

SYDNEYPOLE

TERMS AND CONDITIONS MEMBER TERMS

LAST UPDATED: JUNE 1, 2020

Your Member Agreement will continue to auto-renew until terminated under Section 7.

It is important you read all the terms of this Agreement before signing. If you have any questions, please contact us.

SYDNEY POLE SELF SERVICE ACCOUNT MANAGEMENT

Manage and update your own reservations, personal information, communication preferences, billing information and more at any time across multiple platforms.

Sydney Pole provides self service account management through MindBodyOnline. This feature provides you with multiple points of access to log into your Sydney Pole Account including the Sydney Pole Branded App, MindBody App, Website with MindBody Branded Web Tools, MindBody Consumer Mode or other Third-Party Applications for Sydney Pole services ("SPARK").

Availability of user access, functions and platforms is subject to change at any time and will take immediate effect.

If you are unable to action your obligations in this Agreement through the self service features, you must contact Customer Care by email for directions or to make corrections on your Sydney Pole Account on your behalf as soon as possible.

SYDNEY POLE CONTACT US

If you have any questions concerning your Sydney Pole Account or this policy, please contact our Customer Care team by writing to us:

info@sydneypole.com

1. WHAT IS YOUR AGREEMENT WITH SYDNEY POLE?

You must submit a Member Application by creating a Sydney Pole Account. You agree to the Member Terms and its attachments together with the:

- (a) Promotional Terms;
- (b) Member Rewards Policy;
- (c) Waitlist Reservation Policy;
- (d) Cancellation and No Show Policy;
- (e) Community Standards;
- (f) List of Prices and Fees;

and the following completed forms:

- (g) your Member Application; and
- (h) your Liability Waiver.

These Member Terms and (a) to (h) above make up all of the terms of this Member Agreement ("Agreement") between, the individual's name who appears in the Member Application ("you"), and Sydney Pole ("us"). You must:

- (a) be over the age of 18 years old;
- (b) not misrepresent your identity in any way;
- (c) always provide accurate and complete personal information;
- (d) always have a valid email address;
- (e) always have a current, valid and accepted method of payment;
- (f) have proof of identity available at the request of Sydney Pole employees or Sydney Pole agents ("Sydney Pole Staff") for the purposes of account enquiries; and
- (g) take reasonable action to keep your Sydney Pole Account login details secure and change your password regularly.

You acknowledge that you have received a copy of this Agreement. All the terms of this Agreement are available on the website, www.sydneypole.com ("Website"). We have seven business days after the formation of this Agreement to rectify any error or miscalculation provided in this Agreement.

You will manage your Sydney Pole Account through SPARK. You acknowledge that you have Internet access and an App Ready Device to maintain your Sydney Pole Account for the duration of your Agreement with us. It is your responsibility to contact Sydney Pole if you have any questions on how to use your Sydney Pole Account.

1. HOW DO YOU SUBMIT YOUR MEMBER APPLICATION?

Submission of a Member Application is made by you through SPARK. It is subject to this Agreement and your Activation Payment being received at the time of this Agreement. This Agreement between you and us is immediately in effect on submission of your Member Application ("Agreement Date").

Your Member Package will commence on the start date as set out in your Member Application ("Attendance Start Date").

Sydney Pole reserves the right to reject any Member Application at its reasonable discretion.

2. WHAT IS YOUR MEMBER PACKAGE?

As a Member of Sydney Pole, your Member Package is determined by your:

- (a) Member Type; and
- (b) Access Level.

At the time of your Member Application, you will join our Member Rewards Program subject to the Member Rewards Policy.

Sydney Pole reserves the right to introduce, withdraw or vary categories of Member Packages at any time.

3.1 MEMBER TYPE

Your Member Type governs your Service Privileges and activates at the time of your Agreement. Your Member Type is deemed Standard, except for when the following conditions have been satisfied at the time of your Member Application:

- (a) you are eligible for a SP Exclusive offer under the Promotional Terms; and
- (b) you have applied the correct promotional code to accept a SP Exclusive offer if applicable.

Where the above conditions are satisfied, your Member Type is deemed SP Exclusive. Your Member Terms are subject to the Promotional Terms where applicable.

Sydney Pole will not be obligated to apply any offer or promotional code for SP Exclusive activation under the Promotional Terms retrospectively to your Sydney Pole Account.

Sydney Pole reserves the right to introduce, withdraw or vary categories of Member Types at any time.

3.1.1 Will we change your Member Type if your Member Application has errors?

Error identified by you. If at the time of your Member Application submission you did not meet the eligibility requirements under Members Rewards or Promotional Terms, you must contact us by email to make corrections on your Sydney Pole Account within seven business days. Any promotional code applied to a Member Package when submitted on SPARK or acceptance of a Member Application submission by SPARK will be voidable until corrected. We will amend your Member Package to a Standard Member Type within two business days of your initial contact to alert us of the error.

Error identified by us. If Sydney Pole reviews your Sydney Pole Account and deems it to not be eligible for SP Exclusive, we will make reasonable attempts to contact you through email, phone call or SMS. If you cannot be contacted within two business days from this Agreement Date, Sydney Pole reserves the right to enforce this Agreement as a Standard Member Type and:

- (a) cancel all reservations under SP Exclusive Allocations and terminate your ineligible Member Package to be replaced with a Standard Member Type ("Amended Member Package");
- (b) set your Attendance Start Date for the Amended Member Package in line with the date of the Attendance Start Date provided in your Member Application;
- (c) credit the Activation Payment incurred when activating under SP Exclusive to the Amended Member Package;
- (d) Set the Amended Member Package's Access Level to an equivalent Access Level. This is determined based on the Attendance Allocation under SP Exclusive; and
- (e) Run any outstanding balances resulting from correcting your Member Type.

