

## FitLife Lifestyle Membership Terms & Conditions

### 1. Our contract with you

1.1 What these terms cover. These terms and conditions apply to your Fitlife Lifestyle membership with Fitlife Challenge Ltd (us, we) and our supply of the FitLife Challenges (the Services) to you (the Contract).

1.2 Why you should read them. Please read these terms carefully before you submit your application for membership to us. These terms tell you who we are, how we will provide the Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

### 2. Information about us and how to contact us

2.1 Who we are. We are Fitlife Challenge Ltd, a company registered in Mauritius. Our company registration number is C160436 and our registered office is at 54 Avenue Corps de Garde, Black Rock, Tamarin, Mauritius. Our VAT business registration number is C18160136.

2.2 How to contact us. You can contact us by telephone on (230) 5849 7245 or by sending an email to [grant@fitlife.mu](mailto:grant@fitlife.mu).

2.3 How we may contact you. If we have to contact you we will do so by telephone or by email at the email address you provided to us in your application.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

### 3. Our contract with you

3.1 Our contract. These terms and conditions (Terms) apply to the application by you and supply of Services by us to you (Contract). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3.2 Entire agreement. The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

### 4. Making an application and its acceptance

4.1 Submitting an application. Please follow the onscreen prompts to make an application for membership. You may only make an application using the method set out on our website at [www.fitlife.mu](http://www.fitlife.mu). You have two weeks to submit your application for timeslots section before the Services are made available to the general public.

4.2 Correcting input errors. Our application process allows you to check and amend any errors before submitting your application to us. Please check the application carefully before confirming it. You are responsible for ensuring that your application is complete and accurate.

4.3 Acknowledgement receipt of your application. After you make your application, you will receive an email from us acknowledging that we have received your application. Please note that an email acknowledgement does not mean that your application has been processed and accepted. Our acceptance of your booking will take place as described in clause 4.4.

4.4 Accepting your application. Our acceptance of your application will take place when we send an email confirming the acceptance of your application (Membership Confirmation), at which point the Contract will come into existence between you and us. The Contract will relate only to those Services confirmed in your Membership Confirmation.

4.5 If we cannot accept your application. If we are unable to accept your application, we will inform you of this in writing and will not process your application or charge you for the Services.

## 5. Services

5.1 Services. We offer four categories of packages (Packages) for the Services:

(a) Silver Package. The Silver Package allows you to participate in two group training sessions per week and in all 5 Fitlife Challenges scheduled in any calendar year.

(b) Silver PLUS Xtra-Fit Package. The Silver PLUS Xtra-Fit Package allows you to participate in two group training sessions per week, and in all 5 Fitlife Challenges scheduled in any calendar year, and to our Xtra-Fit add-on.

(c) Gold Package. The Gold Package allows you to participate in three group training sessions per week and in all 5 Fitlife Challenges scheduled in any calendar year

(d) Gold PLUS Package. The Gold PLUS Package allows you to participate in three group training sessions per week, and in all 5 Fitlife Challenges scheduled in any calendar year, and to our Xtra-Fit add-on.

5.2 Xtra-fit add-on. The Xtra-fit add-on is available at an additional cost of Rs 6,000 in the Silver PLUS package and the Gold PLUS Package. The Xtra-fit add-on allows you to participate in two group training sessions at our classes in Black River, Grand Baie, Curepipe or Moka for a duration of two weeks to keep fit in between the Fitlife Challenges.

## 6. Duration of the services

6.1 When we will provide the services. We will supply the Services to you from the date set out in the Membership Confirmation until we have completed the Services. The estimated completion date for the Services is as told to you during the application process.

6.2 We are not responsible for delays outside our control. If our performance of the Services is affected by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Services you have paid for but not received.

## 7. Price

7.1 In consideration of us providing the Services you must pay our charges (Charges) in accordance with this clause 6.

7.2 The Charges are the prices quoted on our site at the time you submit your application.

7.3 If you wish to change to another Package after we accept your application, and we agree to such change, we will modify the Charges accordingly.

7.4 We take all reasonable care to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system. However, please see clause 7.6 for what happens if we discover an error in the price of the Services you applied for.

7.5 Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.

7.6 It is always possible that, despite our reasonable efforts, some of the Services on our site may be incorrectly priced. Where the correct price for the Services is less than the price stated on our site, we will charge the lower amount and if the correct price for the Services is higher than the price stated on our site, we will contact you in writing as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Services at the correct price or cancelling your application. We will not process your application until we have your instructions. If we are unable to contact you using the contact details you provided during the application process, we will treat the application as cancelled and notify you in writing. However, if we mistakenly accept and process your application where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Services and refund you any sums you have paid.

