chocoZAP Service Policy and Terms & Conditions of Use

Article 1 Scope of Application
1.1 This chocoZAP Service Policy and Terms & Conditions of Use (the "**Service Policy**") applies to all users (the "**Users**") who access and use the "chocoZAP" gym facilities and its related services (the "**Services**") operated by RIZAP MALAYSIA SDN. BHD. (the "**Company**") at its locations in Malaysia("**Malaysia**") (the "**Locations**").

1.2 The Company reserves the right to devise, add or amend any additional terms and conditions of use for its Services at each specific Location.

Article 2 Assumption of Risk and Responsibility for Own Well-being
2.1 In using the Services, all Users acknowledge that they have read, understood and agreed to this Service Policy and represent and confirm that they are in good health and physical condition and have no impairment, illness or medical condition that would prevent or make it medically unwise for them to engage in the Services.

2.2 All Users hereby acknowledge that:
(i) the Locations will generally be unstaffed and no supervision or assistance provided by onsite staff of the Company may be promptly available during the use of the Services; and
(ii) the Services include features that promote physical exercise, sport, and other activities that may cause injury and should not be construed as medical advice, diagnoses or treatment.

2.3 Users who experience any doubt in using the Services should always consult with their registered medical practitioners before using the Services. Users should never disregard professional medical advice or delay seeking the same because of any information provided at the Locations or by the Company.

2.4 All information provided by the Company is for education, promotion and/or informational purposes only and should not be considered as professional medical advice.

2.5 Each of the User agree that any User's reliance on any information made available through the Services by the Company, as well as its purchase and use of the Services, is a result of its informed decision and is undertaken solely at the User's own risk.

Article 3 Subscription for a Plan
3.1 All Users must subscribe for a Plan (as defined in Article 6 below) through a mobile utility or application (the "**Designated Application**") or a website (the "**Designated Website**") designated by the Company in order to use the Services.

3.2 Unless otherwise approved by the Company, all Users must be at least 18 years old and not more than 90 years old at the time of subscription.

Article 4 Eligibility for Services
4.1 The Services are only available to Users whose subscriptions have been accepted by the Company and remain valid at the time of using the Services.

4.2 Individuals who are under 18 years old or above 90 years old are not eligible for the Services.

4.3 The Company reserves the right to vary the scope of the Services available at the Locations and the start date of use of each User.

4.4 Minors using this Service must obtain prior consent from their parent or legal guardian and comply with any conditions prescribed by the Company. For elderly users, the Company may require reasonable measures such as confirmation of health status, restrictions on available facilities or usage times, from a safety assurance perspective.

Article 5 Entry by Designated Application with use of Bluetooth

5.1 The User may gain access to the Locations by the Designated Application with the use of the activated Bluetooth function on his or her smartphone with such Designated Application installed (the "**Mobile Device**") (the "**Bluetooth Access**") after his or her subscription is accepted.

5.2 The User shall tap the designated check-in interface in the Designated Application on his or her Mobile Device while holding such Mobile Device near the Bluetooth terminal / lock / designated zone at the entrance of the Locations to gain access to the relevant Locations and use the Services.

5.3 Each User's right to use the Services is personal to each member and is non-assignable and non-transferable. The Bluetooth Access is for each User's own use only and cannot be assigned, transferred or lent to others.

Article 6 Plan Fees and Plans

6.1 The subscription fee for the Services shall consist of a joining fee (for new Subscription and Resubscription of Monthly Plan and Annual Plan only, the "**Joining Fee**") and a Plan (as defined herein below) fee determined by the Company according to the Plan subscribed and the Locations chosen. The details of the Joining Fee and Plan fees shall be indicated on the Designated Application and/or the Designated Website.

6.2 The Plans that are available (as determined by the Company at its sole discretion, from time to time) are currently as follows:

(a) Annual Plan
(b) Monthly Plan
(c) Day Pass

(the above are hereinafter referred to individually as a "**Plan**" and collectively as the "**Plans**").

6.3

6.3.1 **Annual Plan**

The Plan fee for the Annual Plan (the "**Annual Fee**") shall fall due on the date of first subscription of the Annual Plan and subsequently, the anniversary of the date of commencement of the Annual Plan (collectively, the "**Annual Payment Due Date**"). Users who choose the Annual Plan (the "**Annual Plan Users**") shall pay the Annual Fee for each year on the Annual Payment Due Date in the manner as stipulated in the Designated Application and/or the Designated Website. The total amount payable by new Annual Plan Users at the time of their first subscription shall comprise the Joining Fee and the Annual Fee for the first year.

Unless otherwise provided in this Service Policy, upon expiry of an Annual Plan, it will be automatically and consecutively renewed on a year-to-year basis according to the Annual Fee in effect at the time being (which may be revised from time to time) unless the User has terminated the Services in the manner prescribed under Article 9.

6.3.2 **Monthly Plan**

The Plan fee for the Monthly Plan (the "**Monthly Fee**") shall fall due on the first day of each calendar month (the "**Monthly Payment Due Date**"). Users who choose the Monthly plan (the "**Monthly Plan Users**") shall pay the Monthly Fee for each calendar month on the Monthly Payment Due Date in the manner as stipulated in the Designated Application and/or the Designated Website. The total amount payable by new Monthly Plan Users at the time of their first subscription shall comprise the Joining Fee, the pro-rated Monthly Fee for the remaining calendar days of the month in which the Monthly Plan commences (including the commencement date), and the Monthly Fee for the following month. For the avoidance of doubt, should the Monthly Plan commencement date fall on the first day of the month, the total amount payable by such new Monthly Plan User upon initial registration shall comprise only the Joining Fee and the Monthly Fee for that month.

Unless otherwise provided in this Service Policy, upon expiry of a Monthly Plan, it will be automatically and consecutively renewed on a month-to-month basis according to the Monthly Fee in effect at the time being (which may be revised from time to time) unless the User has terminated the Services in the manner prescribed under Article 9.