3.2 SERVICE PRIVILEGES

Your Service Privileges governs your access to Sydney Pole services.

Your Service Privileges entitles you to:

- (a) maintain a Sydney Pole Account with us;
- (b) pay fortnightly in advance to maintain your access to Sydney Pole services;
- (c) have scheduling access to make reservations up to a maximum of 14 calendar days in advance from the current calendar date ("Scheduling Window"); and
- (d) make reservations using Active Reservation Credits from a valid Available Credit Allocation during the Scheduling Window.

These entitlements are only valid to access Sydney Pole facilities:

- (a) for one occasion only per valid Reservation Credit;
- (b) for the Service Type, Stream Type and Session Category it is valid for;
- (c) at the time and in the location where you have made your reservation;
- (d) if you have responded "Y" to a reservation confirmation SMS if applicable;
- (e) If you have been granted access by Sydney Pole Staff if applicable;
- (f) if your reservation is available to check in when you arrive to attend the session;
- (g) if you meet the Class Level prerequisites to attend prior to making a reservation;
- (h) your Sydney Pole Account has accurate billing and personal information; and
- (i) your Sydney Pole Account has no outstanding Member Payments, unpaid reservations or an outstanding balance from other fees, and is in good standing.

By accessing Sydney Pole services and facilities, you acknowledge that:

- (a) you are responsible for managing your reservations by regularly reviewing the live timetable, your reservations and waitlist queues for changes;
- (b) reservations must be scheduled on your Sydney Pole Account prior to attending;
- (c) Prior to participation in a session you have reserved, you must check in upon entry to a Sydney Pole facility;
- (d) Without a reservation confirmation on your Sydney Pole Account, you are not guaranteed that the session has capacity for your attendance;
- (e) if you attend a reservation for a Class or Practice Session after the scheduled start time, Sydney Pole or Sydney Pole

Staff reserves the right to refuse entry due to safety reasons;

- (f) if you attend a reservation for a Practice Session after the scheduled start time, you are only entitled to use a Sydney Pole facility until the scheduled end time of the reservation. This is inclusive of your cool down and packing up; and
- (g) your reservations may be amended retrospectively on review by Sydney Pole Staff.

Sydney Pole reserves the right to introduce, withdraw or vary Service Privileges at any time.

3.3 ACCESS LEVEL

Your Access Level governs your maximum reservation limit you are entitled to apply under your Service Privileges.

Your Member Application acknowledges your chosen Access Level reflects the intended frequency of attendance for your Member Package. This entitles you with a maximum number of Class Sessions you may reserve while valid for use and not exceeding the reservation limit ("Access Level").

When a Member Payment is received from you to us, you receive Class Sessions in an Attendance Allocation. A Class Session is inclusive of the class roll call, warm up, coursework content through instruction, cool down, clean and pack up, and changeover of class attendees to run for a maximum duration of 60-minutes.

Each Attendance Allocation is subject to a Member Payment and:

- (a) the Scheduling Window to make reservations;
- (b) reservations can only be applied to valid Class Streams only; and
- (c) if one or more sessions are not reserved by the expiry date, the sessions are forfeited.

Access Levels are subject to be discontinued, changed or terminated with immediate effect at the reasonable discretion of Sydney Pole. After the date of change, Sydney Pole will not be obligated to redeem discontinued or terminated Access Levels. In the event your Access Level is being discontinued or terminated, we will make reasonable attempts to contact you through email. If you cannot be contacted within seven business days from the date of change, your Sydney Pole Account will be transferred to an Access Level available at the time of equal or lesser value. Continued usage of your Sydney Pole Account for our services after the date of change will constitute your acceptance of the changes.

3.4 MEMBER REWARDS

Our Member Rewards Program rewards loyalty and attendance of our eligible Members, subject to the Member Rewards Policy ("Rewards Program").

You will be enrolled into the Rewards Program based on its availability at the time of your Member Application as outlined in the Member Rewards Policy. Please review our Member Rewards Policy for more information on valid Rewards that apply to this Agreement.

Member Rewards are subject to be discontinued or changed at the discretion of Sydney Pole. Sydney Pole will not be obligated to redeem any further Member Rewards. Goods or services offered as part of the Member Rewards Program are not eligible

for expiry date exceptions, account credit or transfers to another Sydney Pole Account.

3.5 ACCESS PERIOD AND EXPIRATION DATES

When a Credit Allocation is processed to your Sydney Pole Account, it activates your Service Privileges for a maximum of 14 days commencing on the Scheduled Pay Date.

From the Scheduled Pay Date, the Attendance Allocation will expire in 14 days, unless:

- (a) **Automatic Expiry Extension Reward** (or an equivalent offer) is activated. If you are eligible for this Reward, it entitles you to access your Service Privileges for a maximum of 28 days from the Scheduled Pay Date;
- (b) **Redeemed Member Rewards or other promotions.** The Member Rewards Policy or Promotional Terms will outline the expiry date applied to the Credit Allocation.
- (c) **Exception.** In limited circumstances, you meet the eligibility criteria to be provided an exception to your obligations under this Agreement from Customer Care.

It is your responsibility to manage your Sydney Pole Account to meet your Access Level's reservation limit over a 14 day period. If your personal frequency of attendance has changed, it is recommended you adjust your Access Level to suit.

