

# TEAM HIGHLIGHT REEL - TERMS & CONDITIONS

## 1 AGREEMENT AND ACCEPTANCE

- 1.1 The terms and conditions contained herein (the “**T&Cs**”) form part of a legal agreement (“**Agreement**”), together with your Trial Membership Form, Membership Application Form and/or Membership Renewal Form, between you and Team Highlight Reel Pte. Ltd. (“**Team Highlight Reel**” or “**we**”). By registering for any sessions, classes and/or courses offered by us (hereinafter collectively referred to as the “**Services**”), you acknowledge that you have read, understood and agree to be bound by these T&Cs, and to comply with all applicable laws and regulations.
- 1.2 These T&Cs may be amended or revised from time to time at any time without notice at our sole discretion, and such amendments or revision shall be effective and binding upon publication on our website (“**Website**”). Your continued use of the Website and/or any of our Services signifies your agreement to and acceptance of any revised terms and/or conditions.
- 1.3 If any provision of this Agreement is unlawful, invalid, void or unenforceable, that provision is deemed severable from the Agreement and does not affect the validity and enforceability of any remaining provisions.

## 2 REGISTRATION AND MEMBERSHIP

- 2.1 In order to become a member of Team Highlight Reel (“**Member**”) and be entitled to any benefits, rights and/or privileges that arise out of or in relation to the relevant type of membership, you are required to register and make all payments due upfront at the point of registration. The types of membership that we offer include, but may be subject to changes at any time at our sole discretion, (i) Trial Membership, (ii) Fixed Term Membership, (iii) Session Plan Membership and (iv) Personal Training Membership (hereinafter collectively referred to as the “**Membership**”). We reserve the right to reject any application for or renewal of Membership for any reason whatsoever without any liability.
- 2.2 At registration, you may request for the Trial Membership, which allows you to attend one session of our Services for free. Grant of the Trial Membership is at our sole discretion with or without any basis, and is only applicable to first-time users of our Services.
- 2.3 Fixed Term Membership entitles you to unlimited access to our Services during the period of your membership, which can be agreed at registration as 1 month, 3 months, 6 months or 12 months (hereinafter collectively referred to as the “**Fixed Term**”). Your Fixed Term shall commence on the first day of your attendance at any of our sessions, classes and/or courses, or on the 14th day upon your registration (inclusive of the registration day, weekends and holidays), whichever is earlier. Session Plan Membership entitles you to attend either 5 or

10 sessions of our Services, as may be agreed at registration. Personal Training Membership entitles you to 10, 20 or 30 sessions of one-on-one personal training at Team Highlight Reel, as may be agreed at registration.

- 2.4 Each Membership is for a single user only. Your Membership is non-assignable and non-transferable, except with our prior written approval. All payments made for your Membership are strictly non-refundable under any circumstances including but not limited to the cases of suspension and early termination of your Membership, for any reason whatsoever. A holder of Fixed Term Membership may request that your membership be suspended, but the acceptance of such request shall be at our sole discretion with or without basis.
- 2.5 In the event of inappropriate and/or unauthorised Membership use or your breach of any terms and/or conditions contained herein, we may terminate, restrict or suspend (for such period and on such terms, if any, as we deem fit or necessary) your Membership with us without any liability whatsoever. In particular, we reserve the right to suspend your Membership with us if you are deemed unfit to engage in physical activities (as may be determined by us) for such a period and on such terms as we deem fit or necessary without any liability, whether or not you have disclosed your relevant physical conditions at the time of registration. Any termination, restriction and/or suspension of Membership pursuant to this provision shall take immediate effect, with or without notice, and all your Membership benefits, rights and/or privileges shall be forfeited or suspended.

## 3 USER WARRANTIES & REPRESENTATIONS

- 3.1 When registering to become a Member, you represent and warrant that:-
- 3.1.1 You are at least 18 years old, or that, if you are below 18 years of age, you have received your parent’s or guardian’s consent to enter into this Agreement;
- 3.1.2 Any information that you submit to Team Highlight Reel is true, accurate, and complete, and that you will update such information in order to keep it current;
- 3.1.4 You are fully able and competent to enter into and comply with this Agreement;
- 3.1.5 You are in good physical condition free from any infections or contagious illness, disease or other ailment, and are able to perform active physical activities as may be required in using our Services; and
- 3.1.6 You are free from prior and/or current heart related disease, and/or any other medical conditions that might worsen after using our Services.

