

MEMBERSHIP TERMS AND CONDITIONS

FOR OUR CLASSES

Welcome to Addictive Pole Fitness!

In these terms, we also refer to Cali B Pty Ltd (ACN 637 851 211) ATF the Cali B Trust ABN: 14 778 990 432 operating under the registered business name Addictive Pole Fitness as “**Addictive Pole Fitness**”, “**our**”, “**we**”, or “**us**”.

And you are you!

What are these terms about?

These terms apply when you sign up for our pole fitness classes and facilities through our website, being www.addictivepolefitness.com/, our Addictive Pole Fitness App and any other websites we operate with the same domain name and a different extension including our affiliated MindBody website located at https://clients.mindbodyonline.com/ASP/main_shop.asp (**Website**).

Key Words used in these terms

To make it easier for you to understand the terms on which we provide, and you use, the Pole Fitness Classes, we’ve tried to keep these terms of use (**terms**) as simple as possible by using plain English.

When we say “**Pole Fitness Classes**” in these terms, we mean our pole fitness classes and our ancillary services including access to our facilities, studio hire, pole parties, open practice and level assessments (together, the **Services**).

We’ve also used a few other capitalised words and phrases as shorthand to refer to recurring concepts. Each of these are defined in bold and in brackets after the concepts are first mentioned.

Acceptance of these terms

Before you enrol in our Pole Fitness Classes, or otherwise engage with the Pole Fitness Classes, please carefully read these terms. If you don’t agree to these terms, please don’t enrol in the Pole Fitness Classes. By clicking “accept” when you create an account, or otherwise proceed to engage with the Pole Fitness Classes, you agree to be bound by these terms.

Disclaimer

Participating in the Activities is potentially dangerous and may expose you to risks, including accidents, serious injury, illness or even death. Addictive Pole Fitness uses its best endeavours to protect you but there remains a possibility of an accident causing injury, illness, disability, death or property damage to you. You participate in the Activities at your own risk and acknowledge that you have read clause 16, which describes how Addictive Pole Fitness limits its liability to you.

1 OUR POLE FITNESS CLASSES

Addictive Pole Fitness provides in-studio pole fitness classes, along with online pole fitness exercise workout videos. You may attend an in-studio pole fitness class by first making a Booking (defined in clause 3.1) via our Website. Any Pole Fitness Classes that are provided in a pre-recorded video format or livestream webinar, are to only be viewed online through your Account (defined in clause 3.1) and not downloaded, reproduced or republished by you in any way.

2 POLE FITNESS GUIDELINES

We may provide pole fitness guidelines and workouts on our Website from time to time (**Guidelines**), which are intended to provide you with guidance on pole fitness workouts. The Guidelines are intended to be a guide only with general information and are not a substitute for medical advice. Ultimately, you are responsible for knowing your body and your limits. If you are unsure about the Guidelines, or any part of our Services, you must seek medical advice.

3 BOOKING POLE FITNESS CLASSES

3.1 BOOKING

- (a) To book a Pole Fitness Class, you will need to create an account on the Pole Fitness App (**Account**), pay the Fees (as defined in clause 4(a)(i)) for your elected Services and book an available time slot for the Pole Fitness Class (together, a **Booking**).
- (b) You are solely responsible for managing your Booking using the Addictive Pole Fitness App or any other booking system nominated by Addictive Pole Fitness from time to time.
- (c) Available time slots for a Pole Fitness Class close 2 hours prior to the commencement of that class.
- (d) Series classes (levels, multi-week workshops or accessories):
 - (i) are available for booking until two weeks after the first class of the series; and
 - (ii) must be booked using the Addictive Pole Fitness App, using the "Book Multiple" function. Refer to booking instructions here <https://www.addictivepolefitness.com/howtobook>. A failure to use the Book Multiple in a timely manner will result in the member not being enrolled into all classes relevant to a series.
- (e) Drop-In, Zoom, and Open Practice bookings:
 - (i) are available for booking from 6:00 am for the upcoming week of the relevant class;
 - (ii) must be booked via the Addictive Pole Fitness App.

3.2 ELIGIBILITY

This Website is not intended for unsupervised use by any person under the age of 18 years old or any person who has previously been suspended or prohibited from using the Website. By using the Website, you represent and warrant that you are either:

- (a) over the age of 18 years and accessing the Website for personal use; or
- (b) accessing the Website on behalf of someone under the age of 18 years old, where you:
 - (i) accept these terms on that person's behalf; and
 - (ii) consent to that person's use of the Services and the Website.

