

TERMS & CONDITIONS

360 MOVE

ULUWATU



The Club is operated by PT 360 FIT CENTER ("360 MOVE"), with a business address at Jl. Pantai Suluban, Pecatu, South Kuta, Uluwatu, Bali 80361 ("The Company") whose principal objective is to provide health and leisure facilities for Club Members and their guests. The Home Club is where a member joins or visits most frequently. The Company has appointed a Management team ("The Management"), who are responsible for the operation of The Club.

Article 1 - Membership Details

- a) Membership is personal to the Member and is non-assignable, non-transferable and non-refundable. A Member may not loan his/her Membership card or permit it to be used by anyone. The Company may assign the benefit of these agreements to any person, firm or company at any time without notice to the Members.
- b) Memberships are only considered valid once all required membership details have been clearly entered into and/or attached to the Membership Application Form. The member is required to inform the club in writing in the event of any change of information. The Management may temporarily suspend a membership in the event of any missing information/documentation.
- c) Membership is subject to the Rules of the Club as are from time to time in force and which may be amended by the management at any time. The Management reserves the right to reject an application for Membership to the Club for any reason whatsoever.
- d) Upon acceptance, the Member may be issued with a Membership card (which shall remain the as property of the Company) and the Member shall be entitled to all the rights and privileges exercisable by the class of Membership for which his/her application has been accepted. If a Membership card is lost or mislaid, the Management will issue a replacement card for a processing charge.
- e) Memberships are transferable only in exceptional circumstances. Transfer of a membership can only be done once per membership and will incur a charge equivalent to the prevailing administration fee (if an specific amount is not defined below, a 10% charge over the full price of the membership is to be applied). The new member accepting the transferred membership is required to pay the monthly dues current at the time of transfer. The new member may receive a Starter Pack or introduction sessions at the discretion of the Management.

f) Any Member to enter the Club without a valid Membership card will only be admitted at the absolute discretion of the Management.

g) Membership Specifics & Cancellation Policy:

- i. Full refund for Memberships : We must receive notification that you wish to cancel via Email : adm@360moveuluwatu.com (If you don't get an answer on 24h please contact our front desk at the reception or through the whatsapp number +62 821-4481-6669)
- ii. Full refund for 5 & 10 Move Packs and/or drop-in passes, should be notified through the front desk (reception or whatsapp) or through the scheduling application - 24 hours before your class or activity.
- iii. Cancellations between 24h and 12h before class or activity, we charge a 50% pass fee. Cancellations less than 12 hours before class or activity, we charge a full pass fee.
- iv. No show: If prepaid - We charge the full pass fee.
- v. No show: if not prepaid the client will lose the ability to book online & must contact to book & prepaid directly to the center.
- vi. The 6 months membership is for a minimum commitment period (MCP) of 6 months, excluding months in which the membership is in Freeze. If a member on a MOVE membership wishes to Freeze his/her membership while within his/her MCP, the months on Freeze will not count toward the MCP and the MCP will be adjusted accordingly.
- vii. The 12 months membership is for a minimum commitment period (MCP) of 12 months, excluding months in which the membership is in Freeze. If a member on a MOVE membership wishes to freeze his/her membership while within his/her MCP, the months on Freeze will not count toward the MCP and the MCP will be adjusted accordingly.
- viii. Applicants below the age of 17 require approval from a parent/guardian.
- ix. The month by month (MBM) membership does not have a minimum commitment period (MCP) and continues automatically on a monthly basis.
- x. The 6 months memberships will continue automatically after the MCP of 6 months. If a member wishes to cancel his/her membership while within his/her MCP, a contract Cancellation Fee of Rp 300,000 will be charged.
- xi. The 12 months memberships will continue automatically after the MCP of 12 months. If a member wishes to cancel his/her membership while within his/her MCP, a contract Cancellation Fee of Rp 600,000 will be charged.

Article 2 - Membership Agreement / Contract Form

- a) 360 MOVE ULUWATU Agreement/Contract is available in a paper contract or digital contract.
- b) A digitally/electronically signed contract and paper signed contract are legally recognized and shall not be denied of its legal effect, validity, or enforceability.
- c) We will be given a copy of the digital signed contract upon joining via email that you have provided to us. Alternatively, you may request to have a printed copy from the Club upon joining.
- d) A paper form contract may be used at the discretion of the Club. A copy of your signed contract will be scanned and attached to your membership profile.