6.3.3 **Day Pass**
The Plan fee for the Day Pass (the "**Day Pass Fee**") shall fall due at the time of subscription. Users who choose the Day Pass Plan (the "**Day Pass Users**") shall pay the Day Pass Fee at the time of subscription in the manner as stipulated in the Designated Application and/or the Designated Website. The Day Pass shall commence at the time of successful payment and shall remain valid for twenty-four (24) consecutive hours thereafter, after which the Day Pass shall automatically expire unless the User subscribes again.

6.4 The Company has the right to at any time adjust and revise the Plan fees (which is at the Company's sole and absolute discretion) by giving Users not less than ten (10) days' prior notice through emails, the Designated Application and/or the Designated Website as the Company considers appropriate. Such adjustment or revision shall be effective immediately upon the later of either the commencement date of the next billing period following the end of such prior notice period, or the expiry of the existing subscription term of the Users. Should the Users not agree to such adjustments or amendments, Users may terminate the Services by following the cancellation procedures set out in Article 9 before the adjusted or amended Plan fees become applicable. In such a case, the Company shall not charge the Users the adjusted or amended Plan fees.

6.5 Users shall, at their own responsibility, ensure that information concerning their registered payment method (bank account or credit card, etc.) remains current and accurate at all times, and that sufficient funds or a valid credit limit is available on the Annual Payment Due Date and/or Monthly Payment Due Date.

6.6 If an Annual Plan User and/or a Monthly Plan User fail to pay their Annual Fee and/or Monthly Fee in full on the Annual Payment Due Date and/or Monthly Payment Due Date (including cases where direct debit or credit card payments fail to process correctly), the Company reserves the right to refuse them access and use of the Services until and unless they pay all outstanding amounts. The Company reserves the right to seek recovery of any Annual Fee and/or Monthly Fee remaining unpaid for any Services rendered where such User shall be liable for any and all additional costs in relation to such recovery. Furthermore, on the 11th day, the Company may charge an additional late payment charge equal to fifteen percent (15%) of the outstanding amounts due to the Company if the Annual Fee and/or Monthly Fee is not paid within the 10 days grace period following the Annual Payment Due Date and/or Monthly Payment Due Date. This late payment charge reflects reasonable administrative and collection costs and shall be applied within the limits permitted by law.

Article 7 Terms and Conditions of Use
7.1 Except as otherwise provided in this Service Policy, Users shall comply with the following matters and agree, acknowledge and confirm that their use of the Services is conditional upon such compliance: -

(a) Users shall comply with the relevant terms and conditions/ user guides/ rules of use/ notice/ other guidelines as issued by the Company for the use of the facilities and equipment in the Locations;
(b) Users shall utilize the Services with due consideration for their own safety and that of other Users. While there is no obligation to change into specific clothing or footwear within the Locations, we recommend wearing appropriate and safe footwear or clothing. Users shall bear sole responsibility for any falls, injuries, or other accidents that may arise due to the type of footwear or clothing worn.
(c) Users are strictly prohibited from wearing shoes or clothing such as spiked trainers, which in our judgement may damage the premises or equipment within the Locations or cause a significant safety hazard.
(d) Users shall not bring and use their personal training equipment in the Locations.
(e) Users are prohibited from selling goods or engaging in profit-making acts, solicitation,political activities, acts of solicitation deemed to be related to religion, or other advertising activities at the Locations or in the vicinity of the Locations.
(f) Users are prohibited from providing personal training services to other Users or conduct other similar activities (whether for profit or not).
(g) Guests and visitors, unless subscribed for Plans or authorized by the Company in writing, are prohibited from accessing the Locations and using the Services.

(h) Users are prohibited from engaging in violent activities, sexual harassment, slander, harassment, invasion of privacy, anti-social behaviour or creating any other nuisance against other Users.
(i) Users are prohibited from bringing pets into the Locations.
(j) Users shall observe the continuous usage time limits when using the facilities and equipments, and shall not monopolize them for extended periods in a manner that unduly hinders other Users' access.
(k) Users shall manage their own belongings and valuables at their own risk. The Company shall not be liable for any loss, theft, or damage occurring within the Locations.
(l) Users shall endeavour to keep the facilities, equipment, and surrounding areas clean after use to ensure the next User can enjoy comfortable and safe usage.

7.2 Users shall comply with the following terms of use and precautions, as well as any guidelines displayed within the Designated Application or at the Locations, when using the facilities and equipment.

7.2.1 **Self-service beauty devices**
7.2.1.1 Users shall refrain from using the self-service beauty devices if they suffer or likely to suffer from the following diseases or subject to the following situations:

- Coronary-artery disease (heart disease), heart failure, aortic stenosis, dilated cardiomyopathy, aortic aneurysm, aortic dissection, Marfan syndrome, myocarditis, long Q-T syndrome, endocarditis, epicarditis, arrhythmias, irregular heartbeat, angina, chest pain, idiopathic dilated cardiomyopathy and use of pacemaker or implantable defibrillator; skin infection; skin with allergies, skin allergic to metals; facial melanosis, skin inflammation caused by excessive ultraviolet radiation; tumor; hypertension; malignant or diseased pigment;
- Have a history of infection or herpes simplex infection;
- AIDS/HIV;
- Cirrhosis;
- Hepatitis;
- Atopic dermatitis;
- Keloid constitution;
- Heat-contact urticaria;
- Contact dermatitis;
- Cold urticaria;
- Possible bleeding or internal bleeding;
- During period, lactation, pregnancy, possible pregnancy;
- Within 1 week before and after sunbathing;
- Within 6 months after surgery;
- Within 2 weeks after hair removal;
- Under the influence of alcohol and drugs;
- Severe physical weakness;
- After shaving;
- Abnormal skin condition, redness or itching;
- On areas with steel nails;
- Asthma;
- On tattooed areas; or
- On treatment with steroid medications.

