



VIVA GYM MEMBERSHIP AGREEMENT

Part 1: WARRANTIES AND LIABILITIES

This Part 1 forms part of the membership agreement between you and Viva Gym SA (Pty) Limited which agreement includes Part 2: Terms and Conditions and Part 3: Privacy Statement. Words used in this Part 1 and defined in Part 2 shall bear the same meaning as defined in Part 2.

A: ACKNOWLEDGEMENTS AND WARRANTIES:

- 1) You warrant that the information given by you in completing the Online Membership Application is true and correct and will be relied on by us.
- 2) You warrant that to the best of your knowledge and belief you are in good health, are not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, well-being or physical condition. You acknowledge that it is your responsibility to seek medical advice before engaging in any exercise at Viva Gym should you have any concerns over your physical condition and will advise us immediately should your circumstances change.
- 3) You shall regularly familiarise yourself with and abide by the Rules of Membership which are displayed prominently in the Club and relate to opening hours, use of facilities and your conduct, which rules you accept may change from time to time. Please also note that no person under the age of 14 is permitted inside a Viva Gym, unless by prior written permission of the Club Manager.

B: LIMITATION OF LIABILITY

- 1) You agree and acknowledge that you will not hold Viva Gym liable for any loss, damage or theft on the part of its employees, independent contractors, consultants and/or members save for loss, damage or theft arising directly out of the gross negligence or fraudulent intent of Viva Gym.
- 2) In the event that you have opted out of receiving Gym-related communications, you agree and acknowledge that you will not hold Viva Gym, its directors, agents, employees and subcontractors liable for any loss incurred by you as a result of not receiving such communication.
- 3) You agree to use all facilities and equipment in a proper manner. You agree that Viva Gym will not be liable to you or your dependants for any loss or damage (other than loss or damage directly attributable to Viva Gym's gross negligence or fraudulent intent) which you or any third party may suffer as a consequence of your incorrect use of Viva Gym's equipment or facilities or your breach of warranties and acknowledgements provided in A above and whether or not such loss arises from any bodily injury, disability, loss of life or damage to property. You agree that you will be liable for any damage caused to our equipment or facilities through your negligent use of same.
- 4) Subject to the provisions of the Consumer Protection Act, Viva Gym's liability to you and/or any other third party for any damages or loss of whatsoever nature, including without limitation any damages or loss caused by negligence (but excluding gross negligence) of Viva Gym, its servants, agents and subcontractors will in any event and under all circumstances be limited to an amount equal to the aggregate of membership fees paid by you to us in terms of this membership agreement for the period of 12 months preceding the date of notification of any claim by you.
- 5) You agree that the limitations of liability imposed by this section B of Part 1 is fair and equitable.



VIVA GYM MEMBERSHIP AGREEMENT

PART 2: TERMS AND CONDITIONS

This Part 2 forms part of the Viva Gym membership agreement between you and Viva Gym SA (Pty) Ltd which includes Part 1: Warranties and Liabilities and Part 3: Privacy Statement (the “Membership Agreement” or “this Agreement”) and forms part of the Online Membership Application completed by you.

Viva Gym SA (Pty) Ltd is a private company registered in South Africa with registration number no. 2011/129325/07 with its registered office at Mazars House, Rialto Road, Grand Moorings Precinct, Century City, Western Cape, 7441.

In this Membership Agreement, the terms 'Viva Gym', 'us', 'ours' or 'we' are used herein to refer to Viva Gym SA (Pty) Ltd. The terms 'you' and 'your' refer to the named user entering into this membership contract with Viva Gym SA (Pty) Ltd.

A: COMMENCEMENT

1. By checking the box at the bottom of Step 3 “Monthly Debit Order Authorisation” of the Online Membership Application, you indicate your acceptance of the terms and conditions of this Agreement at which point this Agreement shall commence and be binding as between the parties hereto, being you and Viva Gym. Your membership starts immediately, or when the Club opens if you joined pre-opening. **This Agreement shall continue indefinitely until terminated by either of the parties pursuant to Section C of this Part 2.**

B: FEES AND CHARGES

The Monthly Fee (your monthly membership fees are payable in advance) and Joining Fee are set out in Step 1 “Membership Selection” of the Online Membership Application and are dependent on the product selected by you.