Article 3 - Terminating Membership

- a) Written notice must be received by 360 MOVE ULUWATU front desk with a minimum of one calendar month prior to termination. Failure to comply will result in one more billing cycle before termination of membership. Notice of termination has to be received prior to month end for the following month to be considered the final full month of membership.
- b) Termination of a membership in frozen status will be subject to a full months dues billing for the notice period.
- c) Members can apply for termination of their membership by completing the cancellation form. Any upfront dues already paid are non-refundable.
- d) Termination of membership may not take place within the 1st four months of membership.
- e) Upon expiry of membership, the membership card (if any) must be returned to 360 MOVE ULUWATU.

Article 4 - Freezing your Membership

- a) The following products "5 MOVES PACK, 10 MOVES PACK and 1 Month Memberships", cannot be frozen. Those passes and Memberships can be frozen only in exceptional circumstances as medical reason and under presentation of medical certificate.
- b) A member can Freeze its 6 months and 12 months memberships under the following terms and conditions.
- c) A member may not Freeze his/her membership in the rest 2 months of his/her 6 months memberships.
- d) A member may not Freeze his/her membership in the rest 4 months of his/her 12 months memberships.
- e) A Freeze Fee of Rp 200,000 per month will apply. The cut date to request freeze is the 15th of the preceding month.

- f) Freeze can only start from the 1st of the month after the submitted request is approved. Documentary evidence from members is required and no backdating is allowed.
- g) The minimum freeze period is not less than 3 months and not more than 12 months and may not be used in respect of the notice period of membership cancellation.
- h) Freezing will only be approved for genuine reasons of inability to use the club facilities. Members are not allowed to enter or use the club facilities during the freeze period.

Article 5 - Physical Condition Of Member

- a) The Member warrants and represents that he/she is in good physical condition and that he/she knows of no medical or other reason why he or she is not capable of engaging in active or passive exercise and that such exercise would not be detrimental to his/her health, safety, comfort or physical condition.
- b) The Member shall not use any Club facilities whilst suffering from any infections or contagious illness, disease or other ailment such as open cuts, abrasions, open sores or minor infection, where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition of the other Members.
- c) The Member and guests engage in physical exercise and use Club facilities at their own risk and are advised to seek the approval of a doctor prior to engaging in any physical activity.

Article 6 - Opening Times & Fees

- a) 360 MOVE ULUWATU is entitled to change opening times, training schedules and rates at any time. 360 MOVE ULUWATU reserves the right to close the club during public holidays, without this leading to a reduction in the contribution or any refund thereof.
- b) The prices of memberships and passes are charged following the type of the activity (group or personal training) and can be adapted to the number of participants.
- c) A Joining Fee (if applicable), Administration Fee and any prepaid monthly dues are not refundable.
- d) Passes and Membership fees may be related to rental fees in case of group activities (ex.: workout, trainings and workshops).
- e) Monthly membership dues are due by the 1st of the month via credit card/direct debit autopay as indicated in the Billing Details section of the Membership Application or by Cash at the Reception. Non use of the club does not eliminate the obligation to pay all subscriptions in a timely manner. Whether or not you use the facilities, you must still pay your monthly dues on time.

- f) Late payment of monthly dues will incur a late payment fee of Rp 50,000 if payment is received after the 20th of the month.
- g) Charges that are not challenged within 14 days are not refundable.
- h) The Management reserves the right to terminate a membership in the event that dues are in arrears for two consecutive months. 360 MOVE will take legal action to recoup any owed monies.
- i) A member on a terminated membership will have to rejoin and pay the current Admin Fee, if any.
- j) The Management reserves the right to introduce and vary the prices and categories of Membership from time to time.
- k) Changing membership to a lower category will incur a one-time fee of Rp 175,000. Changing membership to a higher category will not incur any charges.
- l) 360 MOVE will increase the member's monthly dues once every 12 months. If the member has a prepaid membership, 360 MOVE reserves the right to increase all subsequent renewal amounts. 360 MOVE ULUWATU will publish a price list one month before the start date of the price increase. If the change involves an increase of 6% or more, the member has the right to cancel the membership within 4 weeks of being announced via cancellations form at 360 MOVE ULUWATU website or by messaging our front desk (WA).

Article 7 - Access

The member must always check-in at the reception upon their arrival.