7.2.1.2 Users are strongly advised to consult qualified medical professionals on the use of the self-service beauty devices and to heed to such advice of qualified medical professionals.
7.2.1.3 The self-service beauty devices are not intended to diagnose, treat, cure or prevent any disease or medical condition. Users should exercise their own judgement as to whether the devices will result in any implication on their body prior to using them. When Users are in doubt, they should first consult a medical professional for professional advice.
7.2.1.4 Before using the self-service beauty devices, Users shall take the following precautions:

- Please use the cream specified by the Company;
- Apply the cream specified by the Company to the palm of their hand, and touch the palm to confirm the temperature of the probe;
- Please avoid use on an empty stomach (suggestion: use the self-service beauty device 1 hour

after meals);

- Please do not use the self-service beauty devices when in poor physical condition;
- Please do not use self-service beauty devices on the following areas:
    - Mucosa, intraoral cavity, eyeball;
    - Near the heart;
    - Any body part that had undergone plastic surgery;
    - Knees, elbows and other joints
    - Wounds or areas that have just been depilated or sunbathed;
    - Sites with pain sensation and sensory impairment;
    - Any body part where there is metal, plastic, silicone or other material embedded.
- Please do not use the self-service beauty devices on areas where Users experience the following skin discomfort:
    - Inflamed areas such as acne and small pimples;
    - Areas of skin inflammation caused by cosmetics, etc.;
    - Sites with symptoms such as atopic dermatitis and eczema; or
    - Sites of pathological pigmentation due to itching, burning, physical irritation.
- Please remove all watches and precious metal accessories;
- Please do not apply highly volatile substances (nail remover, etc.) to application area;
- Please do not use more than one function at the same time;
- Read the user guides, manual and precautions placed next to the self-service beauty devices and published on the Designated Application, pay full attention to the use time and output power, and use it in accordance with the method as stipulated in the user manual.

7.2.1.5 When using the self-service beauty devices, Users shall observe the following rules:

- Should the self-care beauty device become abnormally hot, or if you notice any irregularities, cease use immediately;
- Do not use multiple functions simultaneously;
- Do not open the cover, disassemble, or modify any parts of the device;
- Do not use the device for other purposes other than its basic purpose;
- Do not place heavy objects on any part of the device;
- Do not get water on the main unit and the fuselage;
- Do not use the device with wet hands;
- Please pay full attention to avoid burns;
- Please use the cream specified by the Company and reapply when the cream dries out during use;
- Please make sure that the self-service beauty device head should be in close contact to the skin. Please do not focus the device onto a particular spot and move it during use.
- Please cut off the power supply immediately when finish using the self-service beauty device;
- Please stop using the self-service beauty device when thunderstorm occurs.
- Please do not use the self-service beauty device on the same part for more than 30 minutes.
- If the self-service beauty device is used for more than 1 hour, the power should be cut off and used again at intervals of about 10 minutes;
- Users shall not cause damage to the wire, or forcibly twist the wire;
- Users shall not pull or wrap the wires of the probe.

7.2.1.6 After using the self-service beauty device, Users understand and agree to the following:

- The effect of the self-service beauty device varies from person to person, depending on factors such as individual skin and physical conditions;
- After use, Users shall wipe off the cream on the self-service beauty device to keep the self-service beauty device clean;
- On the day after using the self-service beauty device, Users shall avoid baths, saunas, stone baths and other behaviors that will materially affect the body;
- The self-service beauty device can be used daily, but use on the same body part should be spaced one day apart;
- Users shall not wet the body of the self-service beauty device or its operation panel.

7.2.1.7 Users understand that they use the equipment at their own risk. The Company shall not be liable for any accidents or disputes arising from the use of the self-service beauty devices, to the extent permitted by laws and regulations.

7.2.2 **Electrical Muscle Stimulation ("EMS") device**

7.2.2.1 Users shall comply with the following terms and conditions when using the Electrical Muscle Stimulation ("**EMS**") device where applicable.

7.2.2.2 In connection with the use of the EMS device, Users are deemed to agree to the following:

- The long-term effects of chronic electrical stimulation are unknown and that all risks in relation to the use of the EMS device shall be solely borne by each of the Users;
- In the event of theft or destruction of the facilities, the Users may be liable for damage;
- The Company does not take responsibility for loss or damage of the Users' belongings. Any unattended items left behind will be held for three (3) days and then such items will be disposed of by the Company in any way it sees fit; and
- When the network is congested, the Wi-Fi speed at the Locations may be slow.

7.2.2.3 Before using the EMS device, Users must:

- Read and understand the user guides, manual, warnings, and precautions placed next to such devices and published on the Designated Application, and use it in accordance with the instructions as stipulated therein;
- Seek proper medical advice from a qualified medical professional to ensure safe and effective treatment;
- Make a reservation on the Designated Application in advance;
- Cancel a reservation on the Designated Application if not using;
- Determine the placement sites for the applicators (following their medical professional's instructions);
- Ensure the skin site to be clean and dry as dirty, flaky or oily skin will prevent applicators from adhering to the skin;
- Clean skin site with alcohol wipe or any designated cleaners prior to application;
- Ensure the applicators are tightly adhered to the skin site'
- Keep the machine away from electrical products, strong magnetic interference and flammable/explosive materials;
- Avoid being full and wait for at least one hour after eating before using the device;
- Trim excess body hair from the area with scissors if necessary; and
- Wash hands and dry them before handling applicators.

7.2.2.4 Users shall not use the EMS device under the following circumstances:

- If they suffer or suspect to suffer one or more of the following conditions: heart disease, high blood pressure, use of cardiac demand pacemakers, epilepsy, thyroid, malignant tumors, renal failure, thrombophlebitis, carotid sinus reflex, cancerous lesions, unknown otology, menstruating or pregnant uterus, sensory loss, skin irritation, muscle tension, stroke, brain injury;
- During pregnancy or lactation;
- If there is any implanted metal or electrical object inside their body, consult qualified medical professional before use;
- On broken or damaged skin; and
- Placing the applicators across their head, necks, close to their eyes or in their mouths.

