

ACTION BLACK UK MEMBERSHIP AGREEMENT

PART 2: USE OF GYM

1. GENERAL

- 1.1 The Member uses ACTION BLACK's facilities at their own risk.
- 1.2 The Member may only use ACTION BLACK facilities at the Premises if the Member is in good health, fit to undertake physical activities, and does not have a contagious illness that could harm other members or ACTION BLACK staff.
- 1.3 ACTION BLACK is not liable for the individual results of the Member from training and physical exercise, as these depend on personal factors such as commitment, consistency and the specific physical condition of each person.
- 1.4 The Member agrees to install the Action Experience app (or such other booking system application as ACTION BLACK may designate from time to time), through which the booking of classes, access to venues, confirmation or cancellation of class attendance, as well as the receipt of notifications and other aspects related to the ACTION BLACK experience and services will be managed. The Action Experience app is available on the Play Store and App Store and is compatible with any smartphone, except Huawei devices. Notwithstanding the foregoing, ACTION BLACK may modify, replace or cease to implement said app and/or the functionalities and features provided therein at any time.
- 1.5 The Member agrees to access ACTION BLACK's facilities using the mechanisms established by ACTION BLACK from time to time, including the use of QR codes generated via the Action Experience app, facial or fingerprint recognition systems, or any other technology ACTION BLACK deems appropriate to ensure security and control access to its facilities and the Premises from time to time.
- 1.6 The Member agrees to report to ACTION BLACK staff any medical condition arising during the membership period and/or during the course of classes or other use of the gym.
- 1.7 The Member agrees to:
 - (a) Take care of and make proper use of ACTION BLACK's services and property.
 - (b) Provide any information requested by ACTION BLACK staff for the purposes of verifying the Member's identity, granting access to the Premises, or for any other reason which ACTION BLACK may determine in its sole discretion from time to time.
- 1.8 The Member agrees to comply with any rules, notices or guidelines displayed by ACTION BLACK on the Premises.
- 1.9 ACTION BLACK may modify or vary the schedules, workouts, and number of available classes and equipment at its discretion, subject to providing reasonable notice where practical. Any such variations do not constitute a breach of this Agreement.
- 1.10 ACTION BLACK may refuse admission and the right to remove or restrict access of any Member or guest of a Member if, in ACTION BLACK's discretion, their conduct does not comply with the terms set out in this Agreement, or their presence poses a risk to the health, safety, or wellbeing of other members or ACTION BLACK staff, or in the event of damage caused to any equipment or facilities or any other aspect of the Premises. No refund or compensation shall be payable to the Member in such circumstances.
- 1.11 The venue closure process begins 30 minutes before the scheduled time, at which point the lighting is dimmed and the music volume is reduced. Access to the showers is restricted 10 minutes before closing, and members are not permitted to remain on the Premises once the service hours have ended.
- 1.12 ACTION BLACK will operate twelve months a year during the opening hours published on the website and at the reception of the Premises. ACTION BLACK may amend opening hours and/or close the venue, in which case members will be informed in due course. No refund or compensation shall be payable to the Member in these circumstances.

2. AMENITIES

- 2.1 ACTION BLACK may in its discretion provide ancillary amenities from time to time (including refreshments, towels, gloves). These do not form part of the contracted services and may be made available at an additional charge. The unavailability of any ancillary amenities from time to time does not constitute a breach of this Agreement.
- 2.2 ACTION BLACK reserves the right to vary, add, or withdraw any such ancillary amenities at any time at its discretion. Such variation, addition or withdrawal does not constitute a breach of this Agreement.

3. MEMBER'S CONDUCT ON THE GYM PREMISES

- 3.1 The Member agrees to comply with all reasonable instructions given by ACTION BLACK staff (whether written or verbal).
- 3.2 The Member agrees to behave respectfully towards other members and ACTION BLACK staff at all times.
- 3.3 The Member agrees that the Member will not:
- (a) Enter the Premises under the influence of alcohol, psychoactive substances or medication that impairs physical or mental abilities and/or the nervous system.
 - (b) Bring bags, rucksacks or other unauthorised items into any classes or any area where such items are restricted.
 - (c) Disturb the order or cleanliness of the Premises.
- 3.4 The Member undertakes not to undertake any of the following conduct on the Premises:
- (a) Any behaviour that is offensive, aggressive or disrespectful (including shouting or using loud, offensive or abusive language).
 - (b) Physically or verbally assaulting other members or ACTION BLACK staff.
 - (c) Any conduct that is contrary to morality and good manners, or that in any way disturbs the atmosphere at ACTION BLACK, or its members and/or staff.
 - (d) Training and/or supervising the training of another member.
 - (e) Selling any kind or type of products and/or services on the Premises.
 - (f) Wearing clothing and/or footwear unsuitable for physical activity.
 - (g) Bringing any type of pet and/or animal onto the Premises.
 - (h) Bringing children, escorts or unauthorised persons onto the Premises.
 - (i) Walking around the Premises without a shirt or other clothing.
 - (j) Smoking, vaping and/or consuming alcoholic beverages, hallucinogenic or ergogenic substances inside the Premises.
 - (k) Bringing weapons of any kind onto the Premises.
 - (l) Filming or taking photographs inside the Premises, unless expressly authorised by the ACTION BLACK management.
 - (m) Distributing commercial offers, leaflets, promotional materials, vouchers and similar items in any part of the Premises.
 - (n) Leaving items or belongings in the care of the Receptionist or any other ACTION BLACK employee.
 - (o) Remaining on the Premises outside the stipulated opening hours.
 - (p) Stealing physical items, personal information or any belongings from other members or ACTION BLACK staff.
 - (q) Engaging in any form of sexual activity within the Premises, including, but not limited to, changing rooms, toilets, gyms and/or communal areas.