3.3 ACCOUNTS

- (a) By creating an Account, making a Booking, or by otherwise accessing the Pole Fitness Classes, you represent and warrant that:
 - (i) you have the legal capacity and are of sufficient age to enter into a binding contract with us (or someone of sufficient age and capacity is contracting on your behalf); and
 - (ii) you are authorised to use the bank account, debit or credit card you provide for your Booking.
- (b) You are responsible for managing your Account and ensuring that you only access and engage with the Pole Fitness Classes in an appropriate manner.
- (c) You are granted a limited licence to access the Pole Fitness Classes for your own personal, non-commercial purposes.
- (d) We will only revoke your licence and terminate your Account if we suspect, for any reason, in our sole discretion, that you are:
 - (i) misusing the licence, for example by distributing the Pole Fitness Classes to other people or giving access to your Account to other people, you are making commercial use of or infringing our Intellectual Property Rights (defined in clause 6.2) in the Pole Fitness Classes, or if you do not comply with these terms;
 - (ii) behaving in a manner that Addictive Pole Fitness considers to be inappropriate or disruptive to staff and members attending Pole Fitness Classes;
 - (iii) in default or breach of these terms;
 - (iv) convicted of a criminal offence involving fraud or dishonesty or an offence which, in the opinion of the other party, affects Addictive Pole Fitness' obligations under these terms; or
 - (v) behaving in a way tending to bring you or Addictive Pole Fitness into disrepute.
- (e) In the event your license is revoked by application of Clause 3.3(d), and your Account is terminated, you will not be entitled to a refund of the Fees.

3.4 ACCEPTANCE OF THESE TERMS

- (a) Booking Pole Fitness Classes constitutes your acceptance to enter into a contract with us under these terms, where we will provide you with the Pole Fitness Classes you have ordered in exchange for your payment of the total Fees listed upon checkout.

- (b) These terms are not agreed between you and us until we have approved your payment of the Fees and you receive an email from us confirming your Booking.

4 PAYMENT

4.1 GENERAL PAYMENT TERMS

- (a) For the purpose of this Agreement, "**Fees**" are:
- (i) all fees as displayed and accepted by you at the time of checkout via our payment system accessed through our Website;
 - (ii) in Australian Dollars; and
 - (iii) subject to change without notice prior to your booking
- (b) (**Upfront Payment obligations**) You must pay the Fees, in full, at the time of your Booking if you elect to purchase a Pay In Full Membership (defined in Clause 4.4) or a Class Pass Membership (defined in clause 4.5).
- (c) (**direct debit payment obligations**) You must pay the Fees on the Monday of each week, in advance of the first Pole Fitness Class you attend, if you elect to purchase a Recurring Membership (defined in clause 4.3).
- (d) (**additional direct debit payment obligations**) if you elect to purchase a Recurring Membership, you also:
- (i) agree to enter into a service agreement with our Payment Providers (defined in 4.1(g));
 - (ii) authorise Addictive Pole Fitness to charge the your bank account in advance in line with the service agreement with our Payment Providers;
 - (iii) must ensure that there are sufficient funds available in your account to allow our Payment Providers to debit the Fees payable;
 - (iv) must give Addictive Pole Fitness written notice of at least 48 hours if:
 - (A) you are transferring or closing the account specified in your service agreement with our Payment Provider;
 - (B) there are any changes to your credit card details specified in your service agreement with our Payment Provider; and
 - (v) acknowledge and agrees that if a debit is returned by your nominated financial institution as 'unpaid', Addictive Pole fitness reserves the right to suspend your access to the Services until the amounts payable are received by Addictive Pole Fitness.
- (e) (**GST**) Unless otherwise indicated, amounts stated on the Website include GST. In relation to any GST payable for a taxable supply by us, you must pay the GST subject to us providing a tax invoice to you.
- (f) (**Card surcharges**) We reserve the right to charge credit card surcharges in the event that payment of the Fees are made using a credit, debit or charge card (including Visa, MasterCard or American Express).
- (g) (**Online payment partner**) We may use third-party payment providers (**Payment Providers**) to collect payment of the Fees for Pole Fitness Classes. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your Fees.
- (h) (**Pricing errors**) In the event that we discover an error or inaccuracy in the Fees for your Booking, we will attempt to contact you and inform you of this as soon as possible. You will then have the option of enrolling in the Pole Fitness Classes at the correct Fees or cancelling your Booking. If you choose to cancel your Booking and the Fees have already been debited, the full amount will be credited back to your original method of payment.