1. Joining Fee

- 1.1. The Joining Fee is payable by you on commencement of this Agreement and is collected from you by us by Credit Card/Cheque Card or Instant Electronic Fund Transfer upon your completion of the Online Membership Application.
- 1.2. The Joining Fee is not refundable under any circumstances with the exception of a refund due to you in circumstances as more fully set out in Section D of this Part 2.

2. First Month Membership Fee

- 2.1. If the Club selected by you in Step 1 “Membership Selection” of the Online Membership Application (the “Club”) is open when your membership starts, the first Monthly Fee shall be payable by Credit Card/ Cheque Card or Instant Electronic Fund Transfer together with the Joining Fee which will be processed upon your completion of Step 4 “Joining Fees Payment” of the Online Membership Application. The Monthly Fee due for the first month shall be calculated as being the number of days from the date on which your membership starts, to the last day of that month (both days inclusive) divided by the total number of days in that month and multiplying the result by the Monthly Fee.
- 2.2. If your membership starts before the Club opens, the first Monthly Fee shall be payable by debit order from the bank account you nominated on the date the Club opens. The Monthly Fee due for the first month shall be calculated as being the number of days from the date on which the Club opens to the last day of the month (both days inclusive) divided by the total number of days in the month and multiplying the result by the Monthly Fee.



3. Monthly Membership Fees

- 3.1. The membership fee due by you for your second month of membership and any given month thereafter shall be the Monthly Fee which is payable in advance on the 1st business day of that month. The Monthly Fee due shall be collected by way of debit order from the bank account you nominated in the Online Membership Application completed by you. Additional attempts will be made to collect the Monthly Fee if the first attempt is not successful.
- 3.2. Additionally, if you had selected the 12-month membership option, and your debit orders are returned within your first 12 months, then Viva Gym reserves the right to hand your account over to a Debt Collection Agency; if you remain in arrears, then Viva Gym additionally reserves the right to black-list you with a range of Credit Bureaus.

4. Debit Order and Administration Fee

If you are dissatisfied with the service offered by Viva Gym, you are free to terminate this agreement as provided for in Section C of this Part 2.

- 4.1. Subject to the Consumer Protection Act, payments made by debit order are not refundable under any circumstances.
- 4.2. Should any debit order be returned unpaid or any other form of payment not be honoured for whatever reason, an administration fee may be payable by you, which fee you agree may be debited by us from the bank account you nominated in the Online Membership Application completed by you.

5. Fee Changes:

- 5.1. Viva Gym reserves the right to implement changes to the Monthly Fee and Administration Fee at such times and in such manner as it may in its sole discretion determine and will provide you with one month's notice of any fee increase.
- 5.2. If you are unwilling to pay the increased Monthly Fee or Administration Fee, you may terminate this agreement as provided for in Section C of this Part 2.
- 5.3. From time to time, Viva Gym may offer discounts to the normal Monthly Fee. This will be clear during your online Joining process, and confirmed in your Welcome email. You will also be able to see these discounts in the Manage Transactions section of your online Member's Area, where each month you will see the normal Monthly Fee, followed by any discounts which may apply, followed by the net amount taken via debit order. When the discounts end, the normal Monthly Fee will continue to apply.