Expiry dates of Attendance Allocations or Member Rewards Allocations are subject to change at the reasonable discretion of Sydney Pole. After the date of change, the new expiry date will come into effect on your next Scheduled Pay Date. Continued usage of your Sydney Pole Account for our services after the date of change will constitute your acceptance of the changes.

3.6 WHAT IS THE EXPIRY DATE OF THIS AGREEMENT?

This Agreement is ongoing and will automatically renew indefinitely unless you terminate your Agreement under Section 7.

3. YOUR MEMBER PAYMENT OBLIGATIONS

For all Member Payments and other payments in this Agreement, you acknowledge that:

- (a) your Activation Payment must be received by us on the Agreement Date and is your first Member Payment for this Agreement;
- (b) your Member Payment will reoccur on a fortnightly basis, commencing on the 15th day from your Attendance Start Date and auto renew until terminated by the Member through SPARK ("Payment Cycle");
- (c) you must settle all Member Payments on the Scheduled Pay Date;
- (d) you must contact us by email at least two business days prior to your next Scheduled Pay Date if you need assistance to update your billing information;
- (e) you must contact us by email at least seven business days prior to your next Scheduled Pay Date if you need assistance to adjust your Payment Cycle;
- (f) if your account has an outstanding balance in respect of any payment or fees, this must be settled before you can access Sydney Pole facilities or services;
- (g) all payments or fees must be debited from your credit card;

- (h) you have sufficient funds in the nominated account when any payment or fees are to be debited; and
- (i) if the debit from your credit card is unsuccessful, you will be responsible for any administration fees and or collection fees.

Sydney Pole reserves the right to:

- (a) levy an administration fee if required to forward the account to a third-party collection agency;
- (b) use the services of a third-party billing company to deduct payments;
- (c) charge a fee for declined or late payments. This fee may change time to time and is available on our List of Prices and Fees; and
- (d) deduct the outstanding balance on your Sydney Pole Account from your credit card at any time;

4.1 WHAT HAPPENS WHEN YOUR MEMBER PAYMENT IS DECLINED

If a declined Member Payment is not settled, your Service Privileges will be revoked until the outstanding balance is paid. Any available Credit Allocations will become Inactive on your Sydney Pole Account.

To prevent your Sydney Pole Account losing Service Privileges, you must:

- (a) settle your Member Payment on the Scheduled Pay Date;
- (b) have no outstanding balance; and
- (c) if you cannot meet conditions (a) or (b) above, to contact us by email a minimum of seven business days before your Scheduled Pay Date for assistance.

4.2 RESTRICTIONS TO SERVICE PRIVILEGES DUE TO LATE MEMBER PAYMENTS

When the Settlement Date of your Member Payment occurs after the Scheduled Pay Date ("Late Member Payment"), you acknowledge that:

- (a) it will reduce the total calendar days your Attendance Allocation is available; or
- (b) results in the Attendance Allocation being forfeited.

In the event of a declined Member Payment, you acknowledge that:

- (a) you must contact us via email within 24-hours for a resolution;
- (b) when we make reasonable attempts to contact you, you will be responsive as soon as practically possible; and
- (c) you are bound to settle a declined Member Payment. Lack of reservations or attendance to reservations does not discharge you of your Member Payment obligations under this Agreement.

4.2.1 If we cannot contact you

Sydney Pole reserves the right to amend your Sydney Pole Account when no contact is received from you for a period that:

- (a) Exceeds 24 hours. A Dishonour Fee of \$14.80 will be charged to your Sydney Pole Account.
- (b) Exceeds 7 calendar days. Service Privileges will be revoked, all upcoming reservations will be cancelled and active Member Packages will be placed under suspension.

- (c) Reaches 14 calendar days or more. Sydney Pole reserves the right to permanently discontinue your Service Privileges until the outstanding balance is settled.

4.2.2 If we receive your Late Member Payment

In the event a Late Member Payment is settled either:

- (a) on the same date as the subsequent Scheduled Pay Date; or
- (b) on a date after the subsequent Scheduled Pay Date;

you acknowledge for this Payment Cycle period that:

- (a) this Attendance Allocation will be forfeited; and
- (b) any redeemed Member Rewards or promotions will be forfeited.

4.3 OTHER FEES AND CHARGES

In the event you have an outstanding balance for other declined payments or fees, Section 4 applies. Payments and fees include goods and services tax (GST). All payments or fees are reviewed by Sydney Pole periodically and change from time to time. The current List of Prices and Fees can be obtained from the Website.

4. USAGE OF YOUR RESERVATION CREDITS

5.1 SERVICE TYPES

Service Types governed how you can reserve Scheduled Blocks with your active Reservation Credits.

Subject to your Service Privileges, you can make reservations with Reservation Credits from a:

- (a) **Attendance Allocation.** Valid for all Class Streams unless otherwise stated;
- (b) **Member Rewards Allocation.** See the Member Rewards Policy for further details for each Reward; or
- (c) **Casual Allocation.** Casual Class Session is a Reservation Credit valid for Class Streams. A Casual Practice Session is a Reservation Credit valid for the Practice Streams.

Sydney Pole reserves the right to introduce, withdraw or vary Service Types, Stream Type and Session Categories at any time and will take immediate effect.

5.2 RESERVATION CREDIT AND SCHEDULED BLOCK ASSIGNMENT

Your Credit Allocations are automatically assigned to your reservations by MindBodyOnline and this algorithm changes from time to time. You acknowledge you will regularly review your weekly attendance frequency on SPARK to maintain your Access Level and review its suitability.

