

FITNESS PRODUCTS AND SERVICES STATEMENT

Having a membership at Snap Fitness allows you access to a range of fitness services across locations not only in Australia but globally. It is important to understand that Snap Fitness locations do not all offer the same products or services however all locations will provide access to the use of cardio equipment, pin loaded strength equipment, free weights, functional training equipment, stretch or warm down areas and heart rate monitoring technology. Having a reciprocal access membership will allow you to access clubs that also offer a broader range of products and services that may include child minding, specified group fitness classes, group fitness rooms, altitude rooms, personal training, coordinated fitness challenges and outside activities such as, but not limited to, boot camps.

DEFINITIONS. In this Agreement, "Club Owner" means a independent franchisee of Lift Brands (Australia) Pty Ltd., ACN: 138 481 919, ABN: 99138481919 (the "Licensor"). "Club" means the club at which the Agreement is signed. "I" and "member" means the person whose name and signature appears on this document. Member is responsible for updating address and contact information. "ACT Clubs" means clubs located in the Australian Capital Territory. "S A Clubs" means clubs located in South Australia. "VIC Clubs" means clubs located in Victoria. "WA Clubs" means clubs located in Western Australia.

MEMBER'S RIGHT TO CANCEL – COOLING OFF PERIOD. If I wish to cancel this Agreement, I may cancel by delivering or mailing a written notice to the Club. The notice must say that I do not wish to be bound by the Agreement and must be delivered or mailed within 48 hours (7 Days for WA Clubs) after I sign this Agreement, or if the Club is not yet open, within 48 hours (7 Days for WA Clubs) after the proposed opening day or the day when I receive notice that the Club has opened. The notice must be delivered or mailed to the address indicated above. If I cancel, the Club will return, within 10 days of the date on which I gave notice of cancellation, any payments I have made less fees for services provided by the Club and the administration charge. All refunds will be by credit or cheque, there are no cash refunds.

MEMBER'S RIGHT TO CANCEL – COOLING OFF PERIOD (ACT CLUBS ONLY). If this Agreement is for a period of three months or more and I wish to cancel this Agreement, I may cancel by delivering, or mailing by certificated mail within seven days after I sign this Agreement, a written notice to the Club's registered or business address which is noted above. The notice must say that I do not wish to be bound by the Agreement, it must include evidence of membership and be delivered or mailed within seven days after I purchased membership with the Club. If I cancel, the Club will return, within seven days of the date on which I gave notice of cancellation, any payments I have made less the reasonable cost of any service provided by the Club together with a reasonable administration charge. All refunds will be by credit or check; there are no cash refunds.

MEMBER OBLIGATIONS. This Agreement is a legally binding obligation for which I am financially responsible. If I have a Minimum Term membership, I will automatically become a month-to-month member after the Minimum Term ends, and will be billed the then-current monthly membership rate unless I provide notice of cancellation. I understand that I must notify the Club of account changes at least five days prior to the billing cycle in order for such changes to take effect. I agree not to conduct any kind of commercial or business activity in the Club and will not act as a personal trainer for anyone within the Club. I understand I am responsible for updating my address and contact information.

MEMBERSHIP PLANS AND TERMS.

Home Club Memberships: I understand that my Home Club is the Snap Fitness® Club that I initially joined. A Home Club membership only allows me to access my Home Club and Home Club memberships are applicable to month-to-month, minimum term or prepaid membership types. I understand that a Home Club membership is not a reciprocal membership and I will not have access to any other Snap Fitness® locations. If I do access another Snap Fitness® location I understand that this will be a breach of the terms and conditions of my Home Club membership.

Minimum Term: I acknowledge that for month-to-month memberships, the "Minimum Term" is 30 days. For pre-paid or Minimum Term memberships, the "Minimum Term" is the period specified in the membership plan i.e. 3 months, 6 months or 12 months.

Month-to-Month or Minimum Term Memberships: I understand that this agreement is a legally binding obligation for which I am financially responsible and that this is an ongoing membership agreement. I agree that, if I fail to pay when a payment is due, I must immediately pay the amount owing. I understand that all memberships except for Pre-Paid memberships are ongoing and that I will be charged each month as set forth in the Payment Authorisation form and that these payments will continue until 14 days if the Club is in the Australian Capital Territory, otherwise 30 days after I submit a written notice of cancellation of my membership to the Club as instructed in this Agreement. I agree that I am bound by the membership payment terms and unpaid account balance due upon cancellation.

