TERMS & CONDITIONS

HYPOXI®

1.0 INTRODUCTION

1.1 These terms and conditions (these Terms) form part of and apply to the HYPOXI agreement between us and you.

1.2 When you become a HYPOXI member, you are bound by and agree to comply with these Terms.

1.3 If upon reading these Terms, you no longer wish to be a member of your HYPOXI Studio, you may cancel your membership during the cooling off period in accordance with clause 13.

1.4 You are entitled to commence using your HYPOXI Services and benefits from the date stated on your membership agreement.

2.0 MINIMUM AGE

In order to contract with a HYPOXI Studio for the purchase of Services you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. The nominated HYPOXI Studio retains the right to refuse any order made by you.

3.0 SAFETY FIRST!

HYPOXI is a recreational service and your health and safety is important to us and all HYPOXI studios. This clause sets out some of the things we require of you to help achieve that objective.

3.1 Your physical condition

(a) A safe and effective HYPOXI program is dependent upon accurate health and fitness profiling. It is therefore essential that you tell us in writing all relevant personal health and fitness information both before (through our HYPOXI Health Screen) and during the course of any HYPOXI treatment. **(b)** You will ensure that information you disclose to us will be true and accurate and not misleading in any way. You must not attend and use the facilities and services whilst you are suffering from any illness, disease, injury or other condition that could present a risk to the health or safety of other members and guests or yourself. **(c)** You must notify us of any changes to your health or existing medical conditions, or if you believe there is a risk to your health or the health of others as a result of you participating in activities under your HYPOXI services. **(d)** If you happen to use the facilities and services before disclosing relevant health information to us, you promise that you are in good physical condition and you do not know of any reason why you may not be able to exercise safely. If you feel unsure that you can make this promise, we ask that you do not use the facilities and services until we have your completed HYPOXI Health Screen Form. **(e)** We reserve the right to cancel your membership if, in our reasonable opinion, you do not satisfy the medical or physical conditions required to participate in the HYPOXI services and you do not provide us with evidence from a medical practitioner or an appropriate health professional to prove otherwise.

3.2 We can refuse you entry

We can refuse you entry to the studio and services or cancel your membership immediately if you behave in a way that is seriously risky or inappropriate, such as if you threaten or harass others, deliberately or recklessly damage equipment or facilities.

3.3 Please follow our directions

You agree to follow any reasonable direction of a member of our staff relating to health and safety or any other matter.

4.0 ETIQUETTE POLICY

4.1 Your Health – Injuries or Risk of Harm

Members must conduct themselves in a manner which will not cause harm or discomfort to themselves or other members. Members must advise their HYPOXI Coach if they are injured or there is any change to their health that may impact their ability to continue their exercise program or use club facilities

4.2 Your HYPOXI Session

(a) Members must arrive 5 minutes before their start time of the session to ensure timely commencement of the treatment. **(b)** All members must bring a towel and drink bottle to their HYPOXI session **(c)** Those members using the HDC treatment, are required to bring their own socks to use the machine. Socks must be worn to undertake the treatment due to health and safety reasons.

4.3 Appropriate Behaviour

Members and staff must conduct themselves with appropriate decorum in the studio and treat others with respect at all times. Foul language, discrimination, harassment, bullying or inappropriate behaviour will not be tolerated. Members are asked to respect the privacy of other members and refrain from using the camera/video camera on their mobile phone or any other recording device whilst at the club.

4.4 Booking cancellation

Unless otherwise stated in this membership agreement, any booked sessions or consultations that you cancel with less than 12 hours' notice, or do not show up for, will be forfeited. Notification of cancellation of any booked sessions must be made direct to the HYPOXI Studio for record purposes. Notification direct to coaches or staff may not be sufficient notice. If you are more than 15 minutes late to a booked session or consultation, you are taken to have cancelled that session or consultation and it will be forfeited.

5.0 PERSONAL INFORMATION ABOUT YOU

5.1 You agree that we may handle your personal information in accordance with our Privacy Policy.

5.2 You acknowledge and agree that we, and other HYPOXI Studios, may use video monitoring in our facilities for health, safety and security reasons. If you have any queries in relation to the use of monitors operating in and around these facilities please contact us or the relevant HYPOXI Studio.

