

PUREGYM'S MEMBERSHIP TERMS

1. GENERAL

The following membership terms (hereinafter Membership Terms) are valid for memberships with PureGym AG, Grabenwisstrasse 5, CH-8604 Volketswil (hereinafter PureGym). Commercial register number is CH-020.3.031.666-2.

Agreements regarding membership entered into at PureGym's gyms and via PureGym's digital channels (Internet/app) are concluded between a private person (hereinafter the Member) and PureGym.

In addition to these Membership Terms, the Member will also be bound by the specific terms and conditions applicable at the time of joining, referred to in these Membership Terms. Such specific terms and conditions are an integral and inseparable part of the Membership Terms.

2. PUREGYM MEMBERSHIP

2.1. TERMS FOR SETTING UP MEMBERSHIP

When establishing the membership, the Member must provide their name, address, email address, phone number, payment information. If contact or bank/card details are subsequently changed, PureGym must be notified immediately. It is the Member's responsibility to ensure that PureGym has the Member's correct contact information at all times.

PureGym communicates via email. PureGym declines all responsibility if the email address doesn't exist, is wrong or for whatever reason emails do not arrive to the Member.

The membership is personal, and cannot be shared.

2.2. MEMBERSHIP SERVICES AND TYPES

The membership entitles the usage of PureGym facilities (training area incl. exercise equipment, changing rooms, showers, bistro area, etc.) and to use the services provided. A Premium/Unlimited membership entitles to the shared use of all PureGym fitness clubs. Core memberships only entitles use of the Member's main club, which is stipulated at the website.

The contract between the Member and PureGym is made online via encrypted entry. The Member submits a binding offer of contract conclusion once successful payment is made in the join process. PureGym shall immediately confirm the acceptance of the offer by email. A binding contract is made with the receipt of the confirmation.

Summary of PureGym's valid membership types and specific conditions, rules, additional purchases and extra services for individual membership types are available in the Fee Schedule [here](#). This summary of services and fees may change from time to time.

Membership is personal and may not be used by anyone other than the Member. The Membership gives the Member access to using the equipment and services covered by their membership type.

The Membership can be used from the agreed start date, which appears on the purchase receipt.

Price reductions shall only apply for the duration of the promotional period. After such period, the membership price shall increase to the current headline price for the contract and fitness club, the relevant references can be found in the promotional text/content and confirmation email. PureGym reserves the right to end any promotion without warning at any time.

2.3. AGE LIMITS

If the Member is under 18 years of age or is legally incapacitated, the Member must go to a PureGym centre with their legal representative or use a digital solution provided by PureGym to set up a membership. To register at a PureGym centre, both parties must present valid photo identification.

The legal representative is responsible for ensuring that the Member complies with these Membership Terms and shall be liable for any claims that PureGym may assert against the Member pursuant to the membership and these Membership Terms.

The minimum age for training at PureGym, regardless of the representative's consent, is 14 years. PureGym reserves the right to change this age limit without prior notice.

2.4. PREMIUM MEMBERSHIP / FRIEND USE

Premium/Unlimited Members are entitled to attend with an additional person ("Friend") at weekends (Saturday and Sunday) without any additional charge, for the purpose of the shared use of the facilities. Premium Members will have the ability to share a link with the friend, who is required to register (only once) and download the mobile app to access the club using a QR code. The QR code will only work on Saturdays and Sunday, for a maximum of 10 entries per month (i.e., the maximum number of Saturday/Sundays in a Calendar month). The Member must ensure that the Friend complies with the house rules and follows the instructions of the staff. The Member is fully responsible for the actions of the Friend (cf. section 3).

2.5. DAY PASSES

Day Pass membership will be activated on the date you specified, running until midnight of the specified date. You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen. You cannot transfer this daily membership to anyone else nor transfer to another date. Day passes are non-refundable.

2.6. MEMBER'S CHANGE OF MEMBERSHIP TYPE

If the Member changes a membership type bought at a promotional price during the minimum binding contract period, it triggers the campaign price lapsing, and the Member must pay full price for the changed membership from the day the change takes effect.