Pre-Paid Memberships: I understand that account / credit card details and photo ID must be provided as a security. I agree that this account / credit card will be debited in the event of a fine being incurred. I acknowledge and agree that the early cancellation fee for this membership is 25% of the fees that have been paid calculated on a pro-rata basis. I understand that all refunds will be by credit or direct deposit into a nominated account and that there are no cash refunds.

Corporate Membership Plan: If "Corporate" is the membership plan listed on the first page of this agreement, I agree that if the corporate plan is canceled, I may be liable to have an increase in membership dues to the then current price for an individual membership.

Ongoing Membership Agreement: If this is a month to month or minimum term agreement, this is an ongoing membership agreement. I understand that the agreement will continue until either I or the supplier terminate it in the way described in the agreement. If an automatic debit arrangement is in place, membership fees will continue to be debited from my credit card or account until I or the fitness centre cancels the arrangement by notifying my bank or credit provider. If I terminate the agreement or stop the automatic debit arrangement in a manner not described in the agreement, then I may be liable to the fitness centre for damages for breach of contract.

PAYMENT DISHONOUR COSTS. I understand that it is my responsibility to ensure funds are available to pay my membership on the chosen debit date as per the Payment Authorisation. If my payment is declined by my financial institution I understand that the Club will incur costs

associated with the decline and that it may charge a fee of up to \$5 for each decline that occurs.

CANCELLATION. After the end of my cooling-off period, I understand that I may also cancel a membership where:

When no cancellation fee will apply: The Club doesn't keep its end of the deal; I become subject to medical incapacity; the Club makes changes to this agreement that adversely affects me; I become entitled to do so under consumer legislation;

When a cancellation fee may apply: I relocate or simply wish to cancel for any other reason. I may cancel my membership by delivering or mailing written notice to the Club. Phone, Text Message and all social media channels are not accepted formal communication methods. I understand that if this is a periodic Agreement, I may be billed for up to 30 Days (14 days in SA or ACT) after I cancel my membership and will have access to the Club during that time.

If this is a periodic Minimum Term Agreement, an early cancellation fee of 25% of the membership fees for the balance of the Minimum Term must be paid to the Club.

DEBT RECOVERY. If I owe the Club any monies under the Membership Agreement and my failure to pay such monies causes the Club to enter into debt recovery process, then I will indemnify the Club in relation to all costs and disbursements incurred (including but not limited to administration fees, legal costs on a solicitor and client basis, collection agency costs, and bank fees).

OTHER WAYS A MEMBERSHIP CAN END.

If the Club doesn't keep its end of the deal: I understand that I can cancel my membership by written notice if the Club breaches any of its obligations under this agreement and has not remedied that breach within a reasonable time after I have given the Club a written request that the Club do so. No fees will be applicable for cancelling in accordance with this clause apart from, to the extent not impacted by the Club's breach, the joining fee, membership fees for the time that I have been a member calculated on a pro-rata basis and any outstanding fees for other services already supplied to me.

I understand that I can cancel for medical reasons: I am able to end my membership by telling the Club in writing if I cannot exercise for the remainder of the Agreement's term due to my death, illness or a physical incapacity and I or my estate produce supporting documentation to the Club's reasonable satisfaction. In that event, I will only be charged the joining fee, membership fees for the time I have been a member calculated on a pro-rata basis and any outstanding fees for other services already supplied to me.

If my membership is no longer convenient: Otherwise, I understand that I can end my membership during the Minimum Term with immediate effect at any time by simply telling the Club in writing. The Club understands that circumstances change and so I do not need to give any reason. I understand that the Club will consider any request to transfer my membership and may agree to the transfer at the Club's reasonable choosing subject to satisfaction of reasonable eligibility conditions and my payment of the transfer fee. The Club will never charge a cancellation fee if it agrees to a transfer to someone who is not currently a member and they have paid the standard joining fee. In any case if my membership ends during the minimum term under this paragraph, I agree that I will be liable for the joining fee, membership fees for the time I was a member calculated on a prorata basis, any outstanding fees for other services already supplied to me and, except as mentioned above, the cancellation fee for Minimum Term or Pre-Paid Memberships. The cancellation fee applied will be calculated at 25% of the monthly fees remaining after the notice period. All refunds will be by credit or direct deposit into a nominated account – there are no cash refunds.