5.3 Allowing us to use your image

We sometimes film or photograph the studio so it's possible you will appear in the background. By signing this

agreement, you allow us to use your image in promotional and other business related material. Furthermore, by signing and agreeing to these Terms, you authorise the studio, or any of its other entities, to use any photographic images, video, or any other recording of you contained or stored on, where such images were recorded whilst you are, or were, taking part in any of the Studio's activities, using its services, or utilising any of its products. The studio reserves the right to use these images or recordings for commercial purposes without compensation.

6.0 INTRODUCTORY OFFER

Available for new customers only. One purchase per person across the HYPOXI network and cannot be used in more than one (1) location. Valid for 14 days from the date of purchase. All sessions must be used within this period and cannot be held over or redeemed for cash. Not valid with any other offers or promotions. Non-transferable. Bookings essential. HYPOXI reserves the right to terminate offer at any time without prior notice. Misuse will void offer and may result in legal action. By purchasing, customers agree to these terms and conditions and comply with HYPOXI's rules and regulations.

7.0 MEMBERSHIP TERMS

7.1 The period of your membership is set out in your membership details, but your membership may be terminated before the end of that period in accordance with this membership agreement.

7.2 Ongoing Minimum Term Membership

(a) An ongoing minimum term membership is a membership where there is a minimum term commitment. If your membership is an ongoing minimum term membership your membership details state your minimum term commitment (Binding Period) and the last day of the Minimum Term (Binding Expiry). Ongoing memberships will continue after the Binding Expiry unless you advise us in writing that you do not want your membership to continue. Please refer to Clause 13 for methods of cancellation. **(b)** If your ongoing membership continues after the end of the binding expiry it may be cancelled by you or by us in accordance with these Terms. **(c)** Where a direct debit arrangement is in place, membership payments will continue to be debited until your membership is cancelled in accordance with these terms.

7.3 Non-member Access

You do not need to be a Fernwood member to access a HYPOXI studio.

8.0 PAID IN FULL PACKS

Paid in Full Session Packs are non-refundable. All sessions must be used by the expiry date and cannot be held over or redeemed for cash. By purchasing, members agree to HYPOXI's terms and conditions.

9.0 HYPOXI SERVICE

9.1 It is the responsibility of the member to ensure that sessions are not accrued in excess of what can be used. It is also the responsibility of the member to ensure they use their sessions before their expiry dates. Expiry dates are set to ensure the sessions are being used within the HYPOXI treatment guidelines.

9.2 Session Expiry

(a) Those on HYPOXI direct debit agreements will have their sessions dropped in as per their agreed direct debit schedule and will have an expiry of 2 weeks. **(b)** Sessions purchased in packs of 12 will have an expiry of 6 weeks to ensure members are completing their HYPOXI treatment within the program guidelines. **(c)** It is the responsibility of the member to ensure that sessions are used prior to expiry. Sessions will automatically be removed from your membership once they expire without notification. **(d)** All HYPOXI packs and sessions are non-refundable.

10.0 MEMBERSHIP FREEZE

10.1 You may freeze your membership for a minimum of 2 weeks and for an aggregate period up to the total freeze period specified in your membership agreement. The freeze may be for any reason (including personal, holidays, medical, temporary physical incapacity, injury and illness).

10.2 You must provide prior written notice in order for your membership/payments to be frozen.

10.3 You will be charged a freeze fee of $5.00 per week for each freeze as outlined in your Membership Fees & Charges.

10.4 Your End Date or Binding Expiry Date (as applicable) will be extended by the period of a freeze.

10.5 In the event you wish to cancel your membership during a freeze period, that freeze period will end from the next scheduled direct debit date and the standard direct debit amount plus any payments for Additional Services, will apply along with the applicable cancellation fees.

10.6 Fernwood Women's Health Clubs will not be responsible for any delay in performing their obligations under these terms and conditions due to causes beyond reasonable control. As such at any time that a membership is held for a period longer than 10 days from conditions beyond our control no membership fees will be charged and therefore the minimum terms will be extended accordingly to perform the services at a later date in line with the contract terms.