Sydney Pole is not obligated to reassign your Reservation Credits to your past or future reservations. It is at our reasonable discretion to approve requests of this nature. In the event of a technical error, please contact us via email if you would like your Reservation Credit assignments reviewed. If a technical error has occurred on SPARK, Customer Care will provide an adjustment if applicable.

5.3 CANCELLATION AND NO SHOW POLICY

The Cancellation and No Show Policy applies to all reservations made by Members, casual visitors and guests for Sydney Pole services unless otherwise stated.

Unless otherwise stated by Sydney Pole, all Sydney Pole services have an eight hour cancellation policy. All cancellations must be at least eight hours before the scheduled start time ("Cut Off Window") of the reservation, irrespective of the time the booking was submitted. It is your responsibility to ensure any cancellation you action on your Sydney Pole Account has successfully been applied.

The Cut Off Window is subject to change and with immediate effect in the event we reduce the Cut Off Window from eight hours. In the event the Cut Off Window is increased from eight hours, notice will be provided on the Website at least seven calendar days prior to taking effect.

5.3.1 Early Cancellations

To make an early cancellation of a reservation, you must cancel your reservation at least eight hours before the Scheduled Block's start time ("Early Cancel"). An Early Cancel will automatically return the Reservation Credit to the Credit Allocation it was deducted from at the time of reservation being made. The Reservation Credit will be available to make a new reservation until its expiry date, subject to the Scheduling Window.

Sydney Pole will Early Cancel your reservation in the event a Scheduled Block has been cancelled from the timetable by us, irrespective of the Cut Off Window. Notice of Scheduled Block changes will be provided in SPARK as displayed on the live timetable and reflected on reservations in your Sydney Pole Account. In addition to SPARK and as appropriate under the circumstances, we will make a reasonable attempt to additionally notify you of cancellations through email, SMS or online student announcement groups.

5.3.2 Late Cancellations and Non-Attendance

The following will be deemed a Late Cancel:

- cancellations applied from eight hours or less prior to the Scheduled Block's start time; or
- you do not participate in your reservation ("Non-Attendance" or "No Show") and fail to cancel your reservation.

A Late Cancel will result in the Reservation Credit remaining deducted from your Sydney Pole Account. No expiry date exceptions will be given.

In the event you are a No Show to an unpaid reservation, your Sydney Pole Account will have an outstanding balance that will incur a Casual Class Session charge.

5.4 WAITLIST RESERVATION POLICY

MindBodyOnline functionality provides an automatic system to make a reservation on a waitlist queue. In the event of a fully reserved Scheduled Block having available capacity prior to the Cut Off Window, it will automatically send you an SMS notification and register your attendance ("Waitlist Feature"). Reservations made on waitlist queues are subject to our Waitlist

Reservation Policy, Cancellation and No Show Policy and may incur additional fees.

5.4.1 Important terms to know

The following definitions are applied to Section 5.4:

Waitlist Credit means you made a reservation that enrolls you on a waitlist queue of a fully reserved Scheduled Block.

Waitlist Attendee means the Waitlist Feature has automatically moved you from the waitlist queue and registered you into the Scheduled Block, but the Waitlist Feature has not received a response from you to the confirmation SMS. Your registration may deactivate in the event of a Waitlist Priority occurring and place you back in the waitlist queue.

Waitlist Priority will occur in the event where the total available capacity in a Scheduled Block is less than the total number of Waitlist Attendees and Waitlist Credit reservations. The Waitlist Feature will prioritise reservations based on: (1) a "Y" response to the confirmation SMS, or (2) at the time the available capacity and the reservation for the Scheduled Block occurs, an Active Reservation Credit is applied.

Session Attendee means you have replied "Y" to the receiving a waitlist confirmation SMS and the opening successfully was registered to you before another Waitlist Attendee or Casual Session payment.

5.4.2 Eligibility

To enable this feature, at the time of enrolling into the waitlist queue you must have:

- one or more Active Reservation Credits on your Sydney Pole Account; or
- purchase a Casual Session at the time of making the reservation.

It is your responsibility to:

- ensure you have opted in correctly to receive SMS notifications from MindBodyOnline;
- Respond as soon as possible to the SMS notification with "Y" or "N";
- monitor your waitlist notification queue position regularly; and
- Cancel the reservation if you can no longer attend.

5.4.3 Feature Limitations

Usage of the Waitlist Feature with constitute that you acknowledge and understand that it:

- suspends automatic notifications when the Cut Off Window is reached based on the localised time acquired by MindBodyOnline;
- Will automatically deliver notifications via SMS and be deemed received;
- By reserving a Waitlist Credit, you have agreed to any additional fees that may result as outlined in Section 5 of this Agreement;
- A Waitlist Credit does not guarantee a priority order for registration in the Scheduled Block;
- The waitlist queue number available on your Sydney Pole Account is only to inform you the current order for the subsequent SMS notification from MindBodyOnline; and
- At the time a Waitlist Credit is applied, your Sydney Pole Account will not deduct an Active Reservation Credit until (1) you are a Session Attendee or (2) the Scheduled Block's start time. It is your responsibility to ensure a valid Active Reservation Credit is present on your Sydney Pole Account

until you are Session Attendee, the reservation is cancelled or the Scheduled Block has commenced.

5.4.4 Your payment obligations incurred on waitlists

- (a) Sydney Pole reserves the right to cancel any Waitlist Credit if your Sydney Pole Account has an outstanding balance or unpaid reservation;
- (b) at the time you are changed from Waitlist Credit to Waitlist Attendee, an Active Reservation Credit must be available to be deducted from your Sydney Pole Account unless you reply "N" to the SMS notification before the Cut Off Window;
- (c) If no Active Reservation Credit is available at the time you become a Waitlist Attendee, it will be deemed as unpaid; and
- (d) You will be charged by us at the Casual Class Session Rate for the unpaid reservation at any time after the scheduled end time of the reservation.