When can the Club end my membership? In addition to any other rights the Club has under this Agreement, I understand that the Club can terminate my membership by written notice to me if I fail to act in accordance with any obligation under this agreement or any other agreement between me and the Club and, if capable of remedy, I do not remedy the failure within a reasonable time of the Club giving me written notice requiring me do so. However, I acknowledge that the Club will not seek to end my membership in this way if I have failed to make a payment and the Club is also in breach of a material condition of this Agreement. If the Club cancels this Agreement under this paragraph I agree that I will be liable for the joining fee, membership fees for the time I was a member, the cancellation fee and any other fees payable for further fitness services already supplied. I acknowledge that on rare occasions the Club may cancel a membership by written notice to the member without the need to give a reason. If the Club cancels my membership under this paragraph I agree that I will only be liable for the membership fees for the time I was a member and any other fees for other fitness services already provided. I acknowledge that no cancellation fee will apply and the Club will refund my joining fee together with the sum of \$50. I agree that this payment is my sole entitlement to compensation for cancellation of my membership under this paragraph.

Termination for cause by Club Owner I understand that the Club Owner may, at its option, terminate my membership if (1) I fail to make payments or any payments or fees are late, (2) the payments or membership fees are interrupted or discontinued for any reason and I or my cosigner do not provide an acceptable alternative, (3) I fail to follow any membership policies or club rules or violate any part of this agreement, or (4) my conduct is improper and harmful to the best interest of the Club or its members or (5) I fail to provide doctor's approval for exercising if so requested. I also understand that termination is effective on the date a written notice (email, fax or letter) is provided to me via my contact details. I understand that I am liable for all financial obligations until that date. I accept that the Club Owner also reserves the right to terminate my membership for any reason not stated above if not prohibited by law. If my membership is terminated under this clause, I understand that I will receive a termination notice and a refund of any unused Minimum Term or Pre-paid membership fees.

MINIMUM AGE. I acknowledge that generally all membership holders of Snap Fitness must be a minimum of 16 years of age. All minors under the age of 18 must have a parent or guardian co-sign the membership agreement, acknowledgment of indemnity waiver and Induction Record. Minors aged under 16 must comply with the following restrictions: (1) Access allowed when supervision of staff, parent or guardian is available; (2) No access card will be issued; and (3) The member induction form must be completed by a parent or guardian and the child (4) Exercise Readiness Questionnaire is completed and signed by a parent or guardian.

CHANGES TO FUTURE PERIODIC PAYMENTS (SA CLUBS ONLY). If this is a periodic Agreement, I understand that the Club may increase future periodic payments. The Club will give me notice in writing of the proposed increase in advance and tell me the date that it will come into effect. This effective date will be at least fourteen days from the date of the Club's notification.

OTHER FEE INCREASES. I agree that the Club may increase my membership fees or any other fees at any time. I understand that the Club will make a fair effort to tell me at least 14 days before by writing to me at the last address I provided (which may be an email address). Where the Club has done so, I authorise Snap Fitness to increase any debits from my nominated account in line with this increase.

RECIPROCITY AND TRANSFER. Membership to the Club allows me to access other Snap Fitness® locations free of charge. My use of all Snap Fitness® locations is subject to the terms of this Agreement and I have the same obligations to any Snap Fitness® location as I have to the Club and Club Owner, including the assumption of risk and waiver of claims. I understand that if I use another Snap Fitness® location more than this Club, my membership will be transferred to that location according to the then-current membership transfer policy. If my membership is transferred, I agree that this Agreement will automatically be transferred to and enforceable by the new home club and my membership dues will be the price of the new home club.

BUSINESS CHANGES. I understand that the Club Owner may sell or otherwise transfer the conduct of the Club in the future to a third party, and such sale or transfer may include the right to receive payments in association with the Payment Authorisation I have signed or will sign in connection with my membership ("Change of Business Ownership"). In the event that a Change of Business Ownership occurs, I acknowledge and agree that I may be notified of the Change of Business Ownership by email or a notice posted in reception area of the Club. I further agree that as a result of the Change of Business Ownership and the issuing of the notice, my payment arrangements will automatically be updated.

MEMBERSHIP PAUSE. I have the right to pause my membership for up to three months per year, during which time I will not be charged standard membership dues. I must provide written notice at least five days in advance of my next billing cycle. I will incur a processing charge for each paused month which I will need to pay at the beginning of the pause. For Minimum Term agreements, the membership will be extended for a period equal to the pause period. A membership cannot be cancelled during a pause period.

FACILITIES AND SERVICES. The Club reserves the right at any time to delete, discontinue, repair or replace the facility equipment without any effect on this Agreement. The Club may be closed for up to two weeks each year for maintenance purposes.

