

PLATFORM TERMS OF USE

BForty Pilates Pty Ltd ATF BForty Pilates Trust ("BForty Pilates") (ABN 47 673 185 398) ("**we**", "**us**" or "**BForty Pilates**") operates a website [<https://bfortypilates.com.au/>], and other e-commerce technology including application program interfaces, mobile, tablet and other smart device applications (**Platforms**).

These Platform Terms of Use are to be read in conjunction with:

1. the Hapana terms of service (**Hapana Terms of Service**) which apply to your use of the booking platform used on our Platform or any replacement service provider's terms of use;
2. the membership terms (**Membership Terms**) which apply to your purchase of any products or membership and your use of our services, including your booking and attendance at any of our classes.

1. AGREEMENT TO WEBSITE TERMS OF USE

Access

By accessing this site, you agree to be bound by these terms of use ("Platform Terms of Use"). These Platform Terms of Use constitute a binding agreement between you, BForty Pilates and its related bodies corporate and govern your use of our Platforms including accessing, browsing or registering to use our Platforms as well as the products and services available through our Platforms. If you do not agree to these Platform Terms of Use, you must cease using our Platforms.

Privacy Policy

As part of these Platform Terms of Use, your use of our Platforms is also subject to our Privacy Policy (located at <https://bfortypilates.com.au/privacy-policy/>), which is incorporated by reference into these Platform Terms of Use.

Legal capacity to transact

If you are under 18 years of age, you cannot participate or transact through our Platforms except with the involvement and consent of a parent or legal guardian. By permitting a minor to access or use our services, the parent or legal guardian:

- confirms that they have read and agreed to these Platform Terms of Use on behalf of the minor;
- accepts full responsibility for the minor's use of the Platforms, products and services, including all payments, fees and compliance with these Platform Terms of Use; and
- acknowledges that any contract arising from the minor's use of our Platforms, products or services is binding on the parent or legal guardian.

Should BForty Pilates suffer any damage or other losses as a result of a transaction entered into by a minor, we reserve the right to seek compensation for such losses from his/her parents or legal guardians.

2. SERVICES

Our Platforms provide information about our classes, membership options, events and related content and allow you to:

- Book classes or make appointments;
- Purchase membership packages or class packs;
- Register an account; and

otherwise, access or browse our Platforms.

3. RESTRICTIONS ON USE

You must not:

- use any device, routine or software that interferes, or attempt to interfere, with the proper working of our Platforms;
- engage in any action that requires, or may require, an unreasonable or excessively large load on our infrastructure;
- use our Platforms to decipher passwords or security encryption codes, transmit any worms, viruses or Trojan horses, transfer or store illegal, threatening or obscene material or otherwise violate the security of any computer network;
- use our Platforms to violate any applicable local, state, national or international law, to engage in any misleading or deceptive online marketing practices or for any fraudulent or malicious purposes;
- use any spider, robot or search/retrieval application or any screen scraping, data mining or similar data gathering device, process, program or means to access, retrieve or index any portion of our Platforms
- use our Platforms by any automated means;
- use our Platforms to transmit junk mail, spam or chain letters or pyramid schemes or engage in other flooding techniques or mass distribution of unsolicited email;
- access, retrieve or index any portion of our Platforms for use in constructing or populating any database that is searchable online or for the purpose of soliciting or sharing reviews;
- interfere with the display of any advertisements appearing on or in connection with our Platforms;
- reverse engineer, decompile, disassemble, adapt, modify, translate, frame or reformat any of the material contained on our Platforms
- reproduce, duplicate, copy or store any of the material appearing on our Platforms other than for your own personal and non-commercial use;
- falsely imply that any other website is associated with our Platforms
- do anything that leads, or may lead, to a decrease in the value of the BForty Pilates' intellectual property rights in our Platforms;
- use or exploit any of the material appearing on this site for, or in connection with, any business or enterprise (whether for profit or otherwise), including any business or enterprise that is in competition with our Platforms;

- release to the public any news release, advertising material, promotional material or any other form of publicity or information relating to BForty Pilates without BForty Pilates' prior written consent; or
- use our Platforms to post offensive, defamatory or infringing material.

Violations of these Platform Terms of Use

Without limiting any other remedies available to BForty Pilates at law or in equity, BForty Pilates reserves the right to, without notice,

- temporarily or indefinitely suspend, or terminate, your access to our Platforms or refuse to provide products or services to you if:
 - you breach any provision of these Platform Terms of Use;
 - BForty Pilates is unable to verify or authenticate any information that you provide to us; or
 - BForty Pilates believes that your actions may cause damage and/or legal liability to BForty Pilates, any of its customers or suppliers or any other person.
- remove or block access to any information and/or materials (in whole or in part) that BForty Pilates, at its discretion, regards in any way to be objectionable or in violation of any applicable law, any person's intellectual property rights or these Platform Terms of Use.