2.7. MEMBERSHIP ON FREEZE

2.7a FREEZE FOR MONTHLY SUBSCRIPTIONS

A member on a monthly subscription may freeze their membership for a period up to a maximum of 2 months per year, for any reason.

A freeze request can be submitted only via the Online Portal and is subject to an administration fee per Freeze request with a maximum of 2 months consecutively (no fee in the case of a Premium / Unlimited memberships).

Freezes are only allowed for full month periods. A freeze may only be set starting the next renewal date of the Member's contract. It is not possible to retrospectively request a Freeze in the past.

During the Freeze Period, the Member will not have access to the PureGym fitness clubs.

Deadlines for payments and termination periods shall remain the same once the Member returns from freeze.

2.7b FREEZE FOR ANNUAL SUBSCRIPTIONS

It is not possible to freeze an annual subscription.

2.7c FREEZE FOR LEGACY CONTRACTS

Premium members with annual subscriptions beginning before 15 June 2024 (referred to as “Legacy Premium Members” from here on forward) may be eligible to freeze their membership for a period of up to 3 months for one of the following justified reasons: (1) Occupational stay abroad of more than four weeks duration with confirmation by the employer; (2) in case of medically certified inability to train as a result of illness or accident lasting more than four weeks; or (3) in case of verified military or civil defence service of more than four weeks.

Legacy Premium Members must contact Member Services to request the freeze by submitting the supporting documentation proving the justified reasons.

Freezes are only allowed for full month periods and may not be retrospectively applied in the past. The applicable start date to the Freeze is the 1st of the month following the confirmation of the Freeze from Member Services.

During the Freeze Period, the Member will not have access to the PureGym fitness clubs.

Deadlines for payments and termination periods shall remain the same once the Member returns from freeze.

When the Member auto-renews their Premium membership after 15 June 2024, the membership is no longer considered Legacy and becomes subject to Sections 2.7a / 2.7b.

3. USE OF MEMBERSHIP/CENTRE

3.1. HOUSE RULES

The Member is committed to continuously familiarize themselves with, and observe, the applicable [House Rules](#).

The Member must adhere to the house rules and the rules for unstaffed periods and follow the instructions of the staff. The rules for unstaffed periods can be viewed at the respective PureGym fitness club as well as on the PureGym website and can be amended by PureGym at any time without the consent of the Member. In the event of serious breaches against the house rules and/or the rules for unstaffed periods and/or the instructions of the staff, PureGym shall have the right to terminate the contract with immediate effect without refund of payment and issue an immediate house ban. This applies, in particular, in the event of the consumption of alcoholic beverages or drugs on the premises of the fitness club.

The Member's violation of the House Rules constitutes a breach of the membership and the Membership Terms and may result in expulsion or termination of membership, the imposition of fees and exclusion (blacklisting) of the Member from membership with PureGym and associated companies for a period set by PureGym or permanently. PureGym reserves the right to file a police report in case of violations of House rules.

3.2. MEMBERSHIP ACCESS / CARDS

The Member shall use the PureGym mobile app to gain access to the gym by scanning the QR code plate located at the entrance of their gym. Members with legacy membership cards may also use their cards to gain access to PureGym's gyms. PureGym decides whether membership cards shall be issued physically and/or digitally.

Membership cards (digital or physical) are personal and may not be used by others.

Membership cards must always be carried and scanned before exercise commences. They provide access to the PureGym facilities in Switzerland which are included in the membership type bought by the member.

The Member is responsible for keeping their membership card secure and in such a way that it is not damaged, lost or used by others; e.g. for unauthorized access or purchases. In case of loss or suspicion of abuse, PureGym must be informed immediately, including in writing. It is the responsibility of the Member to be able to prove that the membership card has been reported as lost to PureGym if subsequent doubts arise about this.

The Member may be held liable for the unauthorized use of membership cards until such cards have been reported lost/abused to PureGym.

If the physical membership card is damaged or lost, this must immediately be reported to PureGym, which will issue a new membership card for a fee. In order to obtain a physical membership card, the Member must appear at a PureGym facilities during manned hours.