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## 4 USE OF SERVICES, FACILITIES, PREMISES

- 4.1 You shall not use any of our Services whilst suffering from any illness, ailment and/or any other physical or medical conditions or where there may be any risk of compromising your health, safety or comfort by using our Services.
- 4.2 Team Highlight Reel assumes no responsibility for loss or damage to any goods or personal belongs you bring to our premises. You may request to use our private lockers free of charge, subject to availability, to keep all your valuable belongings while using our Services. Upon our acceptance of your request to use our lockers, we will loan you a key, which remains our property at all times, and you shall return the key within the day itself before you leave our premises. In the event of loss of locker key, a replacement fee, as determined by us, shall be charged.
- 4.3 You are required to wear suitable attire while using our Services. Any clothes, accessories, jewellery or shoes that might endanger your or other Members' safety while using our Services are strictly prohibited.
- 4.4 You may not enter our premises or use our Services or facilities while under the influence of alcohol, steroids, narcotics or any other mood altering substances.
- 4.5 Smoking is strictly prohibited in any part of our premises.
- 4.6 Team Highlight Reel may from time to time restrict your use of our Services, facilities and/or premises for the purpose of cleaning, decorating and/or undertaking repairs.

## 5 INTELLECTUAL PROPERTY AND PRIVACY

- 5.1 Nothing shall be construed as granting any right or licence to use, copy or imitate any of our marks, logos and service marks (the "**Marks**") without prior written consent of Team Highlight Reel. The Marks may not be used in any way, including but not limited to when you participate in competitions and/or tournaments held in or outside Singapore, without prior written permission from Team Highlight Reel. We reserve all rights not expressly granted in and to the Marks.
- 5.2 By accepting these T&Cs, you agree to Team Highlight Reel's featuring you in video and/or audio footage and still photographs taken during our classes, courses, trainings and/or events. All intellectual property subsisting therein and/or derived out of including but not limited to copyright and other related rights shall vest in Team Highlight Reel, exclusively

and irrevocably. Accordingly, you agree to our use, reproduction and/or distribution of such video and audio footage and still photographs as we see fit for the purposes of marketing and promoting our Services. Team Highlight Reel will not provide any claims (monetary or otherwise) for the usage, reproduction and/or distribution of such video and/or audio footage and still photographs.

- 5.3 You agree that Team Highlight Reel may collect, use and disclose your personal data and/or information relating to your attendance, performance and/or results (if any) pertaining to and/or arising out of your use of our Services for the purposes of marketing, promoting and administrating our Services. While we make every effort to ensure that all data you submit to us are kept confidential, you agree that no system can perfectly guard against risks of intentional intrusion or inadvertent disclosure of information sent to us. Team Highlight Reel therefore makes no guarantee as to security or confidentiality of your data.

## 6 DISCLAIMERS OF WARRANTIES (WEBSITE)

- 6.1 We make no warranties or representations about the accuracy or completeness of any materials, information and content on the Website and assume no liability or responsibility for any errors, mistakes, inaccuracies or omissions in any materials, information and/or content or for any loss or damage of any kind incurred as a result of the use of any content uploaded, posted, e-mailed, transmitted, or otherwise made available via the Website. Information, material and content of any kind on this Website are provided on an "as is" and "as available" basis. You accept that the onus is on you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature.
- 6.2 We do not warrant, endorse, guarantee, or assume responsibility for any other website which you may access through this Website. When you access a non-Team Highlight Reel website, please note that it is independent from us, and that we have no control over the content on such website, even if we provide information or services to the owner of that website.

## 7 LIMITATION OF LIABILITY

- 7.1 To the maximum extent permitted by applicable laws, you hereby agree that:-
- 7.1.1 We, our affiliates and related entities, and the officers, directors, employees and agents of each such foregoing entity (hereinafter collectively referred to as "**Team Highlight Reel and its Representatives**") shall not be liable for (i) any and all claims, demand and/or actions for injury, death, loss, theft, costs or damages that you have or may have in the future against us in connection with or arising out of your Membership with us or use of our Website,

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Services, facilities or premises (“**Claims**”), notwithstanding that such Claims may arise due to tort (including negligence), (ii) any special, indirect, incidental, punitive, exemplary, consequential or pure economic loss, costs, damages, charges or expenses, and (iii) any loss resulting from any other matter otherwise, related to your use and/or reliance of the Website or our Services; and

- 7.1.2 You and/or your guest(s) shall not directly or indirectly seek to make any Claim from Team Highlight Reel and its Representatives.

## **8 INDEMNITY**

8.1 To the fullest extent permitted by law, you agree to defend, indemnify and hold harmless Team Highlight Reel and its Representatives, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal costs and expenses) arising directly or indirectly out of any claim, action, audit, investigation, inquiry or any other proceeding instituted by a person or entity that arises out of or relates to:-

- 8.1.1 Your violation of any provisions of this Agreement and/or T&Cs;
- 8.1.2 Your use of our Website, Services, facilities or premises;
- 8.1.3 Your violation of any third party right, including without limitation any intellectual property, property, or privacy right; and/or
- 8.1.4 Your failure to comply with any applicable laws and regulations in connection with your use of the Website and/or our Services.

8.2 This indemnity term shall survive this Agreement and your use of our Website and/or Services.

## **9 GOVERNING LAW AND JURISDICTION**

9.1 This Agreement shall be deemed to be made in the Republic of Singapore and shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose.

9.2 Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Courts of the Republic of Singapore to which the parties to this Agreement hereby submit.