LIMITATION OF LIABILITY. I acknowledge that the Australian Consumer Law (ACL) contained in the Competition and Consumer Act 2010 (Cth) (CCA) provides certain guarantees in sections 60 to 62 (statutory guarantees) which generally require that services supplied to me: are rendered with due care and skill; are reasonably fit for any purpose which I, either expressly or by implication, make known to the Club and might reasonably be expected to achieve any result I have made known to the Club; and are supplied within a reasonable time (when no time is set). Permitted exclusion: However, I acknowledge that the CCA permits a supplier of recreational services to ask me to accept some limitations on those statutory guarantees.

Accordingly, to the extent permitted by section 139A of the CCA, I acknowledge and agree that the Club excludes all liability to me for death or injury resulting from a failure by the Club to comply with any statutory guarantee. In the previous sentence, "injury" means: physical or mental injury (including the aggravation, acceleration or recurrence of such an injury); the contraction, aggravation or acceleration of a disease; or the coming into existence, the aggravation, acceleration or recurrence of any condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to me that is or may be harmful or disadvantageous to me or the community, or that may result in harm or disadvantage to me or the community. Reckless conduct: This exclusion of liability does not apply if I have suffered any significant personal injury that is caused by our reckless conduct (within the meaning given to those terms by the CCA). State based notices (SA and VIC Clubs only): I understand that prior to using the Club, I will be asked review the ACL Exclusion Notice which contains complementary information about the statutory guarantees and the limitations that the Club is allowed to place on me. These are without prejudice to the limitations contained in this clause. General exclusions: Please note that nothing in this Agreement excludes, restricts or modifies any term, condition, warranty, guarantee, right or remedy (including under a statutory guarantee) which cannot lawfully be excluded, restricted or modified. Otherwise, and except as expressly included in this agreement, all implied terms, conditions, warranties, rights or other additional obligations that can be lawfully excluded are excluded from this Agreement. In particular, but subject to the preceding paragraph, I acknowledge that the Club is not liable for: negligence; or breach of terms implied that services will be provided with reasonable care and skill, at common law that in either case results in my death or injury (as defined above) in connection with or under this Agreement, but to avoid doubt the Club does not exclude liability for its reckless conduct.

NO LIABILITY FROM THE FRANCHISOR. I acknowledge that the Club is an independent business proprietor that is a franchisee of Lift Brands (Australia) Pty Ltd ACN:138 481 919, ABN:99 138 481 919. The facilities and services will be provided directly to me by the Club and not the franchisor, and neither the franchisor or any other Clubs are liable for each other's acts or omissions.

MISCELLANEOUS. This is the whole Agreement between the parties with respect to the Membership Terms and Conditions and supersedes any prior understandings or agreements of the parties whether written or oral, express or implied. This Agreement may not be amended or modified except in a writing signed by both parties. I understand that only authorized members or guests may access the Club and I am not permitted to share my access card with anyone else.

SEVERABILITY AND WAIVER. If a court finds that any part of any term of this Agreement is or becomes illegal, void or unenforceable, that part is deleted and this does not invalidate the rest of this Agreement. If the Club does not enforce its rights under this Agreement at any time, it does not mean that it may not do so on future occasions.

APPLICABLE LAW. The law of the State/Territory in which the Club is located applies to this Agreement.

TEXT MESSAGES/EMAILS. I understand that I may receive text messages and emails from the Licensor or the Club that relate to my membership. I may also receive commercial/

promotional emails from the Licensor or the Club that I can opt out of by clicking on the unsubscribe link at the bottom of such emails.

CLUB USAGE TERMS AND CONDITIONS

DEFINITIONS. In this Agreement, "Club Owner" means an independent franchisee. "Club" means the club at which the Agreement is signed. "I" means the person whose name and signature appear on this Agreement. "Licensor" or "Franchisor" means the brand owner.

USE OF CLUBS. I agree that my use of any Snap Fitness® club is subject to the terms of this agreement and any membership agreement I sign with the Club. I will not allow any non-member to use my access card. I may bring a guest during staffed hours only and only after arranging for a pass with club staff. I understand and agree that I will be responsible for any claims, damages and charges made by or caused by an unauthorized guest I allow in any Snap Fitness® club.

PERSONAL E-MAIL ADDRESS. I understand that I must provide a valid e-mail address to access and manage my member account online. I also will receive occasional emails from Licensor or the Club related to my membership. I may opt-out from receiving marketing e-mails, but not emails related to my membership, through the "Unsubscribe" link included on such e-mails. I agree that Licensor and the Club may use my e-mail address and other personal information as stated in the Privacy Policy available on the Snap Fitness® website.

