree that no claims will be made against the Company, Celebrity Fitness, the Management or staff for any reason whatsoever.
- b) Celebrity Fitness, its associated companies, employees or agents shall not 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 a member's person or property arising out of or in connection with the use by a member of any of the services, facilities on the premises of Celebrity Fitness. The member hereby holds the Company, Celebrity Fitness, 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 aforesaid.
- c) Any guest of a member or a temporary visitor to the Club shall agree to abide with the Club rules and the same limitation of liabilities for a member shall apply.
- d) You hereby acknowledge, represent and warrant that the usage of facilities at Celebrity Fitness involves risk of injury to You, other members or guests, whether caused by You or someone else. You understand and voluntarily accept this risk. You warrant and represent that you have consulted with a doctor prior to the start of any exercise programs. You agree to hold Celebrity Fitness, Evolution Wellness Group, employees, directors, the management harmless of any liabilities for injury including, without limitation, personal, physical or mental injury, economic loss, or any damage to You, or Your relatives as the consequence of your acts and the acts of anyone by using the facilities of Celebrity Fitness. You agree to be responsible for all liabilities and damage suffered for any injury sustained, including, without limitation, physical or mental injury, economic loss, or any damage to another member caused by You whether deliberately or otherwise or through negligent action or omission. If any claim is made by anyone based on any injury, loss, or damage as described here in, which involves You and Your guests, You agree to (i) defend Celebrity Fitness, Evolution Wellness Group, employees, directors, the management against such claims and pay Celebrity Fitness, Evolution Wellness Group, employees, directors, the management for all expenses including legal fees relating to the claim, (ii) indemnify Celebrity Fitness, Evolution Wellness Group, employees, directors, the management for all liabilities to You and Your spouse, unborn child, relatives, or anyone else, resulting from such claims, and (iii) hold Celebrity Fitness, Evolution Wellness Group, employees, directors, the management harmless from any claims, lawsuits and indemnification.
- e) Management reserve the right to transfer a Membership to any Celebrity Fitness or Fitness First or CHI Fitness or FIREFIT club used by the Member with one (1) month notice. A transfer under these circumstances will be to a Club under the same brand as originally signed unto by the Member.
- f) Management may add/subtract and alter any number of clubs into and from the Dual/Tri-Access/Multiple Brand Clubs at its discretion with no reference to the member.

19. All prices & amounts quoted here are inclusive of Sales & Services Tax where applicable