4.2 FAILED PAYMENTS

- (a) If a direct debit payment fails, Addictive Pole Fitness will undertake the following procedure:
- (i) MindBody will send an automated email advising the member of the failed payment (if the member has activated email or text notification);
 - (ii) Fee payments will be processed again after 2pm the same day and, if unsuccessful, again on the next business day; and
 - (iii) Addictive Pole Fitness may attempt to contact the member via text, email or phone.
- (b) A dishonour fee will be charged by Addictive Pole Fitness when reprocessing a failed payment in the amount outlined in <https://www.addictivepolefitness.com/pricing>.
- (c) Our Payment Providers may also charge a dishonour fee for reprocessing a failed payment, Addictive Pole Fitness accepts no responsibility for the administration and processing of this fee.
- (d) If you have any direct debit payment obligations during a Recurring Membership Term (as defined in clause 4.3(b) below), and you have incurred more than five (5) failed payments of Fees in one Recurring Membership Term, we will cancel your nominated direct debit option at the end of that term, and you will not be not permitted to use the Direct Debit option for the next Recurring Membership Term.
- (e) If you have any direct debit payment obligations during a Recurring Membership Term (as defined in clause 4.3(b) below), and you have 3 weeks of unpaid payments Fees outstanding, we will immediately cancel your nominated direct debit option at the end of that term, and you will not be not permitted to use the Direct Debit option for the next Recurring Membership Term.

4.3 RECURRING MEMBERSHIPS

In the event that you elect to purchase a recurring membership via our Website (**Recurring Membership**), the following terms will apply:

- (a) A Recurring Membership includes:
- (i) The number of classes available at your membership level as outlined on our payment system on our Website or by our Payment Providers at the time of your Booking;
 - (ii) Open practice allocation; and
 - (iii) Online membership access.
- (b) A Recurring Membership has a term for a period commencing on the later of:
- (i) the date nominated on the Website for the commencement of the 10-week term that you first select to purchase for your Recurring Membership; or

- (ii) the date you make a Booking for a Recurring Membership and will continue until the date nominated on the Website as the conclusion of that 10-week term (collectively the **Recurring Membership Term**).
- (c) A Recurring Membership Term will continue to renew for an additional 10 week period, unless otherwise cancelled in accordance with this clause 4.3.
- (d) The purchase of a Recurring Membership is non-refundable from the day of Booking.
- (e) You may terminate a Recurring Membership at the conclusion of an active Recurring Membership Term by submitting to Addictive Pole Fitness, a completed membership termination form prescribed by us, prior to the commencement of a renewed 10-week Recurring Membership Term.
- (f) If you terminate a Recurring Membership within 4 days of the conclusion of a Recurring Membership Term, you will automatically be charged a \$40 late termination fee.
- (g) You will be charged the full rate of Fees for a Recurring Membership Term if you cancel after the commencement of a renewed 10-week Recurring Membership Term and you will not be entitled to a refund.
- (h) You may upgrade your Recurring Membership during a Recurring Membership Term, by a completed membership upgrade form prescribed by us.
- (i) You may downgrade a Recurring Membership at the conclusion of an active Recurring Membership Term by submitting to Addictive Pole Fitness, a completed membership downgrade form prescribed by us, prior to the commencement of a renewed 10-week Recurring Membership Term.

4.4 PAY IN FULL MEMBERSHIPS

In the event that you elect to purchase a membership that is pre-paid for a full term via our Website (**Pay In Full Membership**), the following terms will apply:

- (a) A Pay In Full Membership includes:
 - (i) The number of classes available at your membership level as outlined on our payment system on our Website or by our Payment Providers at the time of your Booking;
 - (ii) Open practice allocation; and
 - (iii) Online membership access.
- (b) A Pay In Full Membership term has a period commencing on the later of:
 - (i) the date nominated on the Website for the commencement of a 10-week term that you first select to purchase for your Pay In Full Membership; or
 - (ii) the date you make a Booking for your Pay In Full Membership and will continue until the date nominated on the Website as the conclusion of that 10-week term (collectively the **Pay In Full Term**).
- (c) The purchase of a Pay In Full Membership is non-refundable from the first day of the Pay In Full Term.
- (d) Pay In Full Terms expire at the end of each term and you will need to purchase a new Pay In Full Membership by the end of the Pay In Full Term to continue as an active member.
- (e) Addictive Pole Fitness will assume the member has cancelled a Pay In Full Membership if no membership is purchased by the end of the Pay In Full Term.