10.7 A minimum of 72 hours notice is required to put your HYPOXI membership on hold.

11.0 INTERCLUB TRANSFER OF MEMBERSHIPS

(Only Applicable at Fernwood x HYPOXI Studios)

11.1 You may transfer your membership to another Fernwood HYPOXI Studio (New Home HYPOXI Studio) if:
(a) your service has not been paid in full or on an instalment plan **(b)** all services used at your HYPOXI Studio have been paid for and your membership fees are up to date.

11.2 There may be restrictions associated with the transfer of a membership which includes certain Membership Types. You may need to adjust your membership when transferring.

11.3 You must agree to pay the HYPOXI price that the new Home Studio charges, complete all necessary membership documentation and abide by the new Home Studio's policies or rules.

11.4 Memberships that have been discounted can be transferred but pricing will not remain at the discounted price. The current rate that applies to the membership and any associated extras will be applicable.

11.5 Fully paid for but unused portions of extras will be transferred with the membership to the new club. These extras are non refundable unless Fernwood are in breach of any statutory warranty. Any booked sessions or consultations that you had previously cancelled with less than 12 hours notice or not attended will have been forfeited and will not be available to transfer.

12.0 MEMBERSHIP PAYMENT METHODS

12.1 HYPOXI services can either be paid in full for pack purchases or paid via a direct debit agreement from either a bank account or credit card of your choice.

13.0 HYPOXI MEMBERSHIP CANCELLATION POLICY

13.1 Cancellation Rights
You may cancel your membership at any time in accordance with the terms specific to your membership type as outlined below. All cancellation requests must be submitted using the approved methods detailed in clause 13.2.

13.2 Methods of Cancellation
(a) The preferred method is by visiting your HYPOXI Studio and completing a cancellation form, upon which you will be given your options regarding payment of relevant fees, a copy of the cancellation form, and relevant payment receipts (if applicable). You must retain a copy of your cancellation notice. **(b)** Alternative written methods of cancellation may be accepted by your HYPOXI Studio. **(c)** For the avoidance of doubt, you cannot cancel your membership verbally.

13.3 HYPOXI One Month Ongoing Membership
This membership operates on a month-to-month basis with no early exit fees. From the date your HYPOXI Studio receives your request to cancel your membership:
• **Fortnightly Direct Debit:** Two (2) further direct debits are required. You will be entitled to use the facilities and services of your HYPOXI Studio during the notice period. Your membership will not be considered terminated until confirmed in writing.

13.4 HYPOXI Minimum Term Memberships (3, 6, and 12 Month)
If you wish to cancel your minimum term membership before the expiry of the Minimum Term, you may do so by paying the applicable cancellation fee in full (or agreed payment method) at the time of cancellation. All instalments and fees due up to the date of termination must also be paid.
The cancellation fees are as follows:
• **HYPOXI 3 Month Membership: $499**
• **HYPOXI 6 Month Membership: $699**
• **HYPOXI 12 Month Membership: $899**
No notice period is required for cancellation of minimum term memberships within the minimum term period. Upon payment of the cancellation fee and any outstanding amounts, your membership will be cancelled immediately. All unused sessions will be forfeited at the date of membership cancellation and are non-refundable. Please note, if your membership is paid in full, you cannot cancel your membership once your cooling off period has passed, unless you are in a state of incapacitation.

13.5 Cancellations After Completion of Minimum Term
Once the minimum term of your membership (3, 6, or 12 months) has been completed in full, your membership will automatically continue on a month-to-month basis unless you elect to cancel, renew, or convert to an alternative membership option. To cancel after the minimum term has been completed, the ongoing membership cancellation terms outlined in clause 13 will apply (two further direct debits for fortnightly payments, with no cancellation fee).

13.6 Payment of Services and Fees
All sessions and services used must be paid for in order for your membership cancellation to be finalised. These can be paid for in full or as part of your cancellation fees and notice period payments.

13.7 Cancellation During Freeze Period
If you cancel your membership during a freeze period, the freeze period will end immediately (in line with scheduled direct debits) and the standard direct debit amount will apply along with the applicable notice period and cancellation fees.