The Waitlist Reservation Policy is subject to be discontinued or changed with immediate effect without notice at the reasonable discretion of Sydney Pole.

5. CAN YOU SUSPEND YOUR MEMBER PACKAGE?

6.1 SUSPENSION BY YOU

SPARK does not offer self service suspensions. In limited circumstances, Sydney Pole will approve a suspension of this Agreement. If you would like to make a suspension request to Sydney Pole, please contact us by email.

6.2 SUSPENSION BY US

Suspension of this Agreement is at the reasonable discretion of Sydney Pole, irrespective of a request being made in writing. In this event, we will notify you by email to provide you:

- (a) notice that we have applied a suspension to your Member Package and any other scheduling access affected;
- (b) the start date of the suspension;
- (c) the end date of the suspension or direction when we will email you confirmation of the end date; and
- (d) Sydney Pole contact information and available times for you to contact us to discuss your Sydney Pole Account at your discretion.

During a suspension applied by Sydney Pole under Section 6.2, you can terminate this Agreement free of charge at any time by logging into your Sydney Pole Account on SPARK. Once the end date of the suspension is reached, Member Payments will continue until terminated as acknowledged in this Agreement.

6. HOW DO YOU END YOUR MEMBER PACKAGE?

7.1 TERMINATION BY YOU

This is an ongoing Agreement that automatically renews until terminated by the Member on SPARK. You may terminate this Agreement at any time free of charge. Termination functionality is not available on the mobile app, you must complete your termination by accessing SPARK through the Website.

No notice is required from you to Sydney Pole for a Standard Member Type. For SP Exclusive, notice is subject to the Promotional Terms. You acknowledge that:

- (a) Prior to termination and subject to the Scheduling Window, you can make your final reservations with Available Reservation Credits if applicable;
- (b) Thoroughly review your Sydney Pole Account at the time of termination to confirm it has been successfully ended this Agreement;
- (c) Previous Member Payments are non-refundable; and
- (d) if technical issues are affecting your termination, to contact us.

Any remaining Available Reservation Credits on your Sydney Pole Account will be forfeited at the time of termination of this Agreement. If you have questions about your remaining Available Reservation Credits, Expiry Dates, Service Privileges or how you can terminate this Agreement, please contact us.

7.2 TERMINATION BY US

Sydney Pole reserves the right to terminate this Agreement without notice and with immediate effect if one or more of the following apply:

- (a) you break this Agreement, either repeatedly or one serious breach;
- (b) any payments or fees remain unpaid after repeated requests for payment by Sydney Pole;
- (c) Sydney Pole is of the opinion that you are not a suitable Member;
- (d) you put the health, safety or wellbeing of Sydney Pole Staff or Members at risk;
- (e) Sydney Pole decides to end your Member Package and no reasonable equivalent is available to substitute the option; or
- (f) you provide us with details which you know to be false and these false details have affected our reasonable decision to be bound by this Agreement.

If we terminate this Agreement for any of these reasons, we reserve the right (without limiting any other right or remedy) to recover any other reasonable costs and expenses we incur as a result of your breach. Any unused account credits or Reservation Credits will be forfeited. All decisions made by Sydney Pole are final and binding.

7.3 COLLECTION OF OUTSTANDING FEES ON TERMINATION

On termination of your Agreement we will collect any outstanding balance on your Sydney Pole Account.

7. WHAT ARE YOUR MEMBER RESTRICTIONS?

8.2 SYDNEY POLE FACILITIES

We may need to adjust the availability of certain Sydney Pole facilities on a temporary basis including for the purposes of cleaning, improvement work, repairs, upgrades, maintenance, special functions and holidays. This may result in the temporary closure of some facilities.

8.3 MINIMUM AGE REQUIREMENT

Sydney Pole facilities and services are for Members and casual visitors who are 18 years old or older. If you are under 18 years old, you cannot be a Member.

8.4 PROMOTIONAL TERMS

This Agreement may be subject to Promotional Terms if your Member Type is SP Exclusives. Where Member Terms and Promotional Terms conflict, Promotional Terms will take precedence unless stated otherwise.

8.5 OUR EQUIPMENT

When using Sydney Pole facility equipment to participate in our services, you must:

- (a) not engage in any process of setting up, modifying or dismantling hardware or equipment;
- (b) if you require our equipment to have the configuration adjusted, you must request assistance from Sydney Pole Staff;
- (c) immediately inform Sydney Pole Staff if you cause damage to any hardware or equipment;
- (d) use all provided safety equipment such as crash mats and follow any safety signage or instruction provided by Sydney Pole Staff;
- (e) only use equipment that you have received instruction on how to operate and use within your own abilities; and
- (f) take reasonable care when using Sydney Pole's equipment.

8.6 YOUR EQUIPMENT

You must not bring any aerial or specialised hardware or equipment to a Sydney Pole facility without explicit permission in writing from Sydney Pole prior to making your reservation. This includes hoops (Lyra), silks or hammocks, trapeze, aerial straps, gymnastics rings, stage poles, pressure mounted poles or rigging hardware. Written permission is not required for general fitness equipment that we have communicated are required or recommended items to bring yourself to participants in Sydney Pole services that are offered on our timetable.