## 8. How to pay

8.1 You can pay for the Services in a single payment or as a monthly payment plan. If you pay in a single payment, a discount of 15% will be applied to the price. If you pay according to a monthly payment plan, a discount of 10% will be applied to the price.

8.2 We accept payment by cheque, debit card, Mastercard, Visa, online banking, and Juice. If you select the single payment option, you must pay promptly to secure your place and before the start of the first FitLife Challenge of the year commences. If you select the monthly payment plan, you must pay your first Monthly payment at the time of registration to secure your spot and then 11 Monthly payments (January to November) by the 25th of each month and pay by direct debit ONLY, your designated bank account will be charged automatically each month.

8.3 We will send you an electronic receipt as soon as payment is received every month.

8.4 We shall each pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8.5 If you do not pay us for the services when you are supposed to (see clause 8.2) and you still do not make payment within 5 days of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services.

## 9. Ending the contract

### 9.1 Your right to end the Contract

(a) You may contact us by sending us an email to the address set out in clause 2.2, at any time before a FitLife Challenge starts to end the Contract for the Services, you may not end your contract during any Fitlife Challenge, ONLY Before or After a Fitlife Challenge, but we may charge you certain sums for doing so, as described below.

(b) We will refund any money you have paid in advance (only for upfront payment clients) for Services we have not provided but we may deduct or charge you the cost of one FitLife Challenge based on our fee rates, as set out on our site at the time you submit your Application .

(c) Notice period for ending the contract is one full challenge.

## 9.2 Our right to end the contract

(a) We may end the Contract at any time by writing to you if you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due.

(b) If we end the contract in the situations set out in clause 9.2(a) we will charge you the cost of one FitLife Challenge based on our fee rates, as set out on our site at the time you submit your Application .

## 10. If there is a problem with the services

10.1 If you have any questions or complaints about the Services, please contact us. You can contact us using the contact details set out in clause 2.2.

## 11. Limitation of liability

11.1 The Services is physically challenging and carries with it risks that we cannot entirely eliminate. These include the risk of personal injury.

11.2 You must act responsibly and sensibly at all times.

11.3 You must not participate if you are pregnant without doctor's clearance or under the influence of alcohol or non-prescription drugs.

11.4 You must follow any safety warnings or instructions displayed or given to you by a member of staff. Ask a member of staff if you are unclear.

11.5 We are not qualified to express an opinion that you are fit to safely participate. You must obtain professional or specialist advice from your doctor before participating.

11.6 In the absence of any negligence or other breach of duty by us, participation in the Fitlife Challenge and use of the Services is entirely at your risk.

11.7 You are responsible for using equipment safely and as directed. You must behave sensibly and follow any safety instructions so as not to hurt or injure yourself or others.

11.8 In the absence of any negligence or other breach of duty by us, the use of our machinery, equipment or facility is entirely at your own risk.

11.9 In the absence of any negligence or other breach of duty by us, we are not responsible for any theft, damage, destruction or loss of your property or belongings while using our facilities.

## 12. Communications.

12.1 Form of notice. All notices, requests, claims, demands and other communications between you and us shall be in writing.

12.2 Method of notice. All notices shall be given (i) by first class, registered or certified mail, postage prepaid, or (ii) by electronic mail to the address as you or we may specify in writing.

12.3 Receipt of notice. All notices shall be effective upon (i) when received by the addressee if sent by first class, registered or certified mail (receipt requested) or (ii) on the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient.

12.4 Change of contact details. Either party may notify any other party of any changes to the address or any of the other details specified in this clause, provided, however, that such notification shall only be effective on the date specified in such notice or five business days after the notice is given, whichever is later.

12.5 Refusal of delivery. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

### 13. Intellectual property rights

All intellectual property rights in or arising out of or in connection with the Services [(other than intellectual property rights in any materials provided by you)] will be owned by us.

### 14. How we may use your personal information

14.1 We will use any personal information you provide to us to:

- (a) provide the Services;
- (b) process your payment for the Services; and
- (c) inform you about similar services that we provide, but you may stop receiving these at any time by contacting us.

### 15. General.

15.1 Assignment. We may assign our rights and obligations under this Contract to another person and will notify you in writing if this happens. You may not assign your rights or obligations under this Contract.

15.2 Amendments. Any amendments to this Contract shall be effective if agreed in writing and signed by you and us.

15.3 Waiver. No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.4 Severance. If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract.

15.5 Governing law. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Mauritius.

15.6 Dispute resolution. The courts of Mauritius shall have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.