13.8 Financial Hardship
If you are cancelling for financial reasons, you should discuss with us an appropriate payment arrangement for all fees payable on cancellation, which can be implemented via your existing direct debit agreement.

13.9 Cancellation by HYPOXI Studio
On rare occasions your HYPOXI Studio may cancel your membership by written notice to you without the need to give a reason. If your membership is cancelled under this clause, you will only be liable for the fees for the time you were a member and any other fees for services already provided to you. No cancellation fee will apply.

13.10 Cooling Off Period
You may end your membership within the 48 hours cooling off period referred to in your membership details. To do this you will need to give us written notice within the cooling off period and pay us a cooling off termination fee, as well as a fair amount for services provided to you during the cooling off period.

13.11 Confirmation of Cancellation
Your membership will not be considered terminated until this is confirmed in writing to you by your HYPOXI Studio. Any outstanding fees or instalments remain a debt owed to and recoverable by HYPOXI.

14.0 CANCELLING YOUR MEMBERSHIP DUE TO PERMANENT SICKNESS OR PHYSICAL INCAPACITY

14.1 You may cancel your membership due to a permanent sickness or physical incapacity if you cannot exercise for a period of 12 months or longer provided that you give us: (a) written notice of cancellation; (b)completion of our permanent capacity declaration by a medical practitioner, as well as a medical certificate stating that you cannot use our services because of your permanent sickness or physical incapacity;and (c) any other supporting documentation to our reasonable satisfaction.

14.2 If we are satisfied that you are entitled to cancel your membership due to permanent sickness or physical incapacity, we will cancel your membership with immediate period and waive any notice period and any cancellation fees or downgrade fees. An administration fee will be charged by your Home studio.

14.3 If you cancel due to incapacitation, a refund will be given for paid and unused component sessions.

14.4 Your membership fees are required to be paid up to the date of the cancellation and fees owing by you prior to this date, are recoverable in full by us. The date of cancellation will be the date that we receive the documentation.

14.5 In the event your membership was pre-paid, we will refund the unused portion of your membership fees to you less an associated administrative fee (if applicable) within 21 days of receiving written notice of cancellation in accordance with this clause.

14.6 In the event that you make payments or authorise payments to be made periodically under your membership, upon receipt of a cancellation notice, we will immediately inform our membership administrator (or the relevant accounts department) that the deductions cease as soon as possible

15.0 MEMBERSHIP DOWNGRADES

15.1 HDC Component Downgrades
Members with HYPOXI memberships that include the HDC component may downgrade by removing the HDC component from their membership. To process a downgrade, the following applies:

- One (1) further direct debit at the current membership rate is required from the date your HYPOXI Studio receives your downgrade request
- A downgrade fee of $100 is payable at the time of the downgrade request

15.2 Downgrade Fees During Minimum Term
The downgrade fee outlined in clause 15.1 is applicable for members who downgrade the HDC component within the minimum term period outlined in their HYPOXI membership agreement.

15.3 Downgrade After Minimum Term
Members who wish to downgrade the HDC component after their minimum term has been completed may do so with one (1) further direct debit notice. No downgrade fee will apply.

16.0 MEMBERSHIP BEING PAID VIA DIRECT DEBIT

16.1 By nominating to pay via direct debit in your membership details you: (a) authorise us to deduct from your nominated credit or debit account all fees and other charges for which you may be responsible under this membership agreement; and (b) acknowledge and agree that you have read the Direct Debit Request Service Agreement (DDRS agreement) and agree with the terms and conditions governing the debit arrangements between you and us set out in those documents.

16.2 Membership fees are paid in advance for services

16.3 You will continue to be debited as per this membership agreement regardless of whether you are using our facilities or services.

16.4 It is your responsibility to ensure that your banking details are correct and current. In the event that your account details change, you are required to provide written notice 14 days prior to your next scheduled debit.

16.5 Where unsuccessful debits occur due to us not having received updated details within a sufficient timeframe, you will incur a rejection fee as per your membership details.

16.6 If your payment is unsuccessful for any reason, we will attempt to contact you and send communication to you. We will also attempt to recover the unsuccessful payment plus the rejection fee prior to the next scheduled debit.