3.5 Any attempt at theft or damage to the property of ACTION BLACK or other members by the Member may be reported by ACTION BLACK to the relevant authorities.

4. CLASSES AND USE OF EQUIPMENT

4.1 Class Bookings:

- (a) The Member agrees to make bookings for classes and training sessions exclusively via the Action Experience app or such other booking system as ACTION BLACK may designate from time to time. Classes will be available for booking 24 hours in advance and subject to availability.
- (b) The Member agrees not to book classes in person at Reception.
- (c) The Member acknowledges that the inability to book a specific class at a preferred time does not constitute a breach of this Agreement.
- (d) The Member agrees to keep notifications for the Action Experience app enabled in order to receive important information about classes, venues, reminders, news, and more.
- (e) The Member agrees to use all reasonable endeavours to arrive on time for each class.
- (f) If the Member is unable to attend a booked class, the Member must cancel the booking prior to the start of the class.
- (g) The Member agrees to validate bookings upon arrival at the Premises, using such system as ACTION BLACK designates from time to time.
- (h) The Member agrees to confirm attendance at classes by scanning the QR code provided for each class.

4.2 Unless otherwise agreed by ACTION BLACK:

- (a) If the Member does not cancel a class booking at least five minutes before the class start time, a penalty may be imposed that affects the time available for making future bookings, at the discretion of ACTION BLACK.
- (b) If the Member does not scan the QR code provided for a class to confirm attendance, the Member will be recorded as absent and the corresponding penalty regarding booking time may be applied, at the discretion of ACTION BLACK.
- (c) If the Member does not enter within three minutes of the scheduled time, their booking will be automatically forfeited. In this case, ACTION BLACK may allocate the place to another person, record the absence and apply the corresponding penalty in the booking system. In any case, even if the place has not been reallocated, entry to the class will not be permitted once 15 minutes have elapsed since the scheduled start time of the class.
- (d) The Member may not book two classes at the same time. One class must be completed before booking another.

4.3 Use of equipment:

- (a) The Member agrees to wait for classes, machines, equipment, weights, mats and other equipment at the Premises to become available, and not to disturb or harass other members who are using any such equipment.
- (b) The Member agrees to clean all equipment before and after use, using the cleaning materials provided by ACTION BLACK for this purpose.
- (c) The Member agrees to return weights, accessories and equipment to their proper place, after use.
- (d) The Member agrees to comply with the rules applicable to use of specific equipment as determined by ACTION BLACK from time to time.

4.4 The Member shall not undertake any of the following conduct on the Premises:

- (a) Misusing equipment, accessories and/or facilities.

- (b) Changing the layout of training equipment, dumbbells and/or weight plates, or failing to return used equipment to its proper place.
 - (c) Dropping or throwing weights and accessories on the floor.
 - (d) Remaining seated on equipment whilst it is not in use.
 - (e) Preventing another member from using any machines or equipment.
- 4.5 The Member agrees to follow the instructions given by ACTION BLACK staff at all times during classes and refrain from wearing headphones whilst in class.
- 4.6 The Member agrees to pay attention to the body focus assigned to each day's classes, which is pre-determined and cannot be changed. If the Member decides to train a muscle group other than the one scheduled, ACTION BLACK shall not be liable for any consequences arising from such a decision.
- 4.7 Technique:
- (a) The Member acknowledges and agrees that the use of gym equipment, free weights, resistance machines and any other training equipment within the Premises involves inherent risks, particularly when such equipment is used incorrectly or without proper technique.
 - (b) By using any equipment, the Member acknowledges and agrees that they understand that correct technique is essential for safe use.
 - (c) The Member undertakes the responsibility to ensure they are familiar with the proper use of the equipment before using it.
 - (d) The Member undertakes to seek assistance from ACTION BLACK staff in the event of any doubt regarding use or technique.
 - (e) The Member acknowledges that trainers provide general guidance and not continuous or individual supervision.
 - (f) The Member acknowledges and agrees that misuse, poor execution, inappropriate weight selection or failure to follow instructions may result in injury and ACTION BLACK bears no liability whatsoever in such circumstances.
- 4.8 Lighting, Sound and Sensory Stimuli:
- (a) The Member acknowledges and agrees that certain classes, experiences and areas within the Premises may involve the use of neon lights, flashing lights, strobe lights, dynamic lighting effects, loud music, amplified sound systems and intense sound environments (collectively, the "**Sensory Effects**").
 - (b) The Member acknowledges and agrees that the Sensory Effects may cause discomfort or adverse reactions in people with certain medical conditions, including, but not limited to, epilepsy, photosensitivity, migraines, vertigo, hearing sensitivity, tinnitus or other neurological or sensory disorders.
 - (c) The Member acknowledges and agrees that by participating in such classes or entering these spaces, the Member shall assume full responsibility for assessing their fitness to participate.
 - (d) The Member undertakes to refrain from participating if they suffer from any condition that may be affected and acknowledges and agrees that their participation is voluntary and entirely at their own risk.
 - (e) The Member agrees to consult a healthcare professional before participating if the Member has any concerns regarding sensitivity to light, sound or sensory stimuli.