7.2.2.5 When using the EMS device, Users shall take cautions of and comply with the following rules:

- Do not use the device on one area for more than 30 minutes;
- Use the device on a small patch of skin and start at a low energy level to see if any reaction develops and allow their body gradually adapt;
- Strictly abide by the user manual;
- Stimulation should not be applied over the carotid sinus nerves, particularly in patients with a known sensitivity to the carotid sinus reflex;
- Stimulation should not be applied over the head, neck or mouth as severe spasm of the laryngeal and pharyngeal muscles may occur and the contractions may be strong enough to close the airway or cause difficulty in breathing;
- Stimulation should not be applied across the thorax in that the introduction of electrical current into the heart may cause cardiac arrhythmias;
- Stimulation should not be applied transcerebrally;
- Stimulation should not be applied over swollen, infected, inflamed areas or skin eruptions, eg, phlebitis, thrombophlebitis, varicose veins etc.;
- Stimulation should not be applied over or in proximity to cancerous lesions;
- Use the EMS device only in the prescribed manner and for the prescribed reason;

- If the stimulation levels are uncomfortable or become uncomfortable, reduce the intensity (amplitude) to a comfortable level;
- Shall not immerse the stimulator unit in water or other liquids;
- The EMS device is for external use only;
- Use caution following recent surgical procedures when muscle contraction may disrupt the healing process;
- If there are any adverse reactions such as inflammation or burns beneath the applicators, stop using the EMS device and consult a qualified medical professional immediately; and
- Strictly adhere to the starting and finishing time of use.

7.2.2.6 After using the EMS device, Users shall observe the following matters: -

- Removal of applicators shall be slow and not be rushed;
- Return the applicators back into their original position;
- Wait for at least one hour before eating and drink more water.

7.2.2.7 Users understand that they use the equipment at their own risk. The Company is not responsible for any direct or indirect losses suffered by the Users in the following circumstances, to the extent permitted by laws and regulations:

- When the Users are injured or suffer any damages or loss in relation to the use of the EMS device;
- When the properties of the Users are damaged by the use of the EMS device;
- Any other circumstances for which the Company has no direct or indirect responsibility for the loss or damage suffered by the Users.

7.2.3 **Workout Area**

7.2.3.1 Users shall comply with the following terms and conditions when using the workout area.

7.2.3.2 In connection with the use of the workout area, Users are deemed to agree to the following:

- In the event of theft or destruction of the facilities, the Users may be liable for damage;
- The Company does not take responsibility for loss or damage of the Users' belongings. Any unattended items left behind will be held for three (3) days and then such items will be disposed of by the Company in any way it sees fit;
- When the network is congested, the Wi-Fi speed at the Locations may be slow; and
- Prior to using, the Users shall read the user guides, manual and precautions placed at or around the relevant facilities and published on the Designated Application, and use it in accordance with the instructions as stipulated therein

7.2.3.3 When using the workout area, Users shall observe the following matters:

- Please disinfect and clean the equipment (e.g., table, pad, table, mat) after use, and put them back in its original position;
- Please do not use for purposes other than workout;
- Please refrain from smoking or eating in the workout area;
- Please take away items other than those equipped at the Locations;
- Please only use the socket as provided;
- Please strictly abide by any rules of use and etiquette as stipulated by the Company from time to time;
- Please do not cause annoyance such as making noise;
- Please wear headphones when playing music and videos;
- Please make a reservation on the Designated Application in advance;
- Please cancel a reservation on the Designated Application;
- Please strictly adhere to the starting and finishing time of use.

7.2.3.4 Users understand that they use the equipment at their own risk. The Company shall not be liable for any accident or dispute arising from the use of the workout area, to the extent permitted by laws and regulations.

7.2.4 **Exercise Bike**

7.2.4.1 Users shall comply with the following terms and conditions when using an exercise bike.

7.2.4.2 Before using an exercise bike, Users are deemed to agree to the following:

- In the event of theft or destruction of the exercise bike, the Users may be liable for damages;
- The Company does not take responsibility for loss or damage of the Users' belongings. Any unattended items left behind will be held for three (3) days and then such items will be disposed

of by the Company in any way it sees fit;
- When the network is congested, the Wi-Fi speed at the Locations may be slow; and
- Prior to using the device, the Users shall read the user guides, manual and precautions placed next to such device and published on the Designated Application, and use it in accordance with the instructions as stipulated therein.

7.2.4.3 When using an exercise bike, Users shall observe the following matters:
- Please disinfect and clean the exercise bike before and after use;
- Please do not use for purposes other than those intended for the exercise bike;
- Please refrain from smoking or eating on an exercise bike;
- Please take away items other than those equipped in the Locations;
- Please strictly abide by this Article and any rules of Use and etiquette as stipulated by the Company from time to time;
- Please do not cause annoyance such as making noise;
- Please wear headphones when playing music and videos.

7.2.4.4 Users understand that they use the equipment at their own risk. The Company shall not be liable for any accident or dispute arising from the use of the exercise bike, to the extent permitted by laws and regulations.

7.2.5 **Massage Chair**

7.2.5.1 Users shall comply with the following terms and conditions when using the massage chair.

7.2.5.2 Please do not use the massage chair in the following circumstances:
- Those who are prohibited from massaging by a doctor;
- Those who are receiving treatment from a doctor or have the following conditions:
- Those who use implantable medical electronic devices that are susceptible to electromagnetic interference, such as pacemakers;
- Malignant tumors;
- Heart disease;
- Pregnant women or those who have recently given birth;
- Those who suffer from diabetes and other diseases that cause high peripheral circulatory system lesions and have sensory disorders;
- Those who have wounds on the skin;
- Those who are in need of rest;
- Those with a fever with a body temperature of 38°C or higher;
- Those with acute inflammatory symptoms such as fatigue, chills, and changes in blood pressure are severe or when the body is weak;
- Those suffering from acute diseases such as osteoporosis, spinal fractures, sprains, muscle strains, etc.;
- Those with spinal abnormalities and curvature of the spine;
- Those with previously treated sites or diseased areas;
- Those with tenosynovitis;
- Those who are undergoing any medical treatment.