C: TERMINATION

- 1.1. You may terminate this Agreement via your Members Area at www.vivagym.co.za. Should you terminate this Agreement before midnight CAT on the 25th day of any particular month, this Agreement will terminate as at the end of that month, with no cancellation fee due. Should you notify us of your intention to terminate this Agreement on or after midnight CAT on the last calendar day of any particular month, this Agreement will terminate at the end of the following month.
- 1.2. If you had selected the 12-month membership option, and then wish to terminate within your first 12 months, then a cancellation fee will apply. After the initial 12 months, the above process in C 1.1. applies, with no cancellation fee due.
- 1.3. Should you wish to become a member again following a termination, you will need to re-join which will involve paying the Joining Fees again.
2. In the event that you have opted for membership of a single Club in Step 1 "Membership Selection" of the Online Membership Application and that Club ceases operations for any reason whatsoever, this Agreement will terminate on the date on which that Club ceases operations, in which event we will pay you a pro rata refund of the Monthly Fee, which shall be calculated as being the number of days from the date on which the Club ceases operations to the last day of the month (both days inclusive) divided by the total number of days in the month and multiplying the quotient by the Monthly Fee.
3. We may terminate this Agreement on written notification to you should you breach any of the terms and conditions set out in this Agreement or breach the Rules of Membership which are displayed prominently in the Club.
4. Upon termination of this Agreement, your membership of Viva Gym shall cease and you shall no longer have access to the Club and the use of its facilities.

D: COOLING OFF PERIOD

You are entitled to a full refund of all moneys received by us from you pursuant to this Agreement provided that:

1. in the event that the Club is open, you terminate this Agreement within 7 (seven) days from the date on which you indicate your acceptance of the terms and conditions of this Agreement by checking the box at the bottom of Step 3 "Monthly Debit Order Authorisation" of the Online Membership Application, excluding such date, Saturdays, Sundays and Public Holidays; alternatively



2. in the event that the Club has not yet opened, you terminate this Agreement within 7 (seven) days from the date on which the Club opens, excluding the date on which the Club opens, Saturdays, Sundays and Public Holidays; and
3. such intention to terminate is processed through the Membership Area of the website within the seven day period as required by clause 1 or 2 of this Section D.

E: NOTICES TO VIVA GYM

1. All your communication with us, including the service of any written notice pursuant to this agreement, may be transmitted to us via the Contact Us area online, through the Viva Gym website at the following web address: www.vivagym.co.za. Any notice transmitted in this manner shall be presumed, unless the contrary is proved by us, to have been received by us at the time such notice is transmitted.
2. Additionally, an email can be sent to info@vivagym.co.za. Any notice transmitted in this manner shall be presumed, unless the contrary is proved by us, to have been received by us at the time such notice is transmitted.
3. Alternatively, and only in the event that you are unable to access or communicate via the Membership Area, notices may be delivered by prepaid registered post to the following physical address: Ground Floor, Block D, Greenford Office Estate, Punters Way, Kenilworth, Western Cape, 7708. Any notice posted in this manner shall be presumed, unless the contrary is proved by us, to have been received by us 14 days after the date of posting.

F: GENERAL TERMS

1. You agree to advise us immediately of any change to any of the details provided by you in the Members Area on the Viva Gym website, or in the course of completing the Online Membership Application.
2. You will be entitled to all the rights and privileges exercisable for the product selected by you in Part 1 "Membership Selection" of the Online Membership Application.
3. You cannot transfer or assign this Membership Agreement to anyone else.
4. It is our policy to empty all lockers every evening. Any items remaining will be stored for 48 hours and deemed abandoned thereafter. We reserve the right to charge you for the storage and removal of items left in lockers.
5. You may not permit another person to use your membership rights and privileges.
6. We may close our Clubs or areas therein at our discretion for reasonable periods of time to carry out maintenance, repairs, refurbishment or cleaning.
7. We reserve the right to take photographs of our premises for marketing purposes and you consent to your incidental inclusion in same.
8. If we take no action or let you off any breach of this Agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this Agreement strictly at a future date.
9. We may assign the benefit of this Agreement and our rights thereunder to a third party on notice to you. Your rights under this Agreement will not be prejudiced.
10. You choose as your domicilium citandi et executandi for all purposes under this Agreement, the physical address, mobile number and/or e-mail address as specified in "My Details" in the Members Area on www.vivagym.co.za which initially are those supplied by you in Step 2 "Personal Details" of the Online Membership Application, and which may be updated by you at any time in the Members Area thereafter, for the purposes of serving notices in terms of this Agreement.
11. All notices in terms of this Agreement must be in writing and if delivered: by pre-paid registered post, shall be deemed to have been delivered within 14 days of posting; by hand, shall be deemed to have been received at the time of delivery; and by fax or e-mail, shall be deemed to have been received on the first day following transmission.
12. This Agreement is governed by South African Law and you consent to the non-exclusive jurisdiction of the Western Cape High Court in South Africa in respect of any proceedings arising out of this Agreement that may be brought by us against you.
13. The invalidity, unenforceability or illegality of any term of this Agreement, under the laws of any jurisdiction, shall not affect the validity, enforceability or legality of the remaining terms and should it be determined that one or more terms are invalid, unenforceable or illegal, such term shall be deemed to be severed from this Agreement and the remaining terms of this Agreement shall in all other respects remain in full force and effect.