Indemnity

You indemnify and hold harmless BForty Pilates and its officers, employees, agents, consultants, licensors, partners and affiliates from and against any losses, liabilities, costs, expenses or damages (including actual losses or damages, including all legal fees on a solicitor-client basis) suffered or incurred by any of them due to, arising out of, or in any way related to (directly or indirectly):

- any material or information that you submit, post, transmit or otherwise make available through our Platforms;
- your use of, or connection to, our Platforms; or
- your negligence or misconduct, breach of these Platform Terms of Use or violation of any law or the rights of any person.

You are not liable to the extent any claims are caused or contributed to by BForty Pilates' wrongful act or negligent or wilful breach of these Platform Terms of Use.

4. REGISTRATION AND ACCOUNT SECURITY

Requirement for registration

BForty Pilates reserves the right to make any parts of our Platforms accessible only to users who have registered.

Username and password

Upon registration with our Platforms, you will be issued with a username and password to access your account. You are responsible for maintaining the security of your password for our Platforms. BForty Pilates will not be liable for any loss or damage arising from or in connection with your failure to comply with this security obligation. You agree that BForty Pilates will be entitled to assume that any person using our Platforms with your username and password is you or your authorised representative.

You must notify BForty Pilates immediately of any known or suspected unauthorised use of any password or any other breach of security.

User information

In order to register an account on our Platforms, you must agree to these Platform Terms of Use and provide BForty Pilates with:

- a valid email address;
- accurate billing and contact information (including your street address and the name and telephone number of your authorised billing contact and administrator); and
- any other information that may be required by BForty Pilates during the registration process.

You must promptly update this information to maintain its accuracy at all times.

You represent and warrant to BForty Pilates that all information provided to BForty Pilates by you, including the information provided by you through our account registration module or entered into your account profile, is true, accurate complete and not misleading and does not violate any applicable law or regulation or any person's intellectual property or other rights.

Multiple accounts and automated account opening

One person may not maintain more than one account on our Platforms. Accounts registered by "bots" or other automated methods are not permitted.

Approval of registrations

BForty Pilates reserves the right to accept or reject any application for registration of an account on our Platforms at its discretion.

5. PAYMENT METHODS

STRIPE secure payment gateway

BForty Pilates uses the third-party payment gateway provided by Stripe Payments Australia Pty Ltd (ABN 66 160 180 343) trading as "Stripe" for its secure online payment transactions. Payments made through Stripe are subject to Stripe's own terms and conditions and privacy policy. For more information about Stripe, see the Stripe website (<http://www.stripe.com/>).

Unless you expressly consent otherwise, we do not see or have access to any personal information that you may provide to Stripe, other than information that is required in order to process your order and deliver your purchased items to you (eg, your name, email address and billing/postal address).

Refunds and other remedies

Except as expressly provided otherwise in these Platform Terms of Use and required under the Australian Consumer Law, all amounts paid through this site are non-refundable. Further information on the steps that BForty Pilates will take to remedy any breach of any non-excludable condition or warranty/guarantee is provided under the heading "Remedies limited" in these Platform Terms of Use below.

Security

While our hosting providers employ secure technology for transactions with our customers, we will not be responsible for any damages, including consequential losses (whether direct or indirect), that may

be suffered by a customer whose credit or debit card or bank account information is used in a fraudulent or unauthorised manner by any person other than BForty Pilates.

6. INTELLECTUAL PROPERTY

Copyright

In these Platform Terms of Use, the term "**Proprietary Content**" means:

- our Platforms;
- all of its content (including all of the text, images, graphics, designs, software, data, sound and video files and other information contained on our Platforms, and the selection and arrangement thereof); and
- all software, systems and other information owned or used by BForty Pilates in connection with the products and services offered through this site (whether hosted on the same server as this site or otherwise).

All Proprietary Content is the property of BForty Pilates or its licensors (as applicable) and is protected by Australian and international copyright, trade mark and other intellectual property laws. You must not reproduce, transmit, republish or prepare derivative works from any of the Proprietary Content, except as expressly authorised by these Website Terms of Use or with the prior written consent of BForty Pilates or other copyright owner (as applicable).

You may download and print out content from our Platforms only for your own personal and non-commercial use and provided that you do not remove or modify any copyright, trademark or other proprietary notices.

Trade marks

BForty Pilates logo and the phrase "BFORTY PILATES" are trademarks of BForty Pilates in Australia of which applications are pending. Our trade marks, service marks and/or trade dress of BForty Pilates may not be used, copied or imitated, in whole or in part, without the prior written consent of BForty Pilates.