4.5 RECURRING/ PAY IN FULL MEMBERSHIP CLASS PASSES

In the event that you elect to purchase a membership via our Website (**Class Pass**), the following terms will apply:

- (a) A Class Pass includes:
 - (i) The number of classes available at your membership level as outlined on our payment system on our Website or by our Payment Providers at the time of your Booking;
 - (ii) Open practice allocation; and
 - (iii) Online membership access.
- (b) All Class Passes have a seven (7) day term (**Class Pass Term**), commencing on the Monday of the week that you first make a Booking for the Class Pass.
- (c) Class Pass Terms expire seven (7) days after the Monday of the week you make a Class Pass Booking.
- (d) Addictive Pole Fitness may extend the term of a Class Pass at their absolute discretion.

4.6 CLASS PASSES

In the event that you elect to purchase a one-off class pass via our Website (**Class Pass**), the following terms will apply:

- (a) A Class Pass includes:
 - (i) The number of classes available at your membership level as outlined on our payment system on our Website or by our Payment Providers at the time of your Booking;
 - (ii) Open practice allocation; and
 - (iii) Online membership access.
- (b) All Class Passes have a specified term (**Class Pass Term**), commencing on the day of purchasing the Class Pass.

- (c) Addictive Pole Fitness may extend the term of a Class Pass at their absolute discretion.

5 COLLECTION NOTICE AND PRIVACY

- (a) We may collect personal information about you in the course of providing you with our Pole Fitness Classes, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy.
- (b) Our Privacy Policy contains more information about how we use, disclose and store your information and details how you can access and correct your personal information.
- (c) We may collect sensitive information about you, or your child, during the course of providing you with Services. We only collect information that you choose to provide us and will not collect this without your consent. It is up to you whether you choose to disclose your sensitive information.
- (d) We may need to share sensitive information about you, or your child, in a medical emergency in cases where we may not be able to obtain your consent.
- (e) We may need to share your information with third party platforms that we use to provide you with the Services, such as Mindbody. You can view their privacy policy here.
- (f) By agreeing to these terms, you agree to be bound by the clauses outlined in our Privacy Policy.

6 INTELLECTUAL PROPERTY

6.1 OUR IP

Intellectual Property Rights in the Pole Fitness Classes and our Services and any other related information or materials (**materials**) are owned or licensed by us. Except as permitted under applicable laws, no part of the material can be reproduced, adapted, distributed, displayed, transmitted or otherwise exploited for any commercial purposes without our express written consent.

You will not under these terms acquire Intellectual Property Rights in any of Our IP.

6.2 DEFINITIONS

For the purposes of this clause 6:

- (a) **"Our IP"** means all materials owned or licensed by us and any Intellectual Property Rights attaching to those materials.
- (b) **"Intellectual Property Rights"** means any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trade marks, designs, patents, moral rights, semiconductor and circuit layout rights, trade, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this agreement.

7 CHANGES TO YOUR BOOKINGS

7.1 CANCELLATIONS

- (a) You are solely responsible for cancelling a Booking if you cannot attend a Pole Fitness Class.
- (b) All cancellation requests must be processed via the Addictive Pole Fitness App.
- (c) Cancellations for Bookings that occur less than 4 hours from the start time of a Pole Fitness Class will expend one (1) class pass from your membership allocation.

7.2 ADDITIONAL CLASSES

You may attend more than the allocated number of classes for your membership allocation by purchasing an "Additional class pass" via our Website.

7.3 UNPAID CLASSES

- (a) For the purpose of this Clause 7.3 being **"Absent"** includes, but is not limited to:
 - (i) being absent from a Pole Fitness Class that you have made a Booking for;
 - (ii) failing to check into a Pole Fitness Class that you have made a Booking for;
 - (iii) arriving more than 5 minutes late to a Pole Fitness Class that you have made a Booking for; and
 - (iv) cancelling a Booking for a Pole Fitness Class less than 2 hours prior to the start time of a Pole Fitness Class.
- (b) Addictive Pole Fitness reserves the right to charge you for an Additional class pass if you:
 - (i) attend a Pole Fitness Class without paying the relevant Fee;
 - (ii) are Absent from a Pole Fitness Class.

