



# RITUAL MEMBERSHIP TERMS AND CONDITIONS

## I. MEMBERSHIP AGREEMENT

- 1.1 These Membership Terms and Conditions ("**Member Conditions**") form part of your Membership Agreement, together with your Membership Form, the Acknowledgement and Waiver, the Privacy Policy, the Website Terms and the Website User Terms (collectively, "**Membership Agreement**").
- 1.2 Cheat Day Pte Ltd, its related corporations and affiliates (collectively referred to as "**Ritual**", "**us**", "**we**" or "**our**") may from time to time vary or amend these Member Conditions by posting the amended Member Conditions on our Website or notifying you via email. Any use of the Services after the amendment of these Member Conditions will be deemed to be acceptance of the amended Member Conditions by you. If you do not agree to the amended Member Conditions, you have the right to cease using the Services and/or terminate your Membership in accordance with the terms of these Member Conditions.

## 2. DEFINITIONS

- 2.1 In this Agreement, unless otherwise required, the following terms have the following meanings:

"**Acknowledgement and Waiver**" means the acknowledgement and waiver of risks and injury form which you have signed;

"**Fixed Term**" means the Membership period stipulated in your Membership Form, excluding any bonus Units which you may be entitled for;

"**Gyms**" means the fitness facilities operated by Ritual in Singapore from time to time;

"**House Rules**" means the rules for the use of the Gyms by any user of the Gyms in force from time to time, as set out at <http://members.ritualgym.com/houserules.pdf>;

"**Management**" means the person(s) responsible for the management of the Gyms;

"**Membership**" means either one of the following: (a) a Term Membership; or (b) a Package Membership, as the case may be;

"**Membership Fee(s)**" means the membership fee(s) payable in respect of your Membership;

"**Membership Form**" means your application form for a Term Membership or a Package Membership, as the case may be;

"**Monthly Membership**" means a Term Membership under which Membership Fees are payable on a monthly recurring basis;

"**Monthly Membership Fee**" means, in the case of a Monthly Membership, the Membership Fee for 1 month;

"**Multi-gym Membership**" means a membership to use more than 1 Gym;

"**Off-peak Access**" means access to use the Relevant Gym(s) during only off-peak hours, as designated and varied by Ritual from time to time in accordance with Clause 8.8;

"**Package Membership**" means a membership to use the Relevant Gym(s) which has been paid in full, under which you shall be entitled to attend a fixed number of training sessions during the Fixed Term (unless your Membership is terminated earlier);

"**Prepaid Membership**" means a Term Membership under which Membership Fees are payable in full no later than the start of the Fixed Term;

"**Privacy Policy**" means our privacy policy in force from time to time;

"**Relevant Gym(s)**" means the Gym(s) your Membership entitles you to use, as stipulated in your Membership Form;

"**Representatives**" means representatives of Ritual, including, without limitation, Ritual's directors, officers, coaches, staff, contractors, successors and assigns;

"**Services**" means all fitness training and other ancillary services which Ritual provides from time to time;

"**Single-gym Membership**" means a membership to use only 1 specified Gym;

"**Standard Access**" means access to use the Relevant Gym(s) during off-peak and peak hours, as designated and varied by Ritual from time to time in accordance with Clause 8.8;

"**Term Membership**" means a Membership to use the Relevant Gym(s) under which you shall be entitled to attend an unlimited number of training sessions during the Fixed Term (unless your Membership is terminated earlier);

"**Unit**" means: (a) in the case of a Package Membership, a training session; and (b) in the case of a Term Membership, a calendar day;

"**Website**" means our website at <http://www.ritualgym.com>;

"**Website Terms**" means the terms of use relating to the use of our Website; and

"**Website User Terms**" means the terms of use relating to the use of a registered account on our Website.

## 3. MEMBERSHIP

- 3.1 We reserve the right to reject any application for Membership.
- 3.2 Your Membership is non-assignable, non-transferrable and non-refundable. You may not permit anyone to use your username, password or PIN to access the Gyms.
- 3.3 If you hold a Membership that allows you only Off-peak Access, you may upgrade your Membership to have Standard Access, subject to Clause 3.5 to Clause 3.7. If you hold a Membership that allows you Standard Access, you may not downgrade your Membership to only have Off-peak Access.
- 3.4 If you hold a Single-gym Membership, you may upgrade it to a Multi-gym Membership, subject to Clause 3.5 to Clause 3.7. If you hold a Multi-gym Membership, you may not downgrade it to a Single-gym Membership.
- 3.5 The upgrades referred to in Clause 3.3 and 3.4 may take effect at any time but are subject to us receiving from you, in addition to all other amounts owed, the applicable upgrade fee ("**Upgrade Fee**"), calculated as follows:

*Upgrade Fee = (A-B) x (C/D), where:*

*A' = the total Membership Fees for your prospective Standard Access Term Membership or Multi-gym Membership, as the case may be;*

*B' = the total Membership Fees for your existing Off-peak Access Term Membership or Single-gym Membership, as the case may be;*

*C' = the total number of Units remaining under your existing Off-peak Access Term Membership or Single-gym Membership, as the case may be (including any bonus Units which you may be entitled to); and*



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*'D' = the total number of Units covered by your existing Off-peak Access Term Membership or Single-gym Membership, as the case may be, when it started (excluding any bonus Units which you may be entitled to).*

- 3.6 If you are upgrading your Single-gym Membership to a Multi-gym Membership, the whole of the Upgrade Fee is payable no later than the effective date of the Membership upgrade.
- 3.7 If you are upgrading your Membership to have Standard Access, the Upgrade Fee is payable as follows:
- (a) if you hold a Package Membership or a Prepaid Membership, the whole of the Upgrade Fee is payable no later than the effective date of the Membership upgrade; and
  - (b) if you hold a Monthly Membership, the Upgrade Fee is payable in equal installments on a monthly basis and the Monthly Membership Fees in respect of the remainder of your Fixed Term will be increased to include such installments.
- 3.8 If you hold a Single-gym Membership, you may change the Gym which your Membership is valid for. During the Fixed Term of your Membership, you may make one such change free of charge. Any additional changes are entirely at our discretion. We reserve the right to impose an administrative fee of S\$50 for such additional changes.
- 3.9 You may hold no more than 1 Membership at any one time.

## 4. MEMBERSHIP TERM

- 4.1 Subject to: (a) your completion of a pre-exercise assessment session with us; and (b) our acceptance of your completed Membership Form and Initial Payment, your Membership shall commence on the start date stated in such form ("**Membership Start Date**") and shall continue in force until it expires at the end of the Fixed Term for your Term Membership or the completion of the number of training sessions under your Package Membership, as the case may be, unless extended, terminated or otherwise varied in accordance with the terms of these Member Conditions.
- 4.2 From time to time, we may run membership referral or other incentive programmes under which you may be granted bonus Units which, when applied, will extend your Membership. Such programmes will be subject to terms and conditions, including, without limitation, the following:
- (a) such bonus Units will be automatically applied against your Membership upon the completion of the Fixed Term or the completion of the number of training sessions under your Package Membership, as the case may be;
  - (b) such bonus Units will be forfeited if your Membership is terminated early for any reason whatsoever; and
  - (c) such bonus Units may not be set-off against any of your obligations under your Membership Agreement.

We have the right to introduce or vary the terms and conditions of such programmes by posting the amended terms and conditions on our Website or notifying you via email.

## 5. MEMBERSHIP FEES

- 5.1 Our receipt of the following fees ("**Initial Payment**") in respect of your proposed application for Membership (as applicable) is a condition to the commencement of your Membership:

Membership	Membership Start Date	Initial Payment
Prepaid Membership	Any	Membership Fee in respect of the entire Fixed Term.
Package Membership	Any	Membership Fee in respect of the entire Fixed Term.
Monthly Membership	In the first 7 days of the month	Monthly Membership Fee.
	After the 7 <sup>th</sup> day of the month but before the 7 <sup>th</sup> –to-last day of the month	Monthly Membership Fee in respect of the first calendar month in the Fixed Term, pro-rated based on the number of days remaining in such month.
	In the last 7 days of the month	Monthly Membership Fees in respect of: (i) the first calendar month of the Fixed Term, pro-rated based on the number of days remaining in such month and (ii) the second calendar month in the Fixed Term.