Sydney Pole reserves the right to:

- (a) decline a request seeking permission;
- (b) revoke any previous approvals at any time with immediate effect;
- (c) have you produce a copy of the written permission received to Sydney Pole Staff when requested;
- (d) have Sydney Pole Staff instruct you to immediately stop usage of unapproved equipment and have it dismantled; and
- (e) forfeit the Reservation Credit if your attendance ends before the scheduled end time as a result of (d).

8.7 CAN YOU TRANSFER TO ANOTHER PERSON?

No Member Package, Credit Allocations, Reservation Credits or account credit can be transferred to another person or Sydney Pole Account. The entitlements you receive in this Agreement are personal to you for your own usage only.

9. CAN YOU CHANGE YOUR ACCESS LEVEL?

Yes, you can immediately change to any other Access Level free of charge. You must:

- (a) review your Sydney Pole Account and make reservations for all Active Credit Allocations associated with this Agreement;
- (b) Terminate this Agreement. Any remaining Available Reservation Credits from this Agreement will automatically become inactive at the time of termination; and
- (c) Submit your Member Application for your new Access Level.

It is important you submit your new Member Application on the same date as your termination to avoid disruptions to your Sydney Pole services.

Sydney Pole is not obligated to amend the activation date or expiry date in the event you submit your Member Application on a date after your most recent termination. It is at our reasonable discretion to approve requests of this nature.

If you are unsure how to use SPARK to make an Access Level change and require assistance, please contact us.

10 COMMUNITY STANDARDS

Please review our Community Standards for more information on our behaviour and conduct expectations of Members, casual visitors and guests at Sydney Pole.

11 ACTIVITY RISKS TO YOUR HEALTH

It is your responsibility to seek medical clearance prior to commencing any exercise program. You further warrant and represent that you will not use Sydney Pole facilities, goods or services where there is risk, however small, to other Members and casual visitors.

This includes if you are suffering from any infections or contagious illness, disease or other ailment or whilst you are suffering from any physical ailment such as open cuts, or sores, or minor infections.

Sydney Pole reserves the right to refuse entry or terminate this Agreement based on health reasons for the safety of our Members and Sydney Pole Staff.

12 WILL THIS AGREEMENT BE CHANGED?

Sydney Pole reserves the right to make changes to this Agreement from time to time. Unless otherwise stated by Sydney Pole, any changes will apply immediately to this Agreement. Any previous documents whether provided by Sydney Pole or Sydney Pole Staff is excluded from this Agreement. The most current document will be uploaded to the Website within 72 hours from the time of change.

Occasionally we may make changes to this Agreement for valid reasons, including implementing service improvements or adjustments to Sydney Pole services, technology systems, user experience, and for legal or regulatory reasons.

You must read any notices regarding changes carefully. If you do not wish to continue this Agreement under the latest version or changes, you must terminate immediately on SPARK.

12.1 Changes to the Price and Fees

We may change our prices, pricing structure or fees for Sydney Pole services from time to time. Changes will be in immediate effect except for Member Payments which will apply no earlier than your Next Scheduled Pay Date following notice to you via SPARK.

12.2 Material changes

Sydney Pole will provide you notice of material changes to this Agreement. The notice will be provided in a form as appropriate under the circumstances such as prominent signage on display, sending an email or delivery of an alert to your Sydney Pole Account through SPARK. Changes will be in immediate effect and continued usage of your Sydney Pole Account for our services after the date of change will constitute your acceptance of the changes.

13. SECURITY

Sydney Pole facilities are under 24-hour camera surveillance. Video recordings are for security purposes only and:

- (a) the security system does not protect you in or around the building premises. You must use caution entering and leaving a Sydney Pole facility. Report suspicious behaviour to Sydney Pole;
- (b) vulgar language, verbal or physical abuse, abuse of equipment or any other inappropriate behaviour will not be tolerated and will result in termination of this Agreement; and
- (c) You are solely responsible for any damage which you may cause to Sydney Pole, its facilities, goods, services or equipment, if such damage is caused by your wilful act or negligence.

14. HOW DO YOU COMMUNICATE WITH US?

All enquiries regarding your Sydney Pole Account must be made in writing by email to info@sydneypole.com ("Primary Contact"). At the time of communications from Sydney Pole to your Sydney Pole Account contact information, it is deemed to be received. Sydney Pole reserves the right to discontinue, vary or pause for a reasonable time our Primary Contact and will provide notice of changes on the Website.

15. OTHER TERMS YOU SHOULD KNOW

Member Photo ID. At the time you create a Sydney Pole Account, you consent to having your photograph taken by Sydney Pole Staff to confirm your identity upon entry. We may refuse you entry if you visit a Sydney Pole facility without an accurate photo identification uploaded to your Sydney Pole Account.

Assessment or Technique Level Check. You may be required to participate in an assessment to confirm the appropriate aerial technique, pole technique or other defined level option suitable for you at Sydney Pole. It is your responsibility to schedule an

assessment or to request us to determine if it is appropriate. If you are unsure which class type or level is suitable for you, you must ask Sydney Pole Staff before making a reservation. Sydney Pole reserves the right to reject any reservations where it is brought to our attention that you may not reasonably meet the prerequisites for attendance.

Third-Party Applications and Vendors. Self service functionality is integrated with or may otherwise interact with third-party applications, websites, and services including MindBodyOnline ("Third-Party Applications") to provide SPARK to you. These Third-Party Applications and devices may have their own terms of use and privacy policies. Your use of these Third-Party Applications will be governed by and subject to such terms of use and privacy policies. You acknowledge that Sydney Pole is not responsible or liable for the behaviour, features, or content of any Third-Party Application. Sydney Pole does not warrant the compatibility or continuing compatibility of the Third-Party Applications and Sydney Pole services.

