

chocoZAP服務政策和使用條款和細則

第一條 適用範圍

本服務政策適用於使用由RIZAP HONG KONG LIMITED（“本公司”）在中華人民共和國香港特別行政區（“香港”）經營的「chocoZAP」健身設施及其相關服務（“服務”）（“地點”）的用戶（“用戶”）。本公司保留草擬、增加或修改在每個指定地點提供服務的任何附加使用條款和細則的權利。

第二條 承擔風險和對自身福祉的責任

在使用服務時，所有用戶承認他們已經閱讀、理解並同意本服務政策和條款和細則，並申明、承認和確認他們健康和身體狀況良好，沒有任何損傷或疾病會阻止或使他們在醫學上不明智地參與服務。所有用戶特此承認，（i）地點一般會無人值守，在服務提供過程中不會及時獲得公司現場工作人員提供的監督或幫助；（ii）服務包括促進體育鍛煉、運動和其他可能造成受傷的活動的功能，而不應被誤解為醫療建議、診斷或治療。用戶在使用服務前如有任何疑慮，應諮詢其註冊醫生。用戶不得因在地點或由公司提供的任何信息而忽視或延遲尋求專業醫療建議。公司提供的信息僅用於教育、推廣和/或參考目的，而不應被視為專業醫療建議。每個用戶都同意，對任何公司透過服務提供的任何信息的依賴，以及購買和使用服務，都是其知情決定的結果，並完全由其自行承擔風險。

第三條 計劃認購

所有用戶必須通過本公司指定的流動設施或應用程序（“指定應用程序”）或網站（“指定網站”）認購計劃（定義見下文第6條），以便使用服務。除非獲本公司授權，否則所有用戶均應年滿18歲或以上。

第四條 服務資格

（1）服務僅向已被本公司接受其計劃認購並在使用服務時仍然有效的用戶。18歲以下或90歲以上的個人不符合服務資格。

（2）本公司保留更改每個地點提供的服務範圍和每個用戶的開始使用日期的權利。

第五條 使用指定應用程序通過藍牙進入

(1) 用戶可在其認購被接受後，使用安裝了指定應用程序的智能手機（“移動設備”）上通過啓動藍牙功能進入地點（“藍牙訪問”）。

(2) 用戶應在其移動設備上點擊指定應用程序中的指定簽到界面，同時將該移動設備靠近位置入口處的藍牙終端/鎖定/指定區域，以進入該位置並使用服務。

(3) 每個用戶使用服務的權利是每個會員的個人權利，不可轉讓和轉讓。藍牙訪問僅供每個用戶自己使用，不能轉讓、移交或出借給他人。

第六條 認購費及計劃

(1) 服務的認購費（「認購費」）由本公司根據所認購的計劃（定義見下文）及所選擇的地點厘定。認購費須在指定應用程式及/或指定網站上注明（本公司可全權酌情不時修訂）。用戶可透過指定應用程式及/或指定網站預付有關認購費後，認購以下計劃。

(2) 現有計劃有：

- a) 月度計劃
- b) 24小時計劃
- c) 免費試用計劃

（以下單獨稱為“計劃”，統稱為“計劃”）。

(3) 月度計劃的認購費於每個日歷月的第一天（“到期日”）到期。選擇月度計劃的用戶（“月度計劃用戶”）應按照指定應用程序和/或指定網站規定的方式支付每個日歷月的認購費。新月度計劃用戶在首次認購時應支付的認購費總額應為認購之月的剩餘日歷日（包括認購日期）和下個月認購費。選擇24小時計劃的用戶（“24小時計劃用戶”）應在訂閱時支付該訂閱費。

(4) 除非本服務政策和使用條款及細則另有規定，每月訂閱計劃到期後，除非用戶已按第9條規定的方式終止服務，否則將根據當時有效的訂閱費（可能會不時修訂）自動連續按月續訂。