VIVA GYM MEMBERSHIP AGREEMENT

PART 3: PRIVACY STATEMENT

At Viva Gym we are committed to protecting your privacy and voluntarily subscribe to the principles as outlined in S51 of the Electronic Communications and Transactions Act 25 of 2002.

When do we collect information?

We will obtain personal information from you when you complete the online Membership Application or when you provide us with information via your Members Area on the Viva Gym website being www.vivagym.co.za.

What information do we collect?

The types of information we collect is the information provided by you when you complete the online Membership Application and includes your name, ID or passport number, date of birth, e-mail address, telephone number and the bank account details you nominate for debit orders to be taken from.

Is it mandatory for you to supply the information?

You are required to supply the information before you will be accepted as a member.

For what purpose do we use this information?

We will use your personal information for the following purposes:

- to provide you with the services, products or information that you have requested;
- to provide you with access to services, products or information that are substantially similar or related to your membership of Viva Gym with the intention of benefitting you as a member of Viva Gym; and/or
- for administration purposes.

To fulfil these purposes, we may need to share your information with our service providers, associated organisations, organisations in the same industry and agents.

Do we use cookies?

Viva Gym uses cookies to ensure that you can interact with our web site successfully, to identify you when you visit our web sites and to keep track of your browsing patterns. The use of cookies does not give us access to the rest of your computer.

If you want to prevent our cookies being stored on your computer in future, you may do so by referring to your internet browser's instructions. Please note however that if you disable our cookies you may not be able to access certain services or facilities on our sites and your use of our sites may be restricted.

How do we protect personal information?

We use a secure server and also take appropriate measures to ensure that the information disclosed to us is kept secure, accurate and up to date and kept only for so long as is necessary for the purposes for which it is used.



Will we disclose the information we collect to outside parties?

As indicated above, we may pass your information to our service providers, organisations in the same industry, agents and associated organisations, provided that the disclosure of such information will further the purpose for which such information is collected as set out herein.

We may also need to disclose your information if required to do so by law.

Right of access and correction of inaccuracies

You have the right to ask for a copy of the information we hold about you (for which we may charge a small fee) and to have any inaccuracies in your information corrected.

Changes

If your personal details change, please help us to keep your information up to date by updating your profile by logging in to the Member's Area of the Viva Gym website at www.vivagym.co.za, or by notifying us via email to info@vivagym.co.za.

We reserve the right to amend this privacy statement, as well as the remaining Part 1 and Part 2 of the Membership Terms and Conditions. If we do so, the latest version will be available at all times via the link at the bottom of the Viva Gym website at www.vivagym.co.za. By accessing any Viva Gym and/or the website, you will be deemed to have accepted such changes / the latest version of all Parts (1, 2 and 3) of the Membership Terms and Conditions.

CCTV Policy

Please note that all of our sites are monitored by CCTV 24 hours a day. Viva Gym reserves the right for its employees and contractors to review footage as required, and by entering onto our sites you consent to your image being recorded and reviewed and waive any and all claims in relation to same. Recorded CCTV footage will be stored securely and retained in accordance with Viva Gym's data protection policy.