Self Service Limitations and Modifications. Sydney Pole will make reasonable efforts to keep SPARK and all associated features and functionalities including websites and user interfaces operational. From time to time temporary interruptions will occur due to certain technical difficulties including maintenance, testing, or updates required for improved user experience. Sydney Pole reserves the right to modify or discontinue, temporarily or permanently, functions and features at any time.

Australian Consumer Law, Exclusions and Limitations. You have certain rights under the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law in connection with goods and services that we supply to you. The only conditions, warranties or guarantees which are binding on us in respect of the services or any goods or advice supplied by us, our employees or agents to you are those imposed or required to be binding by the statute (including the Competition and Consumer Act 2010 (Cth)) and any expressly set out in this Agreement. To the extent permitted by law, all other conditions, warranties and guarantees are expressly excluded.

16. LIMITATION OF LIABILITY

Sydney Pole will not be held liable for any loss, damage or theft of property belonging to or brought onto the premises by a Member or casual visitor. Sydney Pole will not be held liable for any death, personal injury or illness occurring on the premises or as a result of use of Sydney Pole facilities or services, unless the event is due to Sydney Pole being negligent.

The failure of Sydney Pole to enforce any of our rights at any time for any period will not be construed as a waiver of these rights. Any failure to identify or act upon a breach of this Agreement will not be deemed to be an affirmation by Sydney Pole that the behaviour of the Member, casual visitor or guest is acceptable.

17. PRIVACY

Our Privacy Policy is available on the Website and explains the ways in which we collect, use, store, protect and disclose your personal information.

We collect personal information from you to provide you with our services, to administer this Agreement and for the other

purposes described in our Privacy Policy. In most cases, we collect your personal information directly from you, including through your Member Application, your Sydney Pole Account, and in the course of our other communications with you.

If you do not allow us to collect your personal information, we may not be able to provide you with our services, administer this Agreement with us or conduct some or all of the other activities described in our Privacy Policy.

In order to perform our services and for the purposes described in our Privacy Policy, we may disclose some of your personal information to our related persons or entities as outlined in our Privacy Policy. Should you default on payments due to us, we may disclose your personal information by notifying the default to a credit reference agency or other third-party to obtain payment from you.

Other than as set out in our Privacy Policy, we will not share your personal information without your consent unless we are required to do so by law.

Our Privacy Policy explains how you may access and correct the personal information that we hold about you. It also sets out how you may contact us to complain about a breach of the Privacy Act, and how we will deal with such a complaint. If you have any questions or concerns about privacy or if you would like further information about our privacy practices, please contact us.

18. YOUR PERSONAL INFORMATION

Your Sydney Pole Account must have accurate personal information at all times for the purposes of billing, marketing or contact information.

Sydney Pole will send primary communication by email. It is your responsibility to ensure these details are accurate at all times. Any notice sent by us in accordance with this Agreement will be deemed received by you.

You agree to be bound by this Agreement and consent to the terms within it. If you cannot comply with this Agreement, then you may not access Sydney Pole services as a Member.

Do not sign this Agreement until you have read these Member Terms and the other documents listed in Section 1. If there is anything you do not understand, please ask us for an explanation before you sign.

This Agreement between you and us is immediately in effect upon submission of your Member Application through SPARK or providing this form to Sydney Pole Staff.

Member's full name: <CLIENTNAME>
Agreement date: <AGREEMENTDATE>

SYDNEY POLE CONTACT US

If you have any questions concerning your Sydney Pole Account or this policy, please contact our Customer Care team by writing to us:

info@sydneypole.com

ATTACHMENT 1

1 DEFINED TERMS

In addition to terms defined elsewhere in this Agreement, the following definitions apply throughout this Agreement, unless the contrary intention appears:

<p>Activation Allocation means the first Attendance Allocation that is available on your account when your Activation Payment is received by us. The Activation Date will be the same as your Attendance Start Date, which may not be the same as your Activation Payment date.</p>
<p>Activation Payment means the payment made at the time of your Member Application submission and allows for advance reservations starting from your Attendance Start Date subject to the Scheduling Window.</p>
<p>Active means a Reservation Credit or Credit Allocation that has a date range that has one or more dates that overlap with the current Scheduling Window and are not applied to a reservation (also called “unscheduled sessions” or “unbooked classes”).</p>
<p>Agreement Date means the date you submit your Member Application.</p>
<p>App Ready Device means the hardware and software meets MindBodyOnline recommendation requirements.</p>
<p>Attendance Allocation means the total number of Class Sessions for the single pricing option paid for by a Member Payment determined by the Member's Access Level. This Allocation can only be used to reserve valid Class Sessions only.</p>
<p>Available means a Reservation Credit or Credit Allocation that have not expired and are not applied to a reservation (also called “unscheduled sessions” or “unbooked classes”)</p>
<p>Casual Allocation means either a Casual Class Session that is a Reservation Credit valid for Class Streams, or, a Casual Practice Session that is a Reservation Credit valid for the Practice Streams.</p>
<p>Class Level means a Service Category's defined prior skill and knowledge requirements of the participant.</p>
<p>Class Session means it is a Scheduled Block only for Session Categories under Class Streams.</p>
<p>Credit Allocation means the total number of sessions included for a single pricing option purchased.</p>
<p>Expired means a Reservation Credit or Credit Allocation that is inactive due to reaching its expiry date.</p>
<p>Forfeited means a Reservation Credit or Credit Allocation that is inactive due to being forfeited under the terms of this Agreement.</p>
<p>Inactive means a Reservation Credit or Credit Allocation that is unable to be used to make a reservation but has not expired.</p>
<p>Late Member Payment means your Member Payment declined on the Scheduled Pay Date and it was after the Scheduled Pay Date that we received the amount owing.</p>
<p>Member Payment means the payment that commences 15 days after your Attendance Start Date and continues on a fortnightly payment cycle.</p>
<p>Member Rewards Allocation means the total number of sessions for a single Reward pricing option redeemed when the Member is eligible under the Members Reward Program.</p>
<p>Member Type means the Agreement makes the Member either a Standard or SP Exclusive Member Type under this Agreement.</p>
<p>No Show means the Member, Casual Visitor or guest has not checked in or applied a cancellation for the reservation on SPARK.</p>
<p>Non-Attendance means the Member, Casual Visitor or guest has not checked in or applied a cancellation for the reservation on SPARK.</p>
<p>Practice Session means it is a Scheduled Block only for Session Categories under Practice Streams.</p>
<p>Reservation Credit means a single credit from a Credit Allocation.</p>
<p>Scheduled Block means the start and end time provided on SPARK for the individual Session Category.</p>
<p>Scheduled Pay Date means the due date of your Member Payments subject to the Payment Cycle of your Agreement.</p>
<p>Service Type means the type of services Sydney Pole offers including class, practice, appointment and events service types with specific reservation requirements and pricing.</p>
<p>Session Category means under the Stream Type, the Specific Scheduled Block is in a Category based on the Class Name and subject to a Class Level such as Pole Practice, Aerial Practice, Pole Technique.</p>