Copyright claims

If you believe that our site contains any material that infringes upon any copyright that you hold or control, or that users are directed through a link on this site to a third party website that you believe is infringing upon any copyright that you hold or control, you may send a notification of such alleged infringement to us in writing. Such notification should identify the works that are allegedly being infringed upon and the allegedly infringing material and give particulars of the alleged infringement. In response to such a notification, we will give a written notice of a claim of copyright infringement to the provider of the allegedly infringing material and give particulars of the alleged infringement. BForty Pilates take all such reports seriously and will endeavour to consider and respond to any such notice within a reasonable time. However, noting that BForty Pilates may need to contact and seek response from the party who provided that material or link to BForty Pilates before we can substantively respond to a notification.

7. DISCLAIMER OF WARRANTIES

To the maximum extent permitted by law, BForty Pilates and its officers, employees, agents, consultants, licensors, partners and affiliates expressly disclaim all conditions, representations and warranties (whether express or implied, statutory or otherwise) in relation to our Platforms and any

products and/or services purchased or obtained through Our Platforms, including any implied warranty/guarantee of merchantability, fitness for a particular purpose or non-infringement.

Our Platforms are provided strictly on an "as is" basis. To the maximum extent permitted by law, the BForty Pilates and its officers, employees, agents, consultants, licensors, partners and affiliates make no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of our Platforms or any of its content, and in particular do not represent, warrant or guarantee that:

- the use of our Platforms will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
- our Platforms will meet your requirements or expectations;
- anything on or Platforms, or on any third-party website referred or linked to in our Platforms, is reliable, accurate, complete or up-to-date;
- the quality of any products, services, information or other material purchased or obtained through our Platforms will meet any particular requirements or expectations;
- errors or defects will be corrected; or
- our Platforms or the servers that make it available are free of viruses or other harmful components.

8. LIMITATION OF LIABILITY

Exclusion of liability

To the maximum extent permitted by law, BForty Pilates and its officers, employees, agents, consultants, licensors, partners and affiliates exclude all liability to you or any other person for any loss, cost, expense, claim or damage (whether arising in contract, negligence, tort, equity, statute or otherwise, and for any loss, whether it be consequential, indirect, incidental, special, punitive, exemplary or otherwise, including any loss of profits, loss or corruption of data or loss of goodwill) arising directly or indirectly out of, or in connection with, these Platform Terms of Use or the use of our Platforms by you or any other person.

Remedies limited

To the maximum extent permitted by law, and without limiting any other provision of these Platform Terms of Use, BForty Pilates and its officers, employees, agents, consultants, licensors, partners and affiliates expressly limit their liability for breach of any non-excludable condition or warranty/guarantee implied by virtue of any legislation to the following remedies (the choice of which is to be at BForty Pilates discretion):

- in the case of goods, to any of the following:
 - the replacement of the goods or the supply of equivalent goods;
 - the repair of the goods;
 - the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - the payment of the cost of having the goods repaired; and
- in the case of services:
 - the supply of the services again; or

- the payment of the cost of having the services supplied again.

Release

You agree that your use of our Platforms is at your own discretion and risk. You agree to release BForty Pilates and its officers, employees, agents, consultants, licensors, partners and affiliates from any claim, demand or cause of action that you may have against any of them arising from these Platform Terms of Use or the use of our Platforms by you or any other person. BForty Pilates may plead this release as a bar and complete defence to any claims or proceedings.

9. GENERAL

Notifications

BForty Pilates may provide any notification for the purposes of these Website Terms of Use by email and/or by adding the notification into your user control panel.

Assignment

Your registration with our Platforms is personal to you and may not be sold or otherwise transferred to any other person.

BForty Pilates may assign, transfer or sub-contract any of its rights or obligations under these Platforms Terms of Use at any time without notice to you.

Severability

The provisions of these Platform Terms of Use are severable and, if any provision of these Website Terms of Use is held to be illegal, invalid or unenforceable under present or future law, such provision may be removed, and the remaining provisions shall be enforced.

Variation

BForty Pilates reserves the right to amend these Website Terms of Use and any other policy on this site at any time and any such changes will, unless otherwise noted, be effective immediately. Please look at the Last Updated date at the top of these Platform Terms of Use as published on our Platforms. Your continued use of our Platforms will mean you accept those amendments. We reserve the right, without notice and at our discretion, to change, suspend, discontinue or impose limits on any aspect or content of this site or the products/services offered through our Platforms.

Governing law and jurisdiction

These Platform Terms of Use will be governed in all respects by the laws of New South Wales. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts of appeal from them.

If you have any questions regarding these Platform Terms of Use, please contact us at info@BFortypilates.com.au.