Your consent

By providing us with your personal data, including sensitive personal data such as on your health, and by accepting the terms and conditions of the Membership Agreement at the bottom of Step 3 "Monthly Debit Order Authorisation" of the Online Membership Application you consent and opt in to:

1. the processing and further processing of any information you provide us in accordance with the above purposes and this privacy statement;
2. receiving from us Viva Gym-related and fitness-related information by phone / mobile and/or email; and
3. our transfer of your information to countries or jurisdictions which do not provide the same level of data protection as South Africa, if necessary, for the above purposes. If we do make such a transfer, we will, if appropriate, put a contract in place to ensure your information is protected.

You are entitled to withdraw your consent and opt out of 1 and 2 above by transmitting a notice to us via the Contact Us area online, through the Viva Gym website at www.vivagym.co.za, or by email to info@vivagym.co.za, or by prepaid registered post as provided for in Section E of Part 2, or through any other method as may be determined by Viva Gym from time to time.



VIVA GYM's CLUB RULES

Viva Gym lives by these values – We are smart, have fun and always do the right thing. These rules are in line with these, and ensure that everyone has a consistently great experience at Viva Gym!

Please note that the rules are part of the Membership Agreement, as referenced in Part 1, Section A, Clause 3. All member, guests, tenants, contractors, visitors and staff must abide by the Rules. Individual Clubs may display their rules in Club, which you also need to comply to. Your failure to comply with the Rules may result in severe consequences, including but not limited to termination of your Viva Gym membership.

If you notice someone that is not obeying the rules, please notify one of our staff members and do not attempt to enforce the rules yourself. We all have a responsibility towards each other, to ensure we follow the spirit of the Constitution of the Republic of South Africa, and uphold the dignity of every person.

At any time we may change these rules, and we will always have the updated version available on our website www.vivagym.co.za in the Terms and Conditions area at the bottom of every page.

1. Our facilities are for the use of our members and guests only.
2. Please treat everyone as you would like to be treated.
3. Please read all guidelines of equipment if you are unsure of use.
4. Please consult a doctor if you are concerned about any health risks. If you do experience any chest pains, discomfort or sudden headaches, dizziness or acute pain, stop exercising immediately and inform one of our staff members.
5. Please remember to warm up before commencing with any exercise.
6. Please remain hydrated and remember that no food or other drinks are allowed on our training floors and studios etc.
7. No Bags are allowed on the training floors and studios, please ensure you make use of the valuable lockers if you like to place your bag in a more accessible area, which is also covered by CCTV.
8. Please use a sweat towel and wipe down equipment with roller towel and disinfectant after use.
9. Please enter and leave the Club during the stipulated operating hours. Please note that this might vary from Club to Club.
10. Pets (other than guide dogs) are not allowed into our facilities.
11. Firearms or any weapons are not permitted into our facilities, unless the weapon is in possession of an on-duty member of the police doing police business. If they are utilizing the facility as a member, no firearm or weapon is allowed to be on the premises with them.
12. No smoking of cigarettes or any e-cigarettes are allowed in our Club facilities.
13. Please note no photos or videos are permitted to be taken in our Clubs without prior permission received from your General Manager. However from time to time we do have photo shoots and

film videos in our Clubs, if you should be present in one of these then you consent to us using it in our branding and marketing material.