3.3. PUREGYM APP AND WEBSITE

PureGym can give the Member access to managing their membership and exercise via an app or website. The Member's use of certain functionalities requires the Member to log in and use personal login information received from PureGym.

What is stated in clause 3.2 about storage, loss and abuse of membership cards applies similarly to login information.

PureGym is not liable for unavailability, crashes and defects or technical problems related to PureGym's app or website, including in connection with registration, cancellation, etc.

3.4. REGISTRATION FOR, AND DEREGISTRATION FROM, ACTIVITIES AT PURE GYM

Certain types of membership allow the Member to sign up for various activities, such as exercise classes (Live Group Fitness). Registration and deregistration for activities must be done via PureGym's app or website.

3.5. VALUABLES AND PROPERTY DAMAGE

Lockers are made available to members for storing clothing. Members must bring their own locks. PureGym does not accept any liability for the loss of valuables, clothing, or other objects. The Premium/Unlimited Member must inform the Friend of this.

PureGym recommends that particularly valuable items (e.g. cash, watches, jewelry, purses, bags, etc.) should not be brought to the gym or stored in the changing room lockers. Other items brought by members should be stored in a securely locked locker during exercise.

PureGym is not liable for any loss of property, theft or damage that occurs at PureGym's gyms.

3.6. HEALTH AND PERSONAL INJURY

All exercise is done at your own risk. The Member is responsible for being in a health condition that permits participation in activities at PureGym, just as the Member is responsible for having received the instruction necessary to perform the activities correctly and safely. PureGym is not liable for any injury caused by failure to comply with the above, or accidents, or any other visitor's acts or omissions.

PureGym is not responsible for assessing the members physical condition to train in the gym. If an assessment is made in the Gym it is not for diagnostic purposes.

3.7. RECORDING VIDEOS AND TAKING PHOTOS

PureGym's premises may not be used to record videos (moving images) and/or take photos for commercial use without prior written agreement from PureGym's headquarters.

It is not allowed to record video (moving pictures) or take photos of others at PureGym's gyms or post these on online media without consent.

3.8. VIDEO SURVEILLANCE

PureGym is a 24/7 Gym unless other opening hours applies on the website. All PureGym gyms are monitored using CCTV. The purpose of CCTV monitoring is to prevent crime and provide reassurance to staff members and other guests. You can read more about CCTV monitoring in the privacy policy which is applicable at the time, which can be accessed [here](#).

PureGym reserves the right to ban and/or fine for unauthorised access. The fines for the First, Second, and Third offense of unauthorized access can be found in the Fee Schedule [here](#).

4. PAYMENT

For all new memberships, the contractually agreed amounts are due immediately and must be paid online using one of our payment methods (Credit Cards, Debit Cards, Wallet payment, etc.).

Payments are not accepted in the clubs.

Payments due for Monthly Subscriptions will be deducted automatically using the payment type registered in the Online portal on the renewal date of the membership, if termination has not been initiated by the Member (cf. section 6).

The Member must pay for a monthly membership on a monthly basis, as well as a joining fee and any other fees and service charges in accordance with PureGym's prices which are applicable at the time. A monthly PureGym membership requires the Member to subscribe to automatic payments via a payment service designated by PureGym.

To cancel the payment agreement linked to your subscription, the Member must follow the Termination steps in Section 6.

4.1. PAYMENT SERVICE FOR PAID-IN-FULL RENEWALS

For pre-paid memberships, the Member pays for the entire membership period in advance on startup. If the membership is not terminated according to Section 6, invoices will be sent for automatic renewal via e-mail, and will be available in the Online Portal. Members must pay via bank transfer using the QR code on the invoice by the due date of the invoice.

If a Member does not pay by the due date of the invoice, the Member shall no longer be permitted to access the PureGym fitness clubs from the first day of the default on membership, until all outstanding amounts have been paid.

A Reminder fee will be charged for the first (10 days after due date) and second (20 days after due date) reminders sent to the Member, which is added to their total open debt, if payment is not received by the invoiced deadlines. The fees charged for each reminder can be found on PureGym's Fee Schedule [here](#). If the outstanding amounts (incl. reminder fees) are not paid by the final due date (27 days after invoice due date), **after at least 2 written reminders**, PureGym will transfer the case to a **collection agency** (Intrum), at which point the Member must settle the open debt with the debt collector directly. The debt collector will add additional fees according to the debt collector's current fee table as stated on the debt collector's fee schedule. The fee table can be viewed here : www.fairpay.ch.