16.7 If we cannot recover the unsuccessful payment plus the rejection fee as per our Terms & Conditions, we will automatically add the amount to your next scheduled debit.

16.8 We collect, hold and use, information related to your commercial and consumer creditworthiness from Dun & Bradstreet (w: www.dnb.com.au/ e: pac.austral@dnb.com. au/ t: 1300 734 806) and Bill Chaser (w: www.billchaser. com.au/ e: support@billchaser.com.au/ t: 1300 224 273) and eCollect Pty Ltd (w: www.ecollect.com.au/ e: info@ eCollect.com.au/ t: 1300 666 585), credit reporting bodies, for all purposes permitted by law. We also disclose information to them. This activity is conducted for the purpose of assessing your credit capacity, eligibility or history in connection with an application or an obligation as a guarantor, collecting payments from you, and managing our credit relationship. Creditworthiness information includes information that is both positive (like payment information) and negative (like defaults or serious credit infringements that we may disclose to credit reporting bodies if you fail to pay us). Our privacy policy and the credit reporting body's privacy policy (see our websites) have more information on how we, and the credit

reporting body, manage personal information, including creditworthiness information. The policies also include how you can access, correct, and make complaints about personal information, request that your information is not used for credit pre-screening, and request a ban on use of credit information where you have been a victim of fraud.

16.9 Debits that are unsuccessful may be transferred to one of our preferred debt collection agencies for collection. We reserve the right to cancel your membership and you will be responsible for the payment of outstanding membership direct debits, bank fees and cancellation charges. You will also be responsible for and pay us for all costs incurred by the us (including costs for which the we may be contingently liable) in any attempt to collect any monies owed by you to us under this Agreement including debt collection agent costs, repossession costs, location search costs, process server costs and solicitor costs on a solicitor/ client basis.

16.10 As a result of referral to our external collection agency, the details of your outstanding debt may be listed with a credit bureau.

16.11 In the event payments fall into arrears beyond 60 days of the original due date, upon failure to confirm receipt of the remaining balance in full, we reserve the right to report default for the remaining balance to a Credit Reporting Bureau. Such a default listing would remain on your personal credit file for up to five years, potentially inhibiting your ability to obtain future credit from other credit providers.y to obtain future credit from other credit providers.

16.12 Should your membership be cancelled by us because of unsuccessful payments, and you wish to re-join a HYPOXI Studio, you must pay all outstanding fees out in full.

16.13 Once periodic debit payments are initiated as per this membership agreement, no notice of the debits will be issued to you.

16.14 Receipts for direct debit payments made will be provided on request for periods of six or twelve months only.

17.0 INTELLECTUAL PROPERTY

No rights in relation to HYPOXI's logo, trade marks or any other intellectual property rights associated with its business, techniques, exercise programs or classes are granted to you under this membership agreement, except that any exercise program created for you may be used while you are a member of a HYPOXI Studio for the purpose of your exercise activities.

18.0 SEVERABILITY & WAIVER

If a court finds that any part of any term of this membership agreement (including these Terms) is or becomes illegal, void or unenforceable, that part is deleted and this does not invalidate the rest of this membership agreement. If we do not enforce our rights under this membership agreement at any time, it does not mean that we may not do so on future occasions.

19.0 FORCE MAJEURE

HYPOXI Studios will not be responsible for any delay in performing their obligations under these terms and conditions due to causes beyond reasonable control.

20.0 CONSUMER PRICE INDEX (CPI)

Your contract when outside of the minimum term is subject to annual CPI increases. Where CPI will change your contract, 60 days notice will be provided prior to the change.

OUR MEMBERSHIP FEES & CHARGES

FEE TYPE	AMOUNT
Administration fee to cancel due to permanent sickness or physical incapacity	**$75.00**
Freeze fee	**$5.00 per week**
Cooling off cancellation fee	**$50.00**
The cancellation fees are as follows:	• **HYPOXI 3 Month Membership: $499** • **HYPOXI 6 Month Membership: $699** • **HYPOXI 12 Month Membership: $899**
Third party collection agency debt recovery cost	**$100.00**
Downgrade Fee	**$100.00**
Rejection Fee	**$15.00**