- 5.2 All Membership Fees (including Upgrade Fees and Initial Payments) are strictly non-refundable. For the avoidance of doubt, the foregoing applies in the case of Suspensions, Payment Holidays and the termination of your Membership prior to the end of the Fixed Term by you or by Ritual.
- 5.3 We reserve the right to introduce or vary the prices or types of Memberships from time to time at our sole discretion. For the avoidance of doubt, in the event we do so, your Membership Fees will remain unchanged during the Fixed Term.
- 5.4 All Monthly Membership Fees (other than Initial Payments) are payable in advance no later than the first day of each calendar month by pre-authorised credit or debit card charge. Your credit or debit card must be in good standing and must remain valid for the Monthly Membership Fees to be charged successfully. In the event of unsuccessful credit or debit card charge for any reason whatsoever: (a) we may levy a reasonable administration charge; and (b) you shall be responsible for arranging for payment to be made to us by other means. If you cancel or replace your credit or debit card, you must notify us promptly to make alternative payment arrangements through another credit or debit card.
- 5.5 Without prejudice to any other right or remedy that we may have, if you fail to pay us the whole of the Monthly Membership Fee on any due date, we have to right (but not the obligation) to:
- (a) suspend all Services until payment has been made in full, without prejudice to our right to receive Monthly Membership Fees from you;
  - (b) if such Monthly Membership Fee (or part thereof) is outstanding for more than 14 days, levy a late payment charge of S\$25 if such Monthly Membership Fee (or part thereof) remains unpaid after 14 days; and
  - (c) if such Monthly Membership Fee (or part thereof) is outstanding for more than 28 days, engage a debt collection agency to enforce such debt and you shall indemnify us for all costs incurred in such enforcement.



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## 6. SUSPENSIONS

- 6.1 If you hold a Term Membership with a Fixed Term of at least 6 months, you may request that your Membership be suspended ("**Suspension**") at any time, for whatever reason, as follows:

Fixed Term	12 Months	6 Months
Maximum no. of Suspensions	4	2
Maximum Combined Length of all Suspensions	120 calendar days	60 calendar days

- 6.2 Suspensions may take effect with effect from any date. You may not use any facilities of any Gym during a period in respect of which your Membership is suspended ("**Suspension Period**").
- 6.3 Upon our acceptance of your request for a Suspension, the Fixed Term of your Membership will be extended by a period equal to the Suspension Period. For the avoidance of doubt, if you hold a Monthly Membership, your obligation to pay the Monthly Membership Fees will not be suspended during Suspension Periods.
- 6.4 The Monthly Membership Fees paid in respect of a Suspension Period may not be set off against the Early Termination Fee. In addition, your Suspension entitlements will be cancelled at the end of the Fixed Term and any bonus Units you may be entitled to, and may not be carried forward.
- 6.5 Suspensions may not be backdated unless the Suspension relates to a medical condition and you provide acceptable supporting documentation (e.g. a medical certificate confirming you are not fit to exercise).
- 6.6 Any Suspensions in addition to those permitted are entirely at our discretion and you may be required to provide independent supporting documentation. A suspension fee may apply for such additional Suspensions.

## 7. PAYMENT HOLIDAYS

- 7.1 If you hold a Monthly Membership with a Fixed Term of at least 6 months, you may request that your obligations to pay Monthly Membership Fees be suspended ("**Payment Holiday**"), as follows:

Fixed Term	12 Months	6 Months
Maximum no. of Payment Holidays	1	1
Minimum Length of Payment Holiday	1 month	1 month
Maximum Length of Payment Holidays	4 months	2 months

- 7.2 Payment Holidays may only take effect on the first of a calendar month, provided that a Payment Holiday may only be the whole of 1 or more months (if applicable) (and not part thereof). You may not use any facilities of any Gym during a period in respect of which you have taken a Payment Holiday ("**Payment Holiday Period**").
- 7.3 You may be required to provide independent documentation to support your request for a Payment Holiday (e.g. documentation providing that you have lost your job due to redundancy or are suffering from severe financial hardship). Upon our acceptance of your request for a Payment Holiday, the length of the Payment Holiday will be set-off against the permitted Suspensions referred to in the table at Clause 6.1 and the Fixed Term of your Membership will be extended by a period equal to the Payment Holiday Period.

- 7.4 If you hold a Monthly Membership, your obligations to pay the Monthly Membership Fees will be suspended in respect of such number of month(s) corresponding to the length of the Payment Holiday. To suspend your obligation to pay the Monthly Membership Fee in respect of a particular month, you must notify us in writing at least 5 working days before the end of the preceding month. If you fail to do so, such Monthly Membership Fee will be payable and the suspension of your payment obligations will commence in the following month.

- 7.5 The permitted Payment Holidays referred to in the table at Clause 7.1 may not be set off against the Early Termination Fee. In addition, your Payment Holiday entitlement will be cancelled at the end of the Fixed Term and any bonus Units you may be entitled to, and may not be carried forward.

- 7.6 Any Payment Holidays in addition to those permitted are entirely at our discretion and you may be required to provide independent supporting documentation (e.g. documentation providing that you have lost your job due to redundancy or are suffering from severe financial hardship). A suspension fee may apply for such additional Payment Holidays.

