



## Terms and Conditions of Sale of CrossFit Urban Edge

Version dated 26 August 2021

### 1. General information

- 1.1 These Terms and Conditions of Sale are those of ACTIVE360 PTE LTD trading as CrossFit Urban Edge ("CFUE", "we" or "us"), a private company limited by shares, incorporated under the laws of Singapore, having its registered office at 12 Bukit Pasoh Road, 089826, registered with the Accounting and Corporate Regulatory Authority (ACRA) of Singapore under registration number 201611733M. Its contact email address is info@crossfiturbanedge.com. These General Terms and Conditions of Sale govern the sale of services available on the www.crossfiturbanedge.com webWebsite ("Website").

### 2. Acceptance

- 2.1 The purchase of any CFUE Services (hereafter the "Services") offered on the Website and/or via CFUE's intermediary host www.mindbodyonline.com ("Mindbody") including any mobile application(s) hosted by Mindbody is subject to these terms and conditions of sale ("T&C").
- 2.2 By purchasing any Service, you acknowledge and agree to be bound by these T&C. You also agree to comply with any and all guidelines, notices, instructions, operating rules and policies provided by us in connection with the purchase of Services, as may from time to time be amended. You are acknowledge that you shall be deemed to be aware of and bound by any revisions to such guidelines, notices, instructions, operating rules and policies on the Website.
- 2.3 CFUE may update these T&C at any time, and users of the Website are deemed to be aware of, and bound by, any such amendments to these T&C upon the publication of the revised T&C on the Website. You can view the currently applicable version of the T&C at any available on the Website. The T&C applicable at the time of your respective purchase of the Service i.e. at the time of the agreement of sale are those which are binding on you and deemed to be the T&C accepted by you. Further, by purchasing any Services, you are deemed to accept our Privacy Policy. You can view the applicable version of the Privacy Policy at any time available on our Website.

### 3. Services

- 3.1 Our Service offers and prices are valid as long as they remain visible on the Website, subject to availability. We reserve the right to change the Services offered on the Website at any time and without any prior notice.
- 3.2 The Website may be used to order and purchase a selection of Services from CFUE. You may also contact us by email at info@crossfiturbanedge.com to arrange an alternative method of purchase.
- 3.3 When purchasing a Service from the Website, you will be redirected to Mindbody, a third-party service provider host, to complete your purchase of the Service. Our Services can also be purchased by a mobile application offered by Mindbody.
- (a) You will be required to register a user account with us in order to place orders for any Services. If you are new to CFUE, you will be required to register a user account on the Website via Mindbody. This may require the submission of personal data.
- (b) We may suspend or close your user account and/or invalidate your username and/or password at our discretion without giving any reason or prior notice. We shall not be held liable or responsible for any losses suffered by you arising out of or in connection with such suspension, closure, prohibition, restriction or invalidation.

- (c) We are not liable in any way whatsoever for any loss or damage you may suffer as a result of the use of the Mindbody website in purchasing our Services.
- (d) We reserve the right to not accept any order placed by a customer at our discretion and without having to provide or allocate any reason to such rejection.

3.4 The prices of the Services are in **SGD**, inclusive of taxes. CFUE reserves the rights to amend the prices of the Services on the Website at any time and without any prior notice. The price payable in respect of Services you purchase shall be determined based on the price list posted on the Website and/or communicated to you at the time that your order is submitted, subject to the availability of the Services ordered at such time.

### 3.5 **Payment**

- (a) **Payment by credit card or debit card:** we accept payment by credit card, subject to additional credit card surcharges that will be applicable. Please contact us directly for the cards that are accepted or more information on the credit card surcharges.
- (b) **Payment by cash:** in certain circumstances you may also pay for the Service by cash. Please contact us directly for more information.
- (c) **Payment by bank transfer:** we also accept payment by bank transfer. Please contact us directly by email for more information.

## 4. **Early Termination of Services**

4.1 Only Services purchased for 6 months or 12 months ("**Package Services**") are available for early termination requests. For Package Services, refunds will only be accepted in the following circumstances:

- (a) you are required to move out of Singapore permanently; and
- (b) the early termination request is made after 1 month of the 6 months package and after 3 months of the 12 months package.

4.2 If your early termination request is accepted, you will be refunded a pro-rated amount for the remaining months of the Package Service, excluding any additional free promotional month(s). The refund will be based on the non-discounted price applicable at the time of purchase.

4.3 The refund amount will be paid to the bank account as nominated by you in writing. The time for you to receive the refund will vary depending on your bank and you acknowledge that this is beyond CFUE's control.

4.4 For monthly, weekly and single drop-in Services, refunds will not be accepted.

4.5 Early termination shall be subject to CFUE's sole discretion at all times.

## 5. **Suspension and transfer of Services**

5.1 Package Services are also eligible to be suspended upon written request, provided the suspension is for a minimum period of four (4) weeks.

5.2 For monthly, weekly and single drop-in Services, suspension requests will not be accepted.

5.3 You may not transfer the Services to another party at any time, unless otherwise authorized by CFUE.

5.4 Suspension and transfer requests shall be subject to CFUE's sole discretion at all times.

**6. Legal guarantees**

6.1 Subject to these T&C and applicable law, we will deliver a Service to you that is consistent with the agreement of sale, in that the Service will be as described and compliant with any applicable consumer laws.