7.2.5.3 Before using the massage chair, Users are deemed to agree to the following:
- In the event of theft or destruction of the massage chair, the member may be liable for damages;
- The Company does not take responsibility for loss or damage of the Users' belongings. Any unattended items left behind will be held for three (3) days and then such items will be disposed of by the Company in any way it sees fit; and
- Prior to using the massage chair, the Users shall read the user guides, manual and precautions placed next to such massage chair and published on the Designated Application, and use it in accordance with the instructions as stipulated therein

7.2.5.4 Please observe the following when using the massage chair:
- Please disinfect and clean the massage chair before and after use, and put the spare parts back in place;
- Please do not use for purposes other than massaging;
- Please do not smoke or eat on the massage chair;
- Please take away items other than those equipped at the Locations;
- Please remove their shoes;
- Please strictly observe this Article and any rules of use and etiquette as stipulated by the

Company from time to time;

- Please do not cause annoyance such as making noise;
- Please wear headphones when playing music and videos;
- Please stop using the massage chair if thunderstorm occurs;
- Please make a reservation on the Designated Application in advance;
- Please cancel a reservation on the Designated Application;
- Please strictly adhere to the starting and finishing time of use.

7.2.5.5 Users understand that they use the equipment at their own risk. The Company shall not be liable for any accident or dispute arising from the use of the massage chair, to the extent permitted by laws and regulations.

7.2.6 **White Tanning Machine**

7.2.6.1 Users shall comply with the following terms and conditions when using a white tanning machine where applicable.

7.2.6.2 In connection with the use of the white tanning machine, Users are deemed to agree to the following:

- In the event of theft or destruction of the white tanning machine, the Users may be liable for damages;
- The Company does not take responsibility for loss or damage of the Users' belongings. Any unattended items left behind will be held for three (3) days and then such items will be disposed of by the Company in any way it sees fit; and
- When the network is congested, the Wi-Fi speed at the Locations may be slow.

7.2.6.3 Before using the white tanning machine, Users must: -

- Read and understand the user guides, manual, warnings, and precautions placed next to such machine and published on the Designated Application, and use it in accordance with the instructions as stipulated therein;
- Seek proper medical advice from a qualified medical professional to ensure safe and effective treatment;
- Make a reservation on the Designated Application in advance;
- Cancel a reservation on the Designated Application of not using the facility;
- Check the machine carefully to ensure it is under good working conditions;
- If there is any implanted metal or electrical object inside their body, consult qualified medical professional before use;
- Remove cosmetics well in advance of exposure and do not apply any sunscreens; and
- Maintain a regular lifestyle, do proper exercise, eat light meals (avoid spicy and stimulating foods).

7.2.6.4 Users shall not use the white tanning machine under the following circumstances: -

- When the timer of the machine is faulty;
- When the airhose of the machine is not connected;
- When one of the filters of the facials of the machine is broken or removed;
- If one or all of the acrylics of the machine are broken or removed;
- If they are subject to reduced physical, sensory or mental capabilities;
- If they are suffering from any form of skin allergies;
- If they have sunbathed on the same day;
- If they have taken medicines or applied cosmetics or sunscreen;
- If they burn without tanning when exposed to the sun, suffer from sunburn, suffer from or previously suffer from skin cancer or predisposed to skin cancer; and
- If they are under medical care for diseases that involve photosensitivity or receive photosensitivity medications.

7.2.6.5 When using the white tanning machine, Users shall take cautions of and comply with the following rules:

- Do not spray water on the machine;
- Keep the machine away from electrical products, strong magnetic interference and flammable/explosive materials;
- Direct eye contact with any type of light emitted by the machine is prohibited, blue light in particular can damage their eyesight;
- Use the machine on a small patch of skin and start at a low energy level to see if any reaction

develops and allow their body gradually adapt;

- If experience any discomfort, stop using the machine immediately and consult qualified medical professional;
- Always protect their eyes from visible and infrared radiation, use the protective sunglasses provided;
- Follow the recommendations of their qualified medical professional concerning exposure duration and exposure intervals;
- Ultraviolet radiation from the sun or UV-machines can cause injury to skin or eyes. These biological effects depend upon the quality and the quantity of the radiation as well as the skin sensitivity of the individual;
- The skin may develop sunburn after an excessive exposure. Excessively repeated exposure to ultraviolet radiation from the sun or the machine may lead to premature ageing of the skin as well as increased risk of development of skin tumors; and
- The unprotected eye may develop surface inflammation, and in some cases, damage may occur to the retina after excessive exposure. Cataracts may develop after may repeated exposures.

7.2.6.6 After using the white tanning machine, Users shall observe the following matters:

- Seek medical advice if persistent lumps, sores or pigmented moles develop on the skin; and
- If unexpected side effects, such as itching, occur within 48 hours of the first session of using a UV appliance, medical advice should be sought prior to further UV exposure.

7.2.6.7 Users understand that they use the equipment at their own risk. The Company is not responsible for any direct or indirect losses suffered by the Users in the following circumstances, to the extent permitted by laws and regulations:

- When the Users are injured by the white tanning machine;
- When the belongings of the Users are damaged by the white tanning machine;
- Any other circumstances for which the Company is not direct or indirectly responsible for the loss or damage suffered by the Users.

7.2.7 **Pelvic Support / Muscle Vibrator / Foot Massage Devices**

Users shall not use pelvic support devices, muscle vibration devices, foot massage devices, or similar equipment if they are in poor physical condition, pregnant, or otherwise advised by a medical professional to refrain from such use. Users shall immediately cease use if they experience pain, discomfort, or any abnormal condition. After use, Users shall disinfect and clean the contact surfaces to maintain hygiene.