4.2. NON- OR LATE INVOICE PAYMENT

If a payable amount is not paid on time, a reminder is sent via e-communication. PureGym charges a reminder fee according to current rates, which can be found on PureGym's Fee Schedule [here](#).

If payment is not made by the specified due date, PureGym has the right to block the membership without notice so that the Member cannot access the gym. If non-payment continues, PureGym has the right to terminate the membership without further notice and to collect other outstanding and payable amounts immediately. If the membership is blocked, the Member may not access the gym, use any membership benefits, = or change their membership until the full outstanding balance has been paid to PureGym, and documentation has been presented for this.

PureGym reserves the right to make credit checks on Members or potential new Members as well as pass on payment experience to Intrum AG, to the Swiss Association Creditreform, or to other collection agencies.

In case of expulsion of the Member, termination of the membership, exclusion of the Member and reporting to the police, cf. sections 3.1. and 8, any outstanding amounts are payable immediately.

4.3. REFUND OF CREDIT BALANCES

In case of a credit balance from PureGym, PureGym will generally credit such amounts to future membership. If the membership is terminated and the Member has a remaining credit amount, the amount will be returned to the Member's registered form of payment according to the Online Portal.

4.4. FEES

The Joining Fee (if one is payable) and the contractual membership fees are due immediately at time of purchase. Joining fees are applied to cover the initial administration costs associated with setting up a new membership.

5. CHANGES

5.1. CHANGES TO MEMBERSHIP TERMS

PureGym can continuously make changes to these Membership Terms. Changes will be announced in due time via PureGym's digital channels. In case of substantial changes impacting the Member, PureGym shall provide the Member with written notice by e-communication at least 30 days before the change comes into force. The Member always has the option to terminate their membership in accordance with clause 6.1.

5.2. CHANGES TO MEMBERSHIP TYPES, SERVICES AND PRODUCTS

PureGym may make changes to offered membership types, services and products. PureGym shall provide the Member with written notice by e-communication at least 30 days before the change comes into force. The Member always has the option to terminate their membership in accordance with clause 6.1.

5.3 CHANGES TO PRICES

The membership price may be increased at any time. The new prices apply to contract extensions, provided that the increase was notified to the Member at least 30 days prior to the start of the notice period and the Member does not terminate the agreement in due time.

PureGym can continuously introduce new fees or change fees subject to the Membership Terms. For example, such fees may be introduced or adjusted as a result of increased costs for PureGym's handling of customer enquiries, lost membership cards or other equipment, or the handling of customer payments, including as a result of changes to PureGym's business procedures. The changes will appear on PureGym's price list which is applicable at the time and PureGym's digital channels well in advance.

6. TERMINATION, CANCELLATION, ETC.

6.1. TERMINATION BY THE MEMBER

All contracts are automatically renewed with the same additional services ("Bolt-on") for the same duration at the currently valid prices and the currently valid T&C, provided that the contract is not cancelled at least 10 days prior to the expiry of the membership via the Online PureGym Member area only.

A termination can be made through the Online PureGym Member area only.

The Member will receive a confirmation of the termination from PureGym. In case of doubt as to whether a membership has been terminated, it is the responsibility of the Member to prove that they have terminated their membership through the acceptable channel (using the Online Member Portal).

6.2. TERMINATION OF MEMBERSHIP WITH MINIMUM CONTRACT PERIOD OR PAID-IN-FULL

If the Member has subscribed to a membership with a minimum contract period, the membership may be terminated with effect from the end of the month where the minimum contract period expires. After the minimum contract period, the membership can be terminated in accordance with clause 6.1.

A termination of a paid-in-full membership may be exceptionally granted if a Member relocates outside of Switzerland only upon submission of an official certificate from the cantonal office for population issues. The member will be refunded the remaining amount of their subscription, pro rata from the end of the notice period to the end of the subscription period. Termination requests can be made by contacting Members Services via the contact us form [here](#), or by emailing info@puregym.swiss.