ACCESS CARDS: I accept that all members over the age of 16 years are required to have a Snap Fitness® Access Card. This is provided with all membership types and is an integral part of the membership. I understand that access cards are sold as a purchased item and become my property, and I agree that there are no refunds provided for access cards when I cancel my membership. In being provided an access card, I agree that:

- Access cards are not transferable and if I allow my card to be used by another person that this is a serious breach of my Membership and Club Use Terms and Conditions and will entitle the Club to terminate this agreement immediately and without notice.
- If my access card is lost or stolen I must notify my home Club immediately and the Club reserves the right to charge an administration fee for the provision of a replacement access card. This fee may vary from Club to Club.
- If I do not have my access card with me, this will more than likely mean that I will not be able to access the Club during non-staffed hours, nor should I expect any other member to let me into the Club as this may be a breach of the Guests provision of the agreement relating to their membership.
- I agree that if I fail to pay my membership fees on the due dates for payment, the Club will have the right to terminate this agreement by giving me written notice of its decision to terminate or at its discretion suspending my membership by deactivating my access card until all overdue membership fees have been paid.

MEMBERS INDUCTION: To mitigate risk and ensure that a member correctly operates or uses any Snap Fitness® facilities, services, products or equipment, including the adjustments of levels or settings on any equipment, I understand that I am required to undertake an instructional consultation with a Club staff member before use. I understand that an initial introduction to the Club facilities are a requirement prior to using the Club's facilities.

PHYSICAL CONDITION AND NO MEDICAL ADVICE. I represent that I am in good physical condition and have no undisclosed medical reason or impairment that might prevent me from my intended use of the Club facilities. I acknowledge that I have been informed that the Club offers a consultation that includes a brief interview of my medical history. However, I also understand and acknowledge that the Club Owner and Licensor will not, and cannot, provide me with any medical advice. If I have any health or medical concerns now or after I join the Club, I will discuss them with my doctor before using the Club facilities. I will advise the Club Owner or Licensor of any situation that alters any previous disclosure that I have made in relation to your health and my use of the Club facilities.

DISCLOSURE OF YOUR PHYSICAL CONDITION. The provision of a safe and effective exercise program is dependent upon accurate health and fitness profiling. I agree to disclose to the Club all relevant personal health and fitness information both prior to and during engagement in any exercise program, service or facility the Club provides to me, as a part of my membership. This is inclusive of any health risk assessment, initial and periodic fitness assessment and relevant information or recommendations provided to me by my medical or allied health practitioner/s. I further warrant and represent that I will not use Snap Fitness® facilities, services or products whilst I am suffering from any infections or contagious illness, disease or other ailment or whilst I am suffering from any physical ailment such as open cuts or sores or minor infections where there is a risk, however small, to other members and guests.

RULES AND REGULATIONS. I agree to follow any club rules posted at the club or communicated by club staff. Licensor or the Club may, in its sole discretion, modify its rules or policies without notice at any time. Club rules may vary by location.

DAMAGED, LOST OR STOLEN PROPERTY. I understand that the Club Owner and Licensor are not responsible for any of my personal property that is damaged, lost or stolen while in or around any Snap Fitness® location. I understand and agree that I am liable for all damage I cause to the equipment or physical infrastructure of the club facility and will reimburse the Club Owner for any damage I cause.

GUESTS. I understand that I may bring a guest during staffed hours and only after arranging for a pass with Club staff. I understand that I will be immediately charged a \$150.00 per visit per person fee for any unauthorised guest that I allow into ANY Snap Fitness® club, and I agree to pay this fee. All Guests must sign the Guest Waiver before using the Club Location. The Club reserves the right to charge a fee to guests who are not local residents or who visit repeatedly without joining. I accept that I am not entitled to allow any nonmember to use my membership access card. If I do, the card may be deactivated and a fee will be charged to re-activate the card. I agree that I will be liable for all damage that I, or my family members or guests cause to the equipment or physical infrastructure of the Club. I agree that I may be required to reimburse the Club via the payment method used to pay my membership fees.

CHILDREN. I understand that children who are not being cared for in a club crèche and/or are not members under direct supervision of a guardian are not permitted to be brought into and/or left in any Snap Fitness® Club.

ANIMALS. I understand that no animals are permitted to be brought into the Club with the exception of specified support animals such as Guide or Assistance Dogs.