## 8. USE OF THE GYMS

- 8.1 You agree to be bound by and observe the House Rules as posted in the Gyms' premises and acknowledge that we may amend the House Rules at any time and at our discretion.

- 8.2 In the event of any dispute as to the interpretation of the House Rules, the reasonable interpretation of the Management shall be final.

- 8.3 If you breach any House Rules (regardless of whether your conduct is the subject of complaint by another Member or guest), we may suspend or terminate your Membership with immediate effect.

- 8.4 Your entitlement to attend training sessions at the Relevant Gym(s) is subject to availability. To secure a place for a training session, you should make a booking on our Website. If you are unable to attend any training session which you have made a booking for (whether through our Website or otherwise), please cancel your booking at least 15 minutes in advance.

- 8.5 3 or more cumulative missed bookings or late cancellations ("**No-shows**") over a consecutive 30-day period will result in your booking privileges being restricted for 1 week, during which you will be unable to make any bookings more than 24 hours in advance or waitlist yourself for any training session. If you register any additional No-show(s) during a period whilst your booking privileges are restricted ("**Restricted Booking Period**"), each additional No-show will result in your Restricted Booking Period being extended by an additional week. We reserve the right to impose an administrative fee of S\$25 for early reactivation of your restricted booking privileges.

- 8.6 If you hold a Package Membership, you will be deemed to have attended all missed training sessions.

- 8.7 You acknowledge that it may be necessary for us to close parts of or the whole of any Gym from time to time to carry out refurbishments or repairs and that this may disrupt our provision of the Services. You agree that any such disruption will not constitute a breach of the Agreement on our part.

- 8.8 We reserve the right to vary the operating hours for any Gym (which includes the varying of peak and off-peak hours) by posting the changed operating hours on our Website or notifying you via email.



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## 9. LIMITATION OF LIABILITY

- 9.1 Except to the extent that the same may be precluded by law:
- you hereby waive any and all claims for injury, loss, costs or damages that you have or may have in the future against Ritual or its Representatives in connection with your Membership Agreement ("**Claims**"), notwithstanding that such Claims may arise due to tort (including negligence), breach of contract, breach of statutory duty or misrepresentation; and
  - you agree that you shall not, now or in the future, directly or indirectly, seek to make any Claim from Ritual or its Representatives.
- 9.2 To the fullest extent permitted by law: (a) all warranties, conditions and other terms implied by law are excluded from your Membership Agreement; and (b) Ritual and its Representatives shall not be liable for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 9.3 To the fullest extent permitted by law, the liability of Ritual and its Representatives arising out of any Claims shall be limited to a sum equal to the Membership Fees which we have received from you during the 1-year period preceding the date of the act or omission giving rise to such Claim.
- 9.4 You hereby agree to defend, fully indemnify on demand and hold harmless Ritual and its Representatives from and against all liabilities, claims, expenses, damages and losses including legal fees (on an indemnity basis) which Ritual or its Representatives may suffer arising from any breach of the terms and conditions of your use of facilities of the Gyms (including, without limitation, the House Rules) on your part, or in connection with any act, omission, default, negligence or conduct attributable to you.

## 10. EARLY TERMINATION

- 10.1 If you hold a Monthly Membership with a Fixed Term of at least 6 months, you may terminate your Membership prior to the end of the Fixed Term ("**Early Termination**") by notifying us in writing, provided that we have received from you, in addition to all other amounts owed, the applicable early termination fee ("**Early Termination Fee**"), calculated as follows:

*Early Termination Fee = the higher of:*

- your Monthly Membership Fee; and*
- your Monthly Membership Fee plus 50% of your total Membership Fees for the Fixed Term, less the Membership Fees which we have received from you as of the date you notify us in writing of your intention to terminate your Membership.*

The Early Termination Fee is not a penalty, but rather a charge to compensate us for your failure to satisfy the Fixed Term on which your Membership Fees are based. For the avoidance of doubt, if you hold a Prepaid Membership or Package Membership, you may not terminate your Membership before the end of the Fixed Term.

- 10.2 Early Terminations may only take effect on the first day of a calendar month, provided that if you have suspended your Membership pursuant to Clause 6, such effective date shall be extended to the end of a period equal to the Suspension Period(s). You may continue to use the facilities of the Relevant Gym(s) for the period in respect of which you have paid Membership Fees.
- 10.3 Early Terminations may not be backdated (unless it relates to a medical condition and you provide acceptable supporting documentation certifying that you are no longer fit to exercise).