7.2.8 **Washing and Drying Machines**

Users shall promptly remove their laundry upon completion of washing or drying. The Company shall not be responsible for storage of unattended laundry and reserves the right to dispose of such items after a reasonable period. The Company shall not be liable for shrinkage, discoloration, loss, theft, or damage to clothing arising from use of the washing or drying machines. Users shall ensure that pockets are emptied before use.

7.2.9 **Charging Spots and Workspaces**

Users shall not leave their devices or valuables unattended at charging spots or workspaces. The Company shall not be liable for any theft or loss. Users shall ensure that phone calls, online meetings, or other activities conducted within workspaces do not disturb other Users. The use of charging spots does not guarantee battery performance or charging speed.

7.2.10 **Water Dispensers, Hand Dryers and Vending Machines**

Users shall use water dispensers, hand dryers and vending machines in a hygienic manner and shall not leave waste behind. The Company shall not be responsible for defects or disputes relating to products purchased from vending machines, and Users shall contact the operator indicated on the machine directly. Water dispensers shall not be used for bulk water collection or commercial purposes.

Article 8 Termination of Services by the Company

8.1 The Company may cease providing the Services to a User and immediately terminate the contractual relationship without notice in any one or more of the following circumstances, where the nature of the situation is such that urgency or seriousness is involved:

(a) a breach of any provisions of this Service Policy and any supplementary rules;

(b) where there is a realistic risk to the safety or health of the User or a third party due to poor health, the influence of alcohol or drugs, or other reasons;
(c) failure to fulfil payment obligations even after the grace period has expired;
(d) unauthorised entry, aiding unauthorised access by non-users, misuse of facilities or equipment, violent behaviour, sexual harassment, defamation, or other serious disruptive conduct; and
(e) acts that significantly harm the safety, health, rights, or reputation of the Company or others.

8.2 Unless otherwise provided herein, the Company shall have the right to terminate the Services without cause by giving: (a) in the case of an Annual Plan, at least one (1) month's prior notice; (b) in the case of a Monthly Plan, at least one (1) week's prior notice ; and (c) in the case of a Day Pass, with immediate effect. The Company shall refund the relevant amount of Annual Plan and/or Monthly Fee (if applicable) already paid by the Annual Plan and/or Monthly Plan User on a pro rata basis. The Joining Fee shall not be refunded.

8.3 If the Company is delayed in giving such notice due to force majeure, the Company shall not be liable for such delay.

Article 9 Termination of Services by the User
9.1 An Annual Plan Users may terminate his or her subscription to Services by giving notice through the Designated Application only and not by any other means such as telephone, e-mail or fax. Annual Plan Such notice must be given not less than one (1) month prior to the anniversary of the date of commencement of the Annual Plan. The termination shall take effect immediately upon the expiry of the then-current Annual Plan term (the "**Annual Plan Termination Date**"). For the avoidance of doubt, if the Annual Plan Termination Date fails to give such notice within the required period, the Annual Plan to be automatically renewed in accordance with Article 6.4. No refund of any Joining Fee and/or Annual Fee paid shall be made upon termination of the Annual Plan.

9.2 A Monthly Plan User may terminate his or her subscription of Services by giving notice through the Designated Application only but not by any other means such as telephone, e-mail or fax. Such notice must be given not less than one (1) month prior to the intended date of termination of the Services (the "**Monthly Plan Termination Date**"). The Monthly Plan User shall remain liable for all Monthly Fee incurred up to the Monthly Plan Termination Date.
If the Monthly Plan Termination Date for new Monthly Plan User falls on any date prior to the last day of the following month of the month of his/her first subscription, the new Monthly Plan User shall not be entitled to any refund of the Joining Fee and/or Monthly Fee paid (or any part thereof).

9.3 The Day Pass shall automatically expire seven (7) days after the time of successful payment. Users of the Day Pass may discontinue use of the Services at any time within such period, but no refund of any Day Pass Fee shall be provided.

Article 10 Notification of Changes
10.1 In the event of any change to the User's registered particulars, the User must make a change notification without any delay through the Designated Application or on the Designated Website.

10.2 Should notifications from the Company fail to reach the User due to the User's failure to make timely changes, the Company shall bear no responsibility, and any disadvantage shall be borne by the User. Notices sent by the Company to the Users will be sent via the Designated Application or the e-mail, or by any other method we deem reasonable.

Article 11 Disqualification
Should a User become subject to a petition for the commencement of bankruptcy proceedings, or fail to pay the Plan fees even after the expiry of the 10-day grace period, the Company may suspend or terminate the User's eligibility to be registered for the Services.

Article 12 Restrictions on Services
12.1 Users understand and agree that, due to congestion or safety reasons, entry restrictions, reservation

systems or other reasonable measures may be implemented during specific periods, and that the Services may not always be immediately available.

12.2 The Company reserves its rights to close the Locations or facility temporarily, or decline provision of all or part of the Services, or cancel any booking Users have made, at any time without prior notice or compensation for any reasons whatsoever including but not limited to:

(a) When the maximum crowd capacity limit of the Locations is reached;
(b) When the Company deems it difficult to operate due to weather, disasters, etc.;
(c) When maintaining, repairing, or modifying facilities;
(d) Compliance with applicable laws and regulations and orders from the applicable authorities;
(e) Prevention of crimes or accidents; and
(f) Any other health or safety reasons that the Company may deem fit in given circumstances.

12.3 In the case of the preceding paragraph, the Company will use its commercially reasonably efforts to notify Users in advance through the Designated Website and/or Designated Application.

Article 13 Changes to Services

13.1 All Locations and Services are operated on a self-serving and self-help basis and will generally be open for use without any onsite staff, except for certain periods from time to time to be solely and absolutely determined by the Company out of its, among others, internal operational needs.

13.2 All Locations and Services, including but not limited to their availability, operation hours, and offerings may be changed, suspended or terminated without prior notice and compensation to the Users for operational, maintenance, legal compliance, safety or other reasonable reasons. In such cases, the Company shall use commercially reasonable efforts to provide advance notice.