14. You may not have alcohol or drugs on our premises, or be under the influence of either while training in our facilities.
15. No selling or marketing of any fitness products to our members in the Club, other than the registered dieticians who practice in our Clubs.
16. The use of our Logo, name or marks for promotional or marketing advertising is not permitted without prior permission from Head Office.
17. An access card will be issued to you when you join. Access cards, wristbands and key fobs are available for subsequent purchase from the vending machine.
18. All members / guests must have their photo taken for the access system.
19. Please present your access device on every visit to the Club.
20. Please report stolen or lost access devices, and then you will need to buy a new one from the vending machine.
21. If you leave your access card / wristband at home - you will need to give your ID number to receive an access by a staff member at our reception desk.
22. No one other than yourself is allowed to use your access device, which is also linked to a (portion of) your fingerprint.
23. If your membership is in arrears or has been cancelled (including due to arrears), you will not be allowed into the Club.
24. At our discretion you are allowed to bring a friend to train with you upon payment of the guest fee and completion of the guest register. All guests need to abide by these rules.
25. We do not endorse and have no tolerance towards the use or sale of any form of illegal substance or performance enhancers on our Club premises and on our social media platforms.
26. Do not threaten or intimidate or use menacing behavior towards other members, guests, visitors or tenants or staff.
27. Do not verbally, sexually, or physically harass or abuse any members, guests, visitors or tenants and staff.
28. Do not perform any unhygienic or immoral acts, including that of a sexual nature.
29. Parking – you are liable for any extra parking fees that may be due, beyond the free period provided by Viva Gym. Please do not park in disabled parking bays if you are not entitled to. Please remember all vehicles are parked and driven at your own risk. We do not accept responsibility for any loss or damage.
30. Subject to availability, lockers are provided in the change rooms, and valuables lockers outside the change rooms. Please bring your own padlocks. We do not guarantee that the use of the lockers will prevent theft or damage to your property.
31. Lockers are only permitted to be used while you are in the Club. Please note if left overnight, your lock will be cut and the items will be removed and placed in lost property at your own risk.
32. Please use the Equipment for its intended purpose, use the instructions provided and ask for help if needed.
33. Please inspect equipment before use and do not use if a “I’m knackered” sign is on that piece of equipment, as this means that the piece of equipment is not in full working order. Please report all broken pieces of equipment to a staff member.

34. When using the strength equipment, please ensure that the weight pins have been put in correctly.
35. Before stepping onto a treadmill, please ensure that the belt has come to a complete stop before stepping onto it.
36. Handle all equipment and weights with care, and replace where you found them after use.
37. Class timetables and instructors may change from time to time and without notice too. Please check the Club timetables for the updated timetable.
38. You are welcome to use any of the facilities and equipment at your own convenience, please remember that any classes led by our staff or fitness instructors at scheduled times, always take priority. Please be punctual for these classes.
39. Subject to the priority rule on instructor led classes, you may participate in a virtual riding experience on an indoor bike whenever suits you. Please ensure you check that your shoelaces are securely tied and tuck long pants away to prevent interference with the pedals.
40. Please remember to observe the space around you when using the boxing equipment, skipping ropes and kettlebells to avoid harming others. Also wear protective gear on your hands when using the boxing bags.
41. If you are interested in signing up with a Personal Trainer, we have a variety to choose from on our display wall inside our Clubs. You are welcome to contact them directly.
42. Only authorized Viva Gym Personal Trainers are permitted to provide personal training in our gyms. Personal Training by another member is not allowed whether it's for payment or not. If we find someone providing unauthorized personal training, the General Manager will investigate you and the person you training. Personal Trainers work for themselves, please ensure that you sign an agreement with your personal trainer and obtain a receipt every time you purchase sessions.
43. Please do not tamper with any fire doors or safety equipment. Please follow the health & safety notices in the Club.
44. Please follow the staff's instruction in an emergency procedure. Please report all injuries and incidents to a staff member.
45. Children 14 years and older may purchase a Viva Gym Membership at the full adult rate. This is subject to their legal guardian authorizing this purchase via a link sent by email. Therefore children under the age of 14 may not access a Viva Gym.
46. Please contact your Club, or log onto our website for more information www.vivagym.co.za
47. We reserve discretion when approving membership applications.
48. All complaints and queries should be made directly to your General Manager or in writing via an email to them. (*Clubname.gm@vivagym.co.za*)
49. Our right of admission is reserved at all times.
50. Please ensure that you wear the correct gym attire while training on our gym floor, ensuring that you wear closed training shoes - NO sandals or flip flops.

Thank you for your assistance in making your Viva Gym community a place where everyone feels welcome, safe, and free to pursue their health and wellness goals, together; whilst having fun!