- 10.4 We may waive the Early Termination Fee if you provide to us sufficient supporting documentation demonstrating that: (a) you have sustained an injury, long-term illness or are pregnant, and your available Suspensions are not adequate to cover the time you are unable to exercise; or (b) you are relocating overseas.

- 10.5 We have the right but not the obligation to terminate your Membership at any time:

- if any Membership Fees payable is due and payable and we fail to receive payment within 28 days thereafter (whether or not we have notified you in writing of such outstanding amount), with immediate effect; or
- if you commit a material breach of your obligations under your Membership Agreement (including, without limitation, the House Rules) or if such breach is remediable, you fail to remedy such breach within 7 days of us notifying you of such breach.

If your Membership is terminated pursuant to this Clause 10.5, you will not receive any refund of the Membership Fees which you have paid.

- 10.6 If your Membership is terminated in accordance with this Clause 10, your Membership Agreement shall become void and of no further force and effect, except for all the provisions in Clauses 9, 11 and 12 and without prejudice to any rights that shall have accrued to our benefit or your benefit prior to such termination.

## II. APPEARANCE RELEASE

The Privacy Policy forms part of your Membership Agreement. Without limiting the generality of the Privacy Policy, you acknowledge and confirm that:

- we may, from time to time, tape or photograph you or record your voice for the purposes of producing media content;
- we will be the exclusive owner of the results and proceeds of such taping, photography and recording ("**Results**");
- we have the right to use and to license others to use, in any manner, throughout the world in all media, an unlimited number of times in perpetuity: (i) all or any portion of the Results or of a reproduction thereof in connection with Ritual or otherwise; and (ii) your name, voice, likeness and any biographical material concerning me which you may provide;
- you waive any right of inspection or approval of your appearance or the uses to which such appearance may be put; and
- you will not receive a fee in connection with your appearance.

If you do not wish for us to tape or photograph you or record your voice for the purposes of producing media content, please inform us at the time of such taping, photographing or recording.



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## 12. GENERAL

- 12.1 Your Membership Agreement shall be binding upon and shall inure to the benefit of Ritual and yourself and the respective successors and permitted assigns of Ritual and yourself.
- 12.2 We may sell, transfer, mortgage, charge or assign the benefit of your Membership Agreement at any time. You may not, without our prior written consent, sell, transfer, mortgage, charge or assign the benefit of your Membership Agreement.
- 12.3 We shall have no liability to you under your Membership Agreement if we are prevented from, or delayed in performing, our obligations under your Membership Agreement or from carrying out our business by acts, events, omissions or accidents beyond our reasonable control.
- 12.4 Our failure to enforce any of our rights at any time, for any period and for whatever reason will not be construed as a waiver of such rights; neither will any failure to identify or act upon your breach of the terms of your Membership Agreement be deemed to be an affirmation by us that your behaviour is acceptable.
- 12.5 We may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes shall not materially affect the nature or scope of the Services.
- 12.6 Without prejudice to any other rights that we may have, we reserve the right to set off any liability that we have to you against any liability that you have to us.
- 12.7 Except where permitted by these Member Conditions, neither Ritual or yourself may alter your Membership Agreement without the written agreement of the other party and no written or oral representation by either party will serve to modify or amend these Member Conditions in any way.
- 12.8 Subject to the rights of the Representatives: (a) the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) shall not apply to your Membership Agreement; and (b) nothing in your Membership Agreement shall be deemed to confer any right to enforce any term of your Membership Agreement on anyone not a party to your Membership Agreement.
- 12.9 In the event that any one or more of the provisions contained in your Member Agreement shall be invalid, illegal, or unenforceable in any respect for any reason, the validity, legality, and enforceability of any such provision in every other respect and of the remaining provisions of this Agreement shall not in any way be affected or impaired.
- 12.10 Any notice or other communication required or permitted under your Membership Agreement shall be in writing and must be delivered personally, sent by email or by certified or registered mail, postage prepaid to: (a) if to Ritual, the address of the Relevant Gym(s); and (b) if to you, the address or email address we have on file, or to such other address or email addresses as Ritual or yourself may designate by written notice.
- 12.11 Your Membership Agreement (including these Member Conditions) shall be governed by and construed in accordance with, the laws of Singapore. Any dispute arising out of or in connection with your Membership Agreement (including any question regarding its existence, validity or termination) shall be subject to the non-exclusive jurisdiction of the courts of Singapore.

*Last Updated 18 November 2016.*