7.4 REFUNDS

- (a) Generally, we do not provide refunds if you change your mind about a Booking. However, we understand that life happens. If you think you're entitled to a refund, please contact us via email explaining your circumstances and what Pole Fitness Classes you have booked, and we will assess your situation and determine whether you are entitled to a refund at our absolute discretion.
- (b) Nothing in this clause 7 is intended to limit or otherwise affect the operation of any of your rights which cannot be excluded under applicable law, including the *Competition and Consumer Act 2010* (Cth).

8 MEMBERSHIP ETIQUETTE

By creating a Booking you also agree to the following policies mandated by Addictive Pole Fitness:

- (a) Studio Rules
- (b) Health Screen Form Policy

- (c) Social Media Policy
- (d) Term of Use
- (e) Privacy Policy
- (f) Minor Policy
- (g) Class Specific Policies

9 PUBLISHING PHOTOS ONLINE OR ON SOCIAL MEDIA

Subject to your agreement of non-disparagement of us and the Pole Fitness Classes, you may publish general information about what you have learnt from the Pole Fitness Classes, online or on social media (or both), provided such information is general in nature and does not cover any of the actual content or information covered in the Pole Fitness Classes, any sensitive information shared by other participants in a Pole Fitness Class, or any photos or information about other members without their express consent. We ask that you please provide accreditation to us by reference or hashtag if you make such a publication. We reserve the right to require you to remove any such publications or remove any accreditation to us.

10 DATA SECURITY

While we will use our best efforts to ensure that your information, data or other electronic materials (**Data**) that is being backed-up or stored as part of the Pole Fitness Classes will be stored securely, we will not be liable for any unauthorised use, destruction, loss, damage or alteration to the Data, including due to hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.

11 THIRD PARTY SERVICES, CONTENT, TERMS AND WEBSITES

11.1 THIRD PARTY GOODS AND SERVICES

- (a) The Pole Fitness Classes may be powered by goods or services provided third parties (including third party platforms such as Mindbody) and therefore subject to the terms and conditions of those third parties. Your use of the Pole Fitness Classes is subject to any applicable third party terms and conditions and you agree to familiarise yourself with all applicable third party terms and conditions.
- (b) To the maximum extent permitted under applicable law and our agreements with any applicable third parties, we will not be liable for any acts or omissions of those third parties, including in relation to any fault or error of the Pole Fitness Classes or any issues experienced in Booking.

11.2 THIRD PARTY CONTENT

The Pole Fitness Classes may contain text, images, data and other content provided by a third party and displayed in the information provided through the Pole Fitness Classes (**Third Party Content**). We accept no responsibility for Third Party Content and make no representation, warranty or guarantee about the quality, suitability, accuracy, reliability, currency or completeness of Third Party Content.

11.3 LINKS TO OTHER WEBSITES

- (a) The Pole Fitness Classes may contain links to other websites that are not our responsibility. We have no control over the content of any linked websites, and we are not responsible for that content.
- (b) Inclusion of any linked website on the Pole Fitness Classes does not imply our approval or endorsement of the linked website.

12 SECURITY

We do not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Pole Fitness Classes. You should take your own precautions to ensure that the process that you employ for accessing the Pole Fitness Classes does not expose you to risk of viruses, malicious computer code or other forms of interference.

13 REPORTING MISUSE

If you become aware of misuse of the Pole Fitness Classes by any person, any errors in the material in the Pole Fitness Classes or any difficulty in accessing or using the Pole Fitness Classes, please contact us immediately using the contact details or form provided on our Website.

14 SERVICE LIMITATIONS

The Pole Fitness Classes is made available to you strictly on an 'as is' basis. Without limitation, you acknowledge and agree that we cannot and do not represent, warrant or guarantee that:

- (a) the Pole Fitness Classes will be free from errors or defects;
- (b) the Pole Fitness Classes will be accessible at all times;
- (c) information you receive or supply through the Pole Fitness Classes will be secure or confidential; or
- (d) any information provided through the Pole Fitness Classes is accurate or true.

15 NOTICES

- (a) A notice or other communication to a party under these terms must be:
 - (i) in writing and in English; and
 - (ii) delivered to the other party via email, to the email address most regularly used by the parties to correspond regarding the subject matter of these terms as at the date of these terms (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that the email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or

(ii) when replied to by the other party,
whichever is earlier.