Initial

snap fitness 24/7

LIABILITY FOR PROPERTY. The Club is not liable to me or my guest for any personal property that is damaged, lost or stolen while on or around Club premises including, but not limited to, a vehicle or its contents or any property left in a locker. If I cause any damage to the Club, I am liable to the Club for its cost of repair or replacement.

VIDEO NOTICE. I may not take unauthorized photos or videos anywhere in the Club. I understand that the Club uses unmonitored video surveillance and access card usage is logged, which both may be retained by the Club for future use.

DRUG USE. I understand that the Club maintains a zero tolerance approach to drug use and seeks to ensure that its working and exercise environments are free from the negative and harmful effects of drug use or the criminal implications of persons soliciting, or dealing in, prescription medication or illicit drugs. I understand that if I am found to be involved in such activities that my membership will be terminated immediately.

PRIVACY POLICY

Thank you for becoming a member at the Club which is owned by the "Club Owner". The Club Owner is a franchisee of Lift Brands (Australia) Pty Ltd, which is a wholly owned subsidiary of Lift Brands, Inc. This Policy explains what information the Club Owner collects from its members and how companies within the Lift Brands family of businesses use and share that information. In this policy, the terms "we," "us," and "our" refer collectively to the Club Owner and all entities within the Lift Brands family of businesses; the term "Lift Brands" refers collectively to Lift Brands (Australia) Pty Ltd, Lift Brands, Inc., and its other wholly owned subsidiaries.

Types of Information We Collect

Information You Provide. The term "Personal Information" is defined by the Privacy Act 1988 (Cth) ("the Privacy Act") as information or an opinion about you as an identified person or by which can reasonably be identified. The Club Owner collects following types of information, including Personal Information, from you, when you apply for membership including: your name date of birth, contact information bank details, height and weight, photograph.

Sensitive Information. "Sensitive Information" is a type of Personal Information and is defined by the Act as including information about a person's racial or ethnic origin, political opinions, religious or philosophical beliefs, membership of a trade union, profession or trade association, health, biometric information or templates, sexual orientation or practices and criminal record. Except for health information, we do not generally seek to collect Sensitive Information. In the limited cases where we do seek to collect Sensitive information, we will do so in accordance with the Privacy Act and this Privacy Policy. If you choose to provide us with unsolicited Personal or Sensitive Information, you consent to our using such information, subject to the Privacy Act and this Privacy Policy.

How We Use Information

Generally, we use the information we collect: to set up your membership; to provide the information, products and services you request; to process payments for your membership and for security, credit or fraud prevention purposes; to provide you with effective customer service; to contact you with special offers and other information we believe will be of interest to you (in accordance with any privacy preferences you have expressed to us); to invite you to participate in surveys and provide feedback to us (in accordance with any privacy preferences you have expressed to us); to better understand your needs and interests; to improve our products and services; to improve our marketing and promotional efforts; and for any other purpose identified in an applicable privacy notice, click-through agreement or other agreement between you and us.

How to Access, Update or Correct Your Information

To access, update or correct the Personal or Sensitive Information we hold about you, please contact us at the address provided below. We will respond to you within a reasonable time. We may ask you for additional information to verify your identity. In most cases, we will provide access and correct or delete any inaccurate information you discover. In some cases, however, we may limit or deny your request if the law permits or requires us to do so or if we are unable to verify your identity.

Steps We Take to Safeguard your Information

We maintain reasonable administrative, physical and technological measures to protect the confidentiality and security of Personal Information and Sensitive Information you provide to us.

How We Share Information With Others

The Club Owner may share your Personal and Sensitive Information with companies in the Lift Brands corporate structure and those companies may further share it among themselves. These affiliate companies are permitted to use your information for their own marketing purposes and in a manner otherwise consistent with this Policy. In addition, the Club Owner and/or Lift Brands may share your information with the following types of entities: With Third-Party Vendors. We share information provided by you with third-party vendors who act on our behalf. For example, we may use third-party vendors to conduct surveys; and to help us with our promotional efforts. These third-party vendors may need information about you to perform their obligations. However, they are required by contract to keep your information confidential and may use it only to provide services on our behalf.

With Other Lift Brands Franchisees. If you seek to use or express interest in another gym owned by a Lift Brands franchisee, we may share your information with the owner of that gym. All Lift Brands franchisees are required by contract to keep your information confidential and they may use this information only in accordance with the terms of the contract.

With Other, Carefully Selected Business Partners. From time to time, we may share your information with selected third parties for their own marketing purposes. For example, we may partner with third parties to sponsor contests or other promotions, and we may share with these third parties the Personal Information you submit to us to participate in the contest or take advantage of the promotion.