Article 8 - Healthy And Safety

- a) All members are encouraged to fix an appointment to undertake a fitness evaluation conducted by a Fitness Instructor before starting an exercise program.
- b) Members should be considerate of other members and wipe down equipment with hand towel and not dominate specific equipment when the gym may be busy.
- c) Fitness Instructors are authorized to stop anyone from exercising if he/she is considered exercising in a manner that may result in personal injury or/and injury to others. Users must abide by the instructions of the Fitness Instructor.
- d) Smoking is not permitted in any part of the Club.
- e) In the interest of health and hygiene, all Club users are requested to shower prior to entering the Sauna/Steam Room.
- f) Members or guests may not use the facilities of the Club while under the influence of alcohol, narcotics or other mood altering substances.

Article 9 - Dress Code & Use of Towel

Appropriate sports clothing must be worn at all times in the sports rooms. It is mandatory to wear clean indoor sports shoes and to use a towel. Each member assumes liability for any injury incurred by lack of use of the proper security equipment, gear and clothing at the 360 facilities.

Article 10 - Club Facilities

- a) The Management accepts no responsibility for loss or damage to member's contents kept in daily / private lockers for any reason whatsoever.
- b) Without any prior written consent and/or notification from 360 MOVE for the purposes of promotional activities, cameras and/or other photo/video recording devices, including cell phones / smart devices with such features, are prohibited to be used for taking pictures or to record within the club premises, especially in the locker area. For security reasons and to protect our members and employees, certain areas in the clubs are monitored by surveillance cameras. You are not recommended to leave valuables in the locker rooms. 360 MOVE is not responsible for the loss of goods/belongings inside the club area.
- c) Certain complimentary drinks are provided to members for consumption within the premises only. Members and guests are not allowed to bring their own food and/or drinks into the Club.
- d) The Management may from time to time show potential members or others around the Club and allow them use the Club facilities on a trial basis and reserves the right to do so.
- e) e) Towel / Locker / Key / Card - A nominal fee is chargeable for any lost/damaged towel / locker / key / card.

Article 11 - Private Lockers

- a) Private lockers are available for rent at the prevailing monthly fee which may change from time to time. Locker monthly fees must be paid in advance together with a Rp 200,000 security deposit. Lockers are not transferable.
- b) Payment for locker rental renewals must be made at Club reception at least one week prior to the locker rental expiry date. The Management reserves the right to empty out lockers and dispose of confiscated items in any way it sees fit.
- c) A locker key shall be given to the member which remains the property of the Company and must be returned upon termination of locker rental or termination of membership. In the event of loss of locker key a replacement fee of Rp 200,000 shall be charged. The same replacement fee will be charged in the event of the loss of a day use locker.
- d) One months advance calendar notice is required in writing to the Home Club Management in the event of termination of locker rental. Notice must be given prior to the month end for the following month to be considered the last month of locker fees.

Article 12 - Provision Of Personal Data

- a) The Company recognises the importance of the personal data you have entrusted to us and believe that it is our responsibility to properly manage, protect and process your personal data.
- b) You understand, acknowledge and consent to the Company processing, collecting and using your personal data for the following purposes:
 - i) Processing, administering and managing your 360 MOVE Contract and any membership benefit programs;

- ii) Processing any transactions or payments made by you and to maintain payment records;
 - iii) Contacting you or communicating with you via telephone call, text message, fax message, email and/or postal mail for the purposes of processing, administering and managing your 360 MOVE Contract and any membership benefit programs;
 - iv) For publicity purposes and conducting research, analysis and development activities (including but not limited to data analytics, surveys and/or profiling) to improve our services and facilities in order to enhance the services we provide to you, where you have consented for the Company to do so;
 - v) Record-keeping purposes;
 - vi) Responding to legal process, pursuing legal rights and remedies, defending litigation and managing any complaints or claims;
 - vii) Complying with any applicable law, regulation, legal process or government request; and
 - viii) Storing, hosting and/or backing up (whether for disaster recovery or otherwise) your personal data, whether within or outside Indonesia.
- c) Your personal data may be used, disclosed, maintained, accessed, processed and/or transferred only to the following third parties, whether in Indonesia or outside of Indonesia, for one or more of the purposes set out above:
- i) The Company's head office, affiliates and subsidiaries;
 - ii) The Company's auditors and legal advisors;
 - iii) Financial institutions, credit card companies and payment processors; and
 - iv) Public and governmental / regulatory authorities, courts and other alternative dispute forums.