5. PHYSICAL EXERTION AND TRAINING

- 5.1 The Member acknowledges and agrees that participation in physical activities, including but not limited to high-intensity training, strength training, endurance training and group classes offered by ACTION BLACK, involves a high level of physical exertion and carries inherent risks. Such risks include, but are not limited to: muscle injuries, sprains or strains, fatigue or overexertion, cardiovascular stress, dizziness, fainting or dehydration and aggravation of pre-existing injuries or conditions.

- 5.2 The Member acknowledges and agrees that by participating in any activity, the Member declares that they are in a fit state to exercise, assumes full responsibility for monitoring their own physical limits and level of exertion, undertakes to stop the activity immediately if they experience pain, discomfort, dizziness or unusual symptoms, acknowledges that trainers provide general guidance and not medical advice or personalised supervision, and the Member acknowledges and agrees that their participation in any activity on the Premises is voluntary and entirely at their own risk.
- 5.3 The Member agrees to consult a healthcare professional before starting any exercise programme, particularly if the Member has any pre-existing medical conditions, and to comply with any instructions or recommendations provided by such healthcare professional.
- 5.4 The Member agrees to obtain medical clearance when required or recommended by ACTION BLACK, and disclose to relevant ACTION BLACK staff any health conditions, injuries, limitations, contraindications, illnesses, or pathologies that may affect the Member's safe participation in activities.
- 5.5 If the Member is classified as high-risk by ACTION BLACK the Member must attend a medical appointment prior to undertaking any physical activity. Should the medical staff not give the go-ahead for physical activity, access to the Premises may be denied.

6. WET AREAS

- 6.1 The Member acknowledges and agrees that certain areas within the Premises, including but not limited to changing rooms, showers, toilets and surrounding areas, may be wet or slippery during normal use. The Member acknowledges and agrees that these conditions may increase the risk of slipping, tripping or falling. The Member acknowledges and agrees that by accessing and using such areas, the Member does so entirely at the Member's own risk.
- 6.2 The Member undertakes to exercise due care, including wearing suitable footwear and taking care on wet surfaces, acknowledges that water, cleaning products and normal wear and tear may create temporary hazards; and accepts full responsibility for the Member's own safety within these areas.

7. LOCKERS AND PERSONAL BELONGINGS

- 7.1 The security of the Member's items, money or belongings is the sole and exclusive responsibility of the Member.
- 7.2 The Member agrees to comply with the following terms:
 - (a) Members must use a strong, secure padlock on lockers – a cylinder-type padlock, not a combination lock.
 - (b) Members are strictly prohibited from leaving their belongings in the lockers after leaving the Premises.
 - (c) Every day at closing time, the lockers will be opened and any items found there will be considered abandoned and recorded in the lost property log. Any left items will only be handed over to the Member if the Member provides sufficient information (to the satisfaction of ACTION BLACK management) to prove ownership of the item.
 - (d) Items abandoned in lockers and/or found on the Premises will be kept for a maximum period of 15 calendar days. After this period, they will be disposed of in accordance with the protocol established by ACTION BLACK from time to time.
 - (e) The Member is not permitted to leave belongings in the training areas or other spaces within the Premises.

8. PERSONAL TRAINING

- 8.1 Personal training can be arranged with a personal trainer through ACTION BLACK. Any personal training will incur an additional charge to be agreed with ACTION BLACK from time to time. This does

not form part of the contracted services. The unavailability of a personal trainer does not constitute a breach of this Agreement.

- 8.2 Any personal training services will be provided by the personal trainer (not ACTION BLACK) to the Member. Personal trainers do not provide their personal training services on behalf of ACTION BLACK, even if the personal trainer is wearing ACTION BLACK branded clothing.