As Part of a Business Transfer. Your information may be transferred to successor organization if, for example, we merge with or are acquired by another organization or if we liquidate our assets. If such a transfer occurs, the successor organization's use of your information will still be subject to this Policy and the privacy preferences you have expressed to us. To Comply With Laws and Protection of Our Rights and the Rights of Others. We may disclose your information when we, in good faith, believe disclosure is appropriate to comply with the law,

a court order or a subpoena. We may also disclose your information to prevent or investigate a possible crime, such as fraud or identity theft; to enforce or apply other agreements; or to protect our own rights or property or the rights, property or safety of our users or others. However, we will not disclose your Personal or Sensitive Information to third parties unless:

- a. we have your consent do so; or
 - b. if we do not have your consent, it is a situation in which you would reasonably expect your information to be shared for such purpose; and
 - i. in the case of Personal Information, the purpose for which we are sharing the information is related to the primary purpose for which we collected such information; or
 - ii. in the case of Sensitive Information, the purpose for which we are sharing the information is directly related to the primary purpose for which we collected such information.
- If we do not believe you would reasonably expect your information to be shared for the particular purpose, or if it is not related (or directly related) to the primary purpose, we will seek your consent to share the information before doing so.

Cross Border Disclosure. The Club Owner is required to disclose your Personal Information and Sensitive Information to Lift Brands (Australia) Pty Ltd which may disclose such information to its parent company, Lift Brands, and to other wholly owned subsidiaries of Lift Brands in the United States. Lift Brands and its wholly owned subsidiaries are US companies headquartered in the United States. The Club Owner and Lift Brands (Australia) Pty Ltd take reasonable steps to ensure that Lift Brands and its wholly owned subsidiaries are aware of and do not breach the Australian Privacy Principles in relation to your Personal and Sensitive Information. You consent to the transfer and processing of your personal information in or to the U.S or to any other country in the world subject to the terms of this Policy.

This Policy May Change As a result of changes in the way we offer our services (or changes in the law), we may need to update or revise this Policy. Accordingly, we reserve the right to update or modify this Policy at any time, by notifying you via the e-mail address which you provided when you applied for membership. However, we will honor the terms that were in effect when we gathered data from you.

Complaints. If you believe that we have not complied with our obligations pursuant to the Act, or have a complaint about the use or disclosure of your Personal or Sensitive Information by us, please contact the Club Owner or Lift Brands on the contact details below. We will liaise with you regarding your concerns and take action as necessary to address such concerns which may include contacting the Club Owner or Lift Brands to take the matter further. We will endeavour to resolve your complaint as soon as possible. However, the length of time will depend on the nature and complexity of the issues you have raised. You will receive an acknowledgement of receipt of the complaint from us Brands within five business days and you will be given an estimate of how long it may take to deal with the matter which should not exceed 30 days. If it is decided that your complaint is justified, the appropriate response or action will be determined. We will try to match the response to the nature of your complaint and your desired outcome, but this may not always be possible. Some of the things that may be decided include: take steps to rectify the problem or issue you have raised; provide you with additional information or advice so that you can understand what happened and how it has been dealt with; take steps to change Lift Brands' policies or procedures if your complaint identifies a problem in the way things are being done. It is not always possible to resolve a complaint to everyone's satisfaction. In that case, you might want to escalate the matter to the Privacy Commissioner via an online privacy complaint form which can be found at: <http://www.oaic.gov.au/privacy/making-a-privacy-complaint>. Contact Us If you have any questions regarding this Privacy Policy, please contact us by e-mail at privacy@liftbrands.com or by mail at 2411 Galpin Court, Suite 110, Chanhassen, MN, USA 55317. Alternatively, you can contact us at your local Club.

PAYMENT AUTHORISATION

PARTIES: Customer means the person or party signing this Payment Contract. "Business" means the Snap Fitness® Club that is the organisation providing the service for which the Customer is paying. Payment Contract means the Agreement in which the Customer has agreed to pay for the service provided by the Business. Hereafter referred to as the Agreement. Stripe means Stripe Australia, 222 Exhibition St Melbourne VIC 3000. Also referred to as an "Initiator".

The Customer acknowledges that Stripe has been contracted by the Business to collect the direct debit and credit card payments as directed by Customer, due under the membership agreement in return for having an entitlement to use the services provided by the Business. Nothing contained in the Payment Contract shall render Stripe, as an agent of the Business, for any purpose other than the collection of payments due and payable under the Agreement. You acknowledge that an Initiator shall not in any way be liable to you for the provision of Services. For the purpose of Australian contract law, you acknowledge that all rights of the Business pursuant to this Agreement may be enforced by the applicable Initiator.