Article 13 - Order & Instruction Rules

- a) It is not permitted to use and/or trade drugs in the Club. Upon discovery, this will lead to an immediate termination of your membership, without any right to a refund of the paid contribution.
- b) Members must adhere to the instructions and regulations issued by 360 MOVE and its employees with regard to, among other things, clothing, necessary order and discipline (e.g. disruptive noisy behavior and/or improper language to the discretion of 360 MOVE ULUWATU and its employees). In the event of a violation, 360 MOVE ULUWATU is entitled to deny members access to the club and terminate the membership immediately, without any right to a refund of the paid contribution.
- c) Members of Martial Arts training agreed with all terms and rules specified at the 360 SUMMIT MARTIAL ARTS agreement. For the safety best instruction and experience of the activities proposed, all members are strongly advised to fill the additional informations requested at the form.

Article 14 - Operating Hours

The Club's normal hours of operation are indicated at the Club entrance and notice board. The Management reserves the right to adjust the hours for purposes of cleaning, decorating, repairs, special private functions and holidays. The Management shall endeavor to give reasonable notice of any change in operation hours.

Article 15 - Security & Liability

Using the facilities within 360 MOVE ULUWATU remains under your own risk. 360 MOVE ULUWATU is not liable for damages as a result of any accidents, including during the practice of sports and physical activities, theft, fire or any other event that causes damage, unless 360 MOVE ULUWATU can be blamed for intent of gross negligence.

Article 16 - Compliance Agreement

By signing the membership agreement, each member declares to comply with the above stated general terms and conditions drawn up by 360 MOVE, as well as the house-rules set at the club. 360 MOVE is at all times entitled to deny anyone access to the club, when they do not comply with the conditions and/or rules of access for a duration to be determined by 360 MOVE, without any right to a refund of already paid contributions.

Article 17 - Other Provisions

- a) All cases and/or situations not covered by the aforementioned general terms and conditions are exclusively assessed by the management of 360 MOVE ULUWATU. All disputes that arise between 360 MOVE ULUWATU and members will be settled by the "Fitness Disputes Committee" or the competent court in Denpasar. Indonesian law applies to your membership.
- b) Children under the age of 14 years are not allowed into the Club without the permission of their Parents and the Management.
- c) Promoting or selling personal training sessions or any other goods and services by a member to other members without consent is strictly prohibited and will result in the membership termination of the member in question.
- d) Day use lockers are to be emptied out by the Member after use. Lost property will be held for a period of 1 month after which the club management reserves the right to dispose of the items in any way it sees. No claims shall be entertained after this period.
- e) The Management reserves the right to use any individual or group photographs of Members and/or Guests for press or promotional purposes.
- f) Former employees of 360 MOVE who have left the Company may not apply to become a member. Exceptions may be allowed at the sole discretion of the Company management.
- g) All members are required to abide by the rules, which are subject to change from time to time at the discretion of the Management. Members will be notified of changes to the rules via the Club notice boards.

- h) The failure of the Management or the Company to enforce any of their respective rights at any time for any period shall not be construed as a waiver of such rights.
- i) These Rules shall be governed and constructed in accordance with the laws of Indonesia and subjected to the jurisdiction of Indonesia.

Article 18 - Security & Limitation Of Liability

- a) Using the facilities within 360 MOVE ULUWATU remains under your own risk. 360 MOVE ULUWATU is not liable for damages as a result of accidents, theft, fire or any other event that causes damage, unless 360 MOVE ULUWATU can be blamed for intent of gross negligence.
- b) In consideration for the Management accepting his/her application for membership of the Club and for him/her becoming and remaining a member of the Club, the member agrees that:
- c) Neither 360 MOVE, its associated companies, employees or agents shall be responsible for any claims, demands, injuries, damages, or actions for negligence arising on account of death or due to injury, loss, damage or theft to a members person or property arising out of, or in connection with the use by a Member of any of the services, facilities or premises of 360 MOVE. The Member hereby holds 360 MOVE, its associated companies, employees and agents harmless from all claims which may be brought against them by or on a Member's behalf for any such injuries or claims aforesaid.
- d) Any guest of a member or temporary visitor to 360 MOVE agrees to abide with the Club rules and the same limitation of liability as a member.