Article 14 Closed-circuit television ("CCTV") surveillance

14.1 Each User acknowledges and accepts that CCTV surveillance cameras may be installed and operated for 24 hours a day in the Locations for the purpose of security, crime prevention, facility management, and ensuring safety.

14.2 CCTV footage obtained and any related personal data shall be appropriately collected, used, stored, and managed in compliance with the Personal Data Protection Act 2010 of Malaysia and other applicable laws and regulations, and in accordance with our Privacy Policy. Except where permitted by law, such footage shall be used solely for the aforementioned purposes.

Article 15 Representations and Warranties of the User

The Users represent and warrant that, at the time of subscription and throughout the period of using the Services, they comply with the following:

(1) They are aged 18 or over;
(2) They are in good health;
(3) They understand how to use the equipment and the Services and will follow instructions, manuals, and this Service Policy;
(4) The information provided to the Company is true and accurate, and they will update it promptly if any changes occur;
(5) They will comply with laws and regulations, this Service Policy, and the rules at the Locations.

Article 16 Waiver, Release, Disclaimer, Limitation of Liabilities

16.1 In consideration of gaining access to the Locations and using the Services, to the fullest extent allowed by law, each User hereby waives, releases and forever discharge the Company and any of its subsidiaries and their respective officers, employees, agents, affiliates, representatives, executors, contractors and services providers from any and all responsibilities or liabilities arising out of any loss, damage or injury incurred or suffered by the User at any time in relation or incidental to the User's access to the Locations or use of the Services.

16.2 Users confirm that they are fully aware of and understand, agree and accept that:

(a) there are natural hazards and risks connected to the Services (including but not limited to the

carrying out of workout, fitness training, sports and physical activities, beauty services and use of relevant facility, equipment and devices, where applicable) and the Users shall be solely and fully responsible for all such hazards and risks and all their consequence;

(b) the aforesaid natural hazards and risks may include but are not limited to abnormal blood pressure, syncope, cardiomyopathies, heart disorders and heart attack, dehydration, musculoskeletal disorders (including bones fractures, bruises, joint dislocations, sprains and strains, soft-tissue injuries), skin irritation or dermatitis, headaches, respiratory problems, sunburn, skin cancer and any other chronic health effects, and any other accidents and incidents that may occur within the Locations;

(c) use of all facilities, equipment and devices in relation to the Services improperly or beyond one's physical limit may result in serious harm, injury or death;

(d) as the Locations are operated on a self-service basis and will generally be accessible to the Users without presence of any onsite staff of the Company, the Users shall at all times be solely, fully and ultimately responsible for their own exposure to such risks, and for their own safety, well-being and that of other Users.

(e) The Company makes no guarantees concerning the level of success each User may experience, and each User shall accept the risk that results will differ for each individual. The Users further acknowledge that all customers' interviews and comments, testimonials and/or any other examples or precedents illustrated with regard to the Services are exceptional results, which do not apply to an average normal person, and are not intended to represent or guarantee that anyone will achieve the same or similar results as illustrated. There is no assurance that examples of prior fitness results can be duplicated or reproduced in the future. The Company cannot guarantee each User's future results and/or any success in achieving its intended fitness goals or plans in using the Services, nor can the Company guarantee that each User shall maintain such results it experiences if it ceases using the Services. Each User agrees that the Company is not liable for any success or failure of its physique that is directly or indirectly related to the purchase and use of the Services.

16.3 The Users acknowledge to take the following into consideration in accessing the Locations and/or using the Services:

(a) To undergo proper warm-up exercises, including aerobic and stretching activities, prior to using the Services (in particular relating to physical training);

(b) To avoid blindly following fitness program of other individuals without objectively considering each individual User's own circumstances;

(c) To commence training at lesser intensity and only to build up gradually; and to seek proper consultation from qualified individuals if required;

(d) To use appropriate techniques in using the relevant equipment; and

(e) To seek assistance or emergency help when necessary.

16.4 To the fullest extent permitted by law, the Company shall not in any event be responsible and liable for any damages, losses, theft or injury, etc. as a direct or indirect result of using the Service, except in case of fraud and gross negligence of the Company. In any event, no claim shall be brought unless the Company receives from such User prior to the first (1st) anniversary of the date of the service agreement between such User and the Company a written notice containing such reasonable details as are then available of the matter giving rise to the claim.

16.5 In the event the Company is liable to such User for monetary damages, such maximum liability of the Company will not exceed the contractual amount paid by such User to the Company.

16.6 The disclaimers and limitations of liability under this clause shall only be effective to the extent permitted by applicable laws and regulations.

Article 17 Indemnification

17.1 Each User agrees to defend, fully indemnify, keep indemnified and hold at all times harmless the Company against any loss, damage or expense incurred or suffered by the Company or any third parties by reason of any claim or liability based upon death, personal injury, loss or damage arising out of or as a result of the use of the facilities, equipment or devices in the Locations and/or the acts, omissions,

negligence, recklessness, default of, and/or breach of this Service Policy by the User. However, damages arising from our wilful misconduct or gross negligence shall not be covered by the compensation obligations under this clause.

17.2 The User due to the negligence or breach of such Service Policy shall be responsible and liable to meet the cost of repairing any damage caused to the facilities, equipment or devices in the Locations, and restating or replacing any equipment, apparatus, fitting, or other property damaged and destroyed (fair wear and tear excepted), stolen or removed during the use of the Services.

17.3 Each User agrees to indemnify the Company for all losses, damages or expenses (including but not limited to legal costs) incurred by the Company or any third parties (including but not limited to the shareholders and subsidiaries of the Company and other Users) in connection with the enforcement of such Service Policy by the Company against the User.

Article 18 Application Malfunctions
18.1 The Designated Application provided by the Company is an essential element for using the Services. It may become temporarily unavailable due to communication failures, system failures, maintenance work, the impact of third-party services, or other reasons beyond the Company's reasonable control.