Direct Debit Request

You agree to this Direct Debit Request and the Direct Debit Request Service Agreement below, and authorize Stripe Payments Australia Pty Ltd (ACN 160 180 343, Direct Debit User ID number 507156, "Stripe") to debit your account through the Bulk Electronic Clearing System (BECS) in the event that the net activity in your Stripe account on any day is negative or for any other reason relating to the Stripe Services. You certify that you are either an account holder or an authorized signatory on the account.

Direct Debit Service Agreement

By agreeing to the Direct Debit Request you authorize Stripe to arrange for funds to be debited from your nominated financial institution account (the "nominated account"). Stripe is acting as an agent for the Business and Stripe does not provide any goods or services to you.

Stripe or the Business will give you at least 14 days' notice in writing of any changes to the terms of the drawing arrangements.

Stripe will keep information relating to your nominated account confidential in accordance with Stripe's Privacy Policy, except where required for the purposes of conducting direct debits with your financial institution. Your personal information will be transferred by Stripe to the United States. If you do not want to provide your personal information to Stripe in connection with the Direct Debit Request, Stripe will not be able to debit your nominated account.

Where the due date is not a business day Stripe will draw from your nominated financial institution account on the next business day.

It is your responsibility to:

- a. Ensure that your nominated account can accept direct debits;
- b. Ensure that there are sufficient clear funds available in the nominated account to meet each drawing on the due date;
- c. Advise immediately if the nominated account is transferred or closed or your account details change;
- d. Arrange a suitable payment method if Stripe or the Business cancels the debit arrangements;
- e. Ensure that all authorized signatories nominated on the financial institution account to be debited authorize the Direct Debit Request.

Subject to the terms and conditions of your nominated financial institution account and your agreement with the Business, you may alter the drawing arrangements. Such advice should be received by the Business at least 7 business days prior to the drawing date for any of the following:

- a. Changing your nominated account number;
- b. Deferring a drawing;
- c. Altering a Direct Debit Request schedule;
- d. Cancelling the drawings completely.

If you require further information, please contact Stripe or the Business. Alternatively, you can also contact your financial institution.

If you believe that there has been an error in debiting your account, you should notify the Business as soon as possible. The Business will notify you in writing of its determination and the amount of any adjustment that will be made to your nominated account (if any). Stripe will arrange for your financial institution to adjust your nominated account by the applicable amount (if any). Alternatively, you can also contact your financial institution.

The details of your drawing arrangements are contained in the Direct Debit Request. Stripe reserves the right to cancel the drawing arrangements if three consecutive drawings are dishonoured by your financial institution, and for the Business to arrange with you an alternative payment method. Please refer to the terms and conditions of your nominated financial institution account to see whether dishonour fees apply. The Business may charge additional dishonour fees in accordance with your Stripe Services Agreement.

GENERAL

I accept that all memberships, except for pre-paid memberships, are an ongoing membership agreement that will continue until either I or the Snap Fitness® Club terminates it in the way described in this agreement. If an automatic debit arrangement is in place, membership fees will continue to be debited from my credit card or account until I or the Snap Fitness® Club cancels the arrangement by notifying my bank or credit provider. If I terminate the agreement or stop the automatic debt arrangement in a manner not described in the agreement, then I understand that I may be liable to the Snap Fitness® Club for damages for breach of contract. I acknowledge that Snap Fitness® will respond to its receipt of a written notice to cancel a membership within 7 working days.

• Direct Debits: By signing, I authorise Stripe, acting on behalf of the Merchant, to debit payments from my specified account or Credit Card in accordance with the membership agreement and as per the Stripe terms and conditions provided. I acknowledge that the Snap Fitness® Club name will appear as the merchant on my credit card statement.

• Club Usage, Membership, Terms and Conditions. By signing, I affirm, understand and agree to the Limitation of Liability and the Club Usage, Membership, Terms and Conditions, including the minor members provisions if applicable, agree to the Privacy Policy, understand and agree to the Membership Terms and Conditions. I acknowledge that unless I provide written notice of termination of my membership prior to the end of the minimum term of my Periodic Billing Agreement, I will still be liable for my membership fees until 30 days (14 days for VIC and ACT) after I provide written notice of termination to the Club. I understand the Club must respond to its receipt of a written notice within 7 days.