6.2 Save as set out in this clause, and/or as may be required by applicable law, we shall not be liable to you for any defect in respect of any Service purchased by and delivered to you. You acknowledge and agree that the warranties set out in this clause are the sole and exclusive warranties provided by us in respect of such Service, and all implied or statutory warranties and all other warranties implied by law as to quality or fitness for a particular purpose, or otherwise arising from course of dealing or usage of trade or any other express or implied warranties or representations, are hereby expressly excluded, to the extent permitted by applicable law.

**7. Limitation of Liability**

7.1 In purchasing the Services you acknowledge and agree to our liability of waiver form applicable at the time of registration and purchase of the Services. You warrant and represent to us that in purchase the Services you are fit and suitable to receive the Services and undertake the activities of the Services.

7.2 We shall not be liable to you for:

(a) any indirect, consequential, special and punitive damages, or for any damages resulting from loss or interruption of business, lost data or lost profits, arising out of or relating to these T&C or any contract of sale formed between us and you, whether liability is based on contract, breach of warranty (express, limited or otherwise, or whether asserted in contract, tort (including negligence and strict Service liability) or otherwise, and irrespective of whether we have advised or been advised of the possibility of any such damages; or

(b) any losses suffered or incurred, whether directly or indirectly, arising out of or in connection with your use of any Service,

save where such liability arises out of our failure to comply with our obligations under these T&C or prescribed under applicable law.

7.3 Our limitation of liability shall be governed at all times by the waiver of liability form accepted by you upon the registration of a user account in order to purchase and use our Services.

7.4 Nothing in these T&C or any agreement of sale formed between us and you shall operate to limit or exclude our liability arising from any death or personal injury caused by our gross negligence.

**8. Assignment**

8.1 These T&C shall be binding upon and inure to the benefit of us and you, and any successors and permitted assigns of us and you. You may not assign or transfer any of your rights, benefits or obligations under these T&C without our prior written consent. No assignment shall relieve or discharge you of any of your obligations or liabilities hereunder, notwithstanding any voluntary assumption by the assignee of such obligations and liabilities.

**9. Cumulative Rights and Remedies**

9.1 Unless otherwise provided under these T&C, the provisions of these T&C, and our rights and remedies under these T&C, are cumulative and are without prejudice and in addition to any rights or remedies

we may have at law or in equity, and no exercise by us of any one right or remedy under these T&C, or at law or in equity, shall (save to the extent, if any, expressly provided for in these T&C or at law or in equity) operate so as to hinder or prevent our exercise of any other such right or remedy at law or in equity.

**10. Waiver**

10.1 No failure on our part to exercise, and no delay on our part in exercising, any right or remedy under these T&C will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof, or the exercise of any other right or remedy.

**11. Force Majeure**

11.1 We shall not be liable to you or be deemed to be in breach of these T&C by reason of any delay or failure in the performance of any of our obligations under these T&C if such delay or failure was due to a Force Majeure Event. We shall notify you of any delay or failure arising due to a Force Majeure Event.

11.2 For the purposes of this Article, "Force Majeure Event" means any event or circumstance, the occurrence and the effect of which we could not reasonably prevent or avoid, including but not limited to: acts of God; war, outbreak of hostilities, riot, civil disturbance, disorder or acts of terrorism; pandemic, epidemic or outbreak of infectious disease; the act of any government or authority (including refusal or revocation of any licence or consent); trade embargoes; fire, explosion or flood; general power failure, failure of telecommunications lines, failure or breakdown of plant, machinery or vehicles; shortage of raw materials and utilities of any kind; defaults of suppliers or sub-contractors for any reason whatsoever, where such delay is beyond the reasonable control of the sub-contractor or supplier concerned; and accident, theft, malicious damage, strike, lock-out or industrial action of any kind.

**12. Illegality and Severability**

12.1 In the event that any of the terms or conditions of these T&C shall be, or at any time shall become, invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not in any way affect or impair any other terms and conditions in these T&C, but these T&C shall be construed as if such invalid or illegal or unenforceable terms or conditions had never been contained herein.

**13. Partnership**

13.1 Neither we nor you shall, by virtue of these T&C, be deemed to be a partner or agent of any other party, nor shall anything contained herein be construed as creating a partnership, joint association or trust, it being agreed that each party will be responsible only for its obligations under these T&C, and neither party shall be authorised to represent or bind the other party to any other person.

**14. Third Party Rights**

14.1 Save as expressly provided for in these T&C, a person who or which is not a party to these T&C shall not have any right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any provision of these T&C.

**15. Entire Agreement**

15.1 These T&C supersede and cancel all previous agreements, warranties and undertakings, whether oral or written, express or implied, given or made by or between us and you, and constitutes the entire written agreement between us and you, in respect of the matters set out herein, and no other terms and conditions shall be included or implied.

**16. Governing Law and Dispute Resolution**

- 16.1 These T&C are governed and construed in accordance with the laws of Singapore.
- 16.2 In the event of any dispute arising out of or in connection with or in relation to the application or interpretation of these T&C, either party may by written notice to the other party, undertake to resolve any dispute amicably and in good faith by way of discussion which shall take place within ten (10) days after the receipt of the written notice, except where the parties agree to a different period.
- 16.3 In the event that the parties fail to resolve the dispute amicably within thirty (30) days after the commencement of the discussion, either party may refer such dispute to the courts of Singapore for resolution, and the parties agree to submit to the exclusive jurisdiction of the courts of Singapore in respect of such dispute.