6.3. TERMINATION BY PUREGYM

PureGym may terminate the Member's membership at any time with 10 days notice prior to the expiry of the membership.

PureGym has the right to cancel the Member's membership if the Member is in material breach of their obligations to PureGym. Late or non-payment of an amount due, (contributory) abuse of the membership card or login information, doping or material violation of House Rules always constitutes material breach. PureGym can also sanction the Member as stated in the House Rules; including by way of expulsion, exclusion, reporting to the police etc.

6.4. TRANSFER OF PAID-IN-FULL MEMBERSHIP

A Paid-in-full membership can be transferred. To complete the transfer, an application can be made to transfer the contract to another person. For this purpose, a corresponding application must be made to PureGym by providing the name and address of the person taking over the contract. The transfer can only be made if the person taking over the contract agrees to a new contract term, whereby the membership fee are reduced pro rata to the transferred remaining term. The transfer is made subject to an administration fee. PureGym reserves the right to reject applications at its discretion.

7. PROCESSING OF PERSONAL DATA

When a PureGym membership is set up, and when the Member uses PureGym's other services or makes additional purchases, PureGym collects various personal data about the Member in accordance with the Privacy Policy which is applicable at the time, which can be found [here](#).

8. LIABILITY AND LIMITATION OF LIABILITY

The Member uses the facilities and services at his or her own risk and perils and shall be fully liable for the damage caused by him or her and (in case of Premium/Unlimited membership) by the Friend to all facilities of the PureGym fitness club. PureGym excludes any contractual and non-contractual liability for the Member's damages and (for Premium/Unlimited Membership) damages incurred by the Friend, to the extent permitted by law. In particular, PureGym also excludes any liability (in tort and in contract) for financial damages, damages to property and any contractual liability for acts and/or omissions of auxiliary persons. Should the Friend assert any claims against PureGym, the Premium/Unlimited Member shall indemnify PureGym in full. It is the Member's responsibility to take out an insurance policy.

PureGym is not liable for any loss or damage caused by simple negligence, just as PureGym is not liable for indirect losses.

The Member is not entitled to claim damages or compensation if the Member's opportunity to use PureGym facilities are reduced as a result of renovation or maintenance work, damage, repairs, cleaning, health or hygiene measures or other operational measures initiated by PureGym.

If PureGym is unable to fulfil their obligations to the Member as a result of conditions beyond PureGym's control, which PureGym could not foresee or overcome the consequences of (force majeure), the parties' obligations towards each other are suspended during the period during which force majeure exists. The Member cannot cancel their membership during this period, but the Member may terminate their membership in the usual way. If the Member has a pre-paid membership and PureGym is unable to meet their obligations to the Member for a period of time due to force majeure, the Member may not demand that such pre-paid membership is fully or partially

refunded or compensated immediately for such period. If the membership remains in force after the force majeure period, PureGym will deduct the value of the prepaid membership for the period from the subsequent billing of the Member.

9. APPLICABLE LAW AND JURISDICTION

For claims brought by a Member against PureGym, the court at the Member's place of residence or at the registered office of PureGym shall be competent. For claims brought by PureGym, the court at the Member's place of residence shall be competent. The membership contract and the present T&C are subject exclusively to Swiss Law.

Any liability for the offerings and services of third-party providers is excluded to the extent permitted by law. In particular, liability is not accepted for the accuracy and completeness of the information from third-party providers and the provision and content of the service offered by the same. The service of the third-party provider is used at the Member's own risk and perils. Any claims arising out of this must be asserted by the Member exclusively with the third-party provider.

In case of inconsistencies between the English and German versions of the Membership Terms, the latter shall prevail.

10. CONTACT INFORMATION

For questions regarding these membership terms, the Member is welcome to contact PureGym via our contact form [here](#).

If the Member wishes to express any concerns regarding their membership purchase, the Member must contact PureGym member service via our website [here](#).

11. VERSIONS

This is version 2.0 – 2024 of PureGym's Membership Terms, applicable for all membership.