Stream Type means under the Service Type, the Schedule Blocks are grouped into a specific steam offering such as Class Streams.

Sydney Pole means Sydney Pole Pty Limited (ABN 82 150 836 703) or Sydney Pole Pty Limited (ABN 69 149 383 148).

Sydney Pole Account means your personal client profile on MindBodyOnline created through SPARK to access Sydney Pole services and self service functionality.

Self Service Account Management (or SPARK) means the umbrella name for points of access available to log into your Sydney Pole Account including the Sydney Pole Branded App, MindBody App, MindBody Branded Web Tools, MindBody Consumer Mode or other Third Party Applications for Sydney Pole services. Availability of user access is subject to change at any time.

ATTACHMENT 2

2. WHAT ACCESS LEVEL SUITS YOUR ATTENDANCE FREQUENCY?

As of the 1st of June 2020, the Member Packages have six Access Levels available to Standard Members. To view the current List of Prices and Fees, please visit the Website.

If you frequently attend	Access Level	14 days ¹ to use up to:	Value ²	Members pay	Savings per fortnight
1 class per week	1	2 class reservations	\$80.00	\$68.00	\$12.00
2 classes per week	2	4 class reservations	\$160.00	\$99.00	\$61.00
3 classes per week	3	6 class reservations	\$240.00	\$128.00	\$112.00
4 classes per week	4	8 class reservations	\$320.00	\$149.00	\$171.00
5 classes per week	5	10 class reservations	\$400.00	\$169.00	\$231.00
6 classes per week	6	12 class reservations	\$480.00	\$185.00	\$295.00

¹ Applicable Member Rewards and other promotions may increase or decrease expiry dates of Credit Allocations. Access to Sydney Pole services and facilities is subject to the date range of the Attendance Allocation at the time of Member Payment, Scheduling Window and the live timetables.

² Valued based on the per hour rate for a Casual Class Session.

ATTACHMENT 3

3. ARE YOU ELIGIBLE FOR MEMBER REWARDS?

Under this Agreement, you are eligible for the Member Rewards Program as part of your Member Package. At this time you will receive the following Member Rewards as subject to the Member Rewards Policy.

As of the 1st of June 2020, all Member Packages are automatically enrolled into the Member Rewards Program, subject to the terms of this Agreement. When you submit your Member Application, you will automatically activate the follow offers:

- (a) Automatic Expiry Extension; and
- (b) Practice Session Matching.

3.1 AUTOMATIC EXPIRY EXTENSION

Your Member Package's Attendance Allocation receives an additional 14 days to double your access as outlined in your Service Privileges. The total available period of use is a maximum of 28 days, subject to Member Payment obligations and the Scheduling Window. This is subject to the terms of this Agreement and the Member Rewards Policy.

14 days Service Privileges	+	14 days Auto Expiry Extension	=	28 days Available Use
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3.2 PRACTICE SESSION MATCHING

Your Member Package will receive a Member Rewards Allocation containing Practice Reservation Credits for no additional charge. In addition, this Member Rewards Allocation will also include the Automatic Expiry Extension. The total available period of use is a maximum of 28 days, subject to Member Payment obligations and the Scheduling Window. This is subject to the terms of this Agreement and the Member Rewards Policy.

If you frequently attend	Access Level	14 days ¹ to use up to:	Value ²	Members pay	Savings per fortnight
1 class per week	1	2 practice reservations	\$30.00	\$0	100%
2 classes per week	2	4 practice reservations	\$60.00	\$0	100%
3 classes per week	3	6 practice reservations	\$90.00	\$0	100%
4 classes per week	4	8 practice reservations	\$120.00	\$0	100%
5 classes per week	5	10 practice sessions	\$150.00	\$0	100%
6 classes per week	6	12 practice sessions	\$180.00	\$0	100%

¹ Applicable Member Rewards and other promotions may increase or decrease expiry dates of Credit Allocations. Access to Sydney Pole services and facilities is subject to the date range of the Attendance Allocation at the time of Member Payment, Scheduling Window and the live timetables.

² Valued based on the per hour rate for a Casual Practice Session.