18.2 Users hereby acknowledge and agree that, due to such reasons, all or part of the Services (including entry, notifications, cancellation procedures, and the use of benefits) may be temporarily unavailable. Should such malfunctions occur, the Company shall endeavour to restore the Services promptly within commercially reasonable limits.

Article 19 Amendment of the Service Policy
19.1 The Company shall have the right to amend this Service Policy at any time.

19.2 The Company shall publish any amendments and their effective dates via Designated Applications and/or the Designated Website, and shall take effect on the date specified therein. Where the amendments materially affect Users' rights or obligations, the Company may provide prior notice via the Designated Application, email, or other reasonable means. Continued use of the Services after the effective date shall be deemed as acceptance of the amendments.

Article 20 Jurisdiction
20.1 This Policy is governed by the laws of Malaysia.

20.2 In the event of any disputes between the Company and the Users, the Malaysia courts shall have the exclusive jurisdiction over them.

Article 21 Discount coupon codes
21.1 A coupon code means a discount code issued in accordance with the standards prescribed by the Company, and the Users can enjoy a discount from the price according to the amount specified in each coupon code (the "**Discount Amount**") in accordance with the procedures and conditions prescribed by the Company. Also, coupon codes cannot be used for any Day Pass. Coupon codes are subject to expiry date as prescribed by the Company in its sole and absolute discretion. Each coupon code can only be redeemed once, and used coupon code will no longer be valid after use. Each transaction can only use one coupon code. However, the coupon codes discount can be used in conjunction with the "Gym Referral Program". Coupon code cannot be applied retrospectively if it was not used at the time of purchase Coupon codes cannot be used for orders or purchases that have already been completed.

21.2 If a User loses a coupon code, the Company will not refund or reissue a new coupon code. When a User returns the purchased goods or services, the coupon code will be regarded as used and cannot be used again.
If the payable amount exceeds the Discounted Amount, the User shall pay such outstanding difference to the Company in the manner as prescribed in the Designated Application and/or Designated Website. In the event any contractual relationship between the Company and the User is terminated, the Company will not refund the Discounted Amount by cash or reissue any new coupon code and the User will not be

entitled to any monies or any other compensation. Alternatively, if the payable price is lower than the Discount Amount, any outstanding Discount Amount not being applied to the payment of payable price will be forfeited by the User and the User will not be entitled to any monies, refund, new coupon codes or any other compensation.

21.3 The coupon codes can only be applied to the cost of goods and Services of the Company, but not any other costs incidental to the Services (including but not limited to shipping fees). All coupon codes cannot be exchanged for cash.

21.4 The conditions for issuing codes, conditions for application, validity period, and other details shall be separately determined by the Company and published on the designated website or Designated Application, etc.

Article 22 Gym Referral Program

22.1 Subject to the prevailing terms and conditions and availability as determined by the Company in its sole and absolute discretion, Annual Plan Users and/or Monthly Plan Users may enjoy discount off their Annual Fee and/or Monthly Fee (as the case may be) if they introduce a new individual user (who has not joined any Plan before) to a Plan (the "**Gym Referral Program**").

22.2 The terms and conditions of this Gym Referral Program, discount details, applicable period, and other particulars shall be separately determined by the Company and published from time to time on Designated Websites or Designated Applications, etc..

Article 23 Subscription Benefits

23.1 First-time registered users may be eligible to receive registration benefits. Benefits may be delivered or collected in-store.

23.2 To the extent permitted by laws and regulations, the Company exclude any warranty regarding such benefits and shall not be liable for any loss or damage. Should a defect occur, the benefit may be eligible for repair or replacement in accordance with the manufacturer's warranty terms. Warranty claims must be submitted via the Designated Application, and the User shall bear the cost of return shipping.

23.3 Data synchronisation ceases upon service termination; however, benefits need not be returned. Details regarding the content, provision method, and conditions of registration benefits shall be published on the Designated Application or Designated Website, etc.

Article 24 Prohibition of Resale and Unauthorised Use

24.1 Users are strictly prohibited from reselling, assigning or providing to any third party, directly or indirectly through second-hand trading websites, any item or rights provided by the Company, including but not limited to the Bluetooth Access, coupons and the Subscription Benefits.

24.2 Should the Company detect any fraudulent acquisition, duplicate use, unauthorised transfer, resale, or other fraudulent activity concerning coupons, referral programmes, benefits, Bluetooth Access or any rights granted under this Service Policy, the Company reserves the right, at its sole discretion, to cancel the relevant benefit, demand reimbursement of any loss or difference, suspend or terminate the User's subscription, and/or take any other account measures as it deems appropriate.

Article 25 Resubscription

25.1 Except as expressly provided herein, and save for Users whose Services were terminated by the Company pursuant to Article 8 or who have any outstanding unpaid Plan fees or other liabilities owed to the Company, Users may resubscribe for the Plans through the Designated Application or the Designated Website (the "**Resubscription**").

25.2 Resubscription Users will be charged the Joining Fee again upon Resubscription and will not be eligible for the initial discount or benefits.

Article 26 Force Majeure

Force majeure means natural disasters, fire, flood, epidemic, government orders, war, riots, or other causes beyond the reasonable control of the Company. If force majeure continues for a certain period, the Company shall make commercially reasonable efforts to provide notice and take mitigation measures.

Article 27 General

27.1 Any related terms and conditions, user guides, usage rules, notices, or other guidelines issued separately by the Company form part of this Service Policy.

27.2 In the event of any conflict between this Service Policy and any supplementary regulations, this Service Policy shall prevail.

27.3 Users are not allowed to assign, transfer, convey, licence or otherwise dispose of its subscriptions or all or any of their rights and obligations under such Service Policy.

27.4 No failure or delay by the Company in exercising any right under this Service Policy shall operate as a waiver of such right.

27.5 If any provision of this Service Policy is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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