16 RISK

- (a) Participating in the Activities involves the potential for injury and the Member is participating in any Activities at their own risk with knowledge of the dangers involved, including but not limited to, physical injury, muscle and ligament strains, illness, bruising, falls, injury through equipment failure, injury through impact during pole fitness participation and death (together, the **Risks**).
- (b) You acknowledge that there will be times where you will be unsupervised by any Addictive Pole Fitness personnel and agree to accept any risks of loss, injury, damage or death arising out of your unsupervised use of the Services, unless there is reckless disregard or gross negligence on Addictive Pole Fitness' behalf.
- (c) You will bear all risk of loss or destruction of, or damage to, any equipment and/or other property and/or people, including your child, arising out or contributed to by your participation in the Pole Fitness Classes.

17 LIABILITY

- (a) To the maximum extent permitted by applicable law, we limit all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to the Pole Fitness Classes, the Website, the Services these terms or any other goods or services provided by us provided by us to the value of the Fees (if any) paid for the Pole Fitness Classes. If no Fee has been paid, liability is excluded to the maximum extent permitted by applicable law.
- (b) All express or implied representations and warranties in relation to the Pole Fitness Classes, the Website, the Services these terms or any other goods or services provided by us are, to the maximum extent permitted by applicable law, excluded.
- (c) Nothing in these terms is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, you may be entitled to certain remedies (like a refund or replacement) if there is a failure with the goods or services we provide.
- (d) (**Indemnity**) You indemnify us and our employees and agents in respect of all liability for loss, damage or injury which is or may be suffered by any person arising from your or your representatives':
 - (i) breach of any of these terms;
 - (ii) use of the Pole Fitness Classes, the Website, the Services or any other goods or services provided by us; or
 - (iii) use of any other goods or services provided by us.
- (e) (**Consequential loss**) To the maximum extent permitted by law, under no circumstances will we be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with the Pole Fitness Classes, the Website or the Services, these terms or any other goods or services provided by us (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)).

18 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

19 TERMINATION

19.1 TERMINATING YOUR ACCOUNT

Subject to clause 7, you may terminate your Account at any time (whether you have accessed the Pole Fitness Classes or not).

19.2 TERMINATION FOR CONVENIENCE

We may, in our sole discretion, terminate your Account and these terms for convenience at any time by providing 7 days' written notice to you.

19.3 TERMINATION FOR CAUSE

Either party may immediately terminate these terms by written notice to the other party if:

- (a) the other party is in default or breach of these terms;
- (b) the other party is convicted, or any of the other party's personnel are convicted, of a criminal offence involving fraud or dishonesty or an offence which, in the opinion of the other party, affects the other party's obligations under these terms;
- (c) the other party or any of the other party's personnel conducts themselves in a way tending to bring them or the other party into disrepute; or
- (d) the other party or any of the other party's personnel has a conflict of interest that cannot be resolved to the satisfaction of the other party.

19.4 EFFECT OF TERMINATION

Upon termination of these terms:

- (a) your Account will be terminated, and you will no longer have access to your Account or the Pole Fitness Classes;
- (b) your data may be removed in accordance with their terms and conditions (accessible [here](#));
- (c) any Fees paid are non-refundable (except in accordance with clause 4); and

- (d) you must immediately deliver to us all property belonging to us and materials comprising or containing any of Our IP (as defined in clause 6.2(a)) which is in your care, custody or control, and you must thereafter destroy any copies you have of such materials.

19.5 SURVIVAL

Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of these terms will survive and be enforceable after such termination or expiry.

20 GENERAL

20.1 GOVERNING LAW AND JURISDICTION

These terms is governed by the law applying in Queensland, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with these terms. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

20.2 WAIVER

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

20.3 SEVERANCE

Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms is not limited or otherwise affected.

20.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

20.5 ASSIGNMENT

You cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party. We can assign the rights or novate these terms in whole or part without your consent, on notice which may be communicated electronically on the website or by email.

20.6 COSTS

Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

20.7 ENTIRE AGREEMENT

These terms embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these terms.

20.8 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(these terms)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word "includes" and similar words in any form is not a word of limitation; and
- (j) **(adverse interpretation)** no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.

By signing these terms and conditions and purchasing this membership, you agree to be personally bound by these terms and conditions, whether for yourself or on behalf of a minor, if you are registering on behalf of a minor. By clicking "I accept" and purchasing this membership, you represent and warrant that you are at least 18 years old, and if you are registering on behalf of a minor, that you are their legal guardian.

Your Full Name

Signature

____/____/____
Date