(6) (1) 本公司有權通過（並由本公司認為適當的）電子郵件、指定應用程序和/或指定網站向用戶發出不少於十（10）天的事先通知，隨時調整和修改認購費（由本公

司全權決定)。此類調整或修訂將在通知期結束或用戶現有訂閱期限屆滿後立即生效，以較晚者為準。

(7) (2) 如果月度計劃用戶未能在到期日或之前全額支付認購費，公司保留拒絕他們訪問和使用服務的權利，直到他們支付所有未付款項為止。公司保留追回已提供服務但未收取相關認購費的權利，而用戶將承擔對與追回該些認購費相關的任何和所有額外費用。此外，如果認購費未在到期日的10天內支付，公司可能會就未支付的訂閱費收取相當於應付金額百分之十五（15%）的額外行政費用，但最低金額為50港元（或公司不時另外決定的其他金額）。

第7條使用條款和條件

(1) 除本服務政策另有規定外，用戶應遵守以下事項，並同意、承認和確認其遵守這些條件乃使用服務的條件：-

(a) 用戶應遵守本公司就使用該地點的設施和設備發布的相關條款和細則/用戶指南/使用規則/其他指南；

(b) 用戶必須穿著可在該地點適當及安全使用的鞋履，嚴禁用戶穿著可能損壞該地點內設施或設備的鞋履，例如有鞋釘的運動鞋。

(c) 用戶不得在該地點攜帶和使用其個人培訓設備。

(d) 禁止用戶在該地點或該地點附近銷售商品或從事牟利行為、招攬、政治活動、被視為與宗教有關的招攬行為或其他廣告活動。

(e) 禁止用戶向其他用戶提供個人培訓服務或進行其他類似活動（無論是否以營利為目的）。

(f) 除非已認購計劃或獲得公司書面授權，否則禁止客人和訪客進入該地點和使用服務。

(g) 禁止用戶從事暴力活動、性騷擾、誹謗、騷擾、侵犯隱私、反社會行為或對其他用戶造成任何其他滋擾。

(h) 禁止用戶將寵物帶入該地點。

(2) 用戶在使用自助美容儀時應遵守以下條款和條件：

(a) 用戶如患有或可能患有以下疾病或出現以下情況，應避免使用自助美容儀： -

(i) 冠心病（心臟病）、心力衰竭、主動脈瓣狹窄、擴張型心肌病、主動脈瘤、主動脈夾層、馬凡氏綜合癥、心肌炎、長Q-T綜合征、心內膜炎、心外膜炎、心律失常、心律不齊、心絞痛、胸痛、特發性擴張型心肌病和使用起搏器或植入式除顫器；皮膚感染；皮膚過敏、對金屬過敏的皮膚；面部黑變病、過度紫外線照射引起的皮膚炎癥；腫瘤；高血壓；惡性或患病色素；

(ii) 有感染病史或單純皰疹感染病史；

(iii) 艾滋病/艾滋病毒；

(iv) 肝硬化；

(v) 肝炎；

(vi) 特應性皮炎；

(vii) 瘢痕疙瘩體質；

(viii) 熱接觸性蕁麻疹；

(ix) 接觸性皮炎；

(x) 感冒性蕁麻疹；

(xi) 可能的出血或內出血；

(xii) 經期，哺乳期，懷孕，可能懷孕；

(xiii) 日光浴前後1個星期內；

(xiv) 手術後6個月內；

(xv) 脫毛後2周內；

(xvi) 受酒精及藥物影響；

(xvii) 嚴重的身體虛弱；

(xviii) 剃須後；

(xix) 皮膚狀況異常，發紅或瘙癢；

(xx) 在有鋼釘的區域；

(xxi) 哮喘；

(xxii) 在有紋身的地方；或

(xxiii) 關於類固醇藥物治療。

(b) 強烈建議用戶就自助美容儀的建議使用諮詢合格的醫療專業人員，並聽取合格醫療專業人員的建議；

(三) 自助式美容儀器並非用以診斷、治療、治愈或預防任何疾病或健康狀況。用戶在使用前，應自行判斷該等儀器會否對身體造成任何影響。當使用者有疑問時，應先

諮詢醫療專業人士的專業意見。

(d) 用戶在使用自助美容儀前，應採取以下預防措施：－

(i) 請使用公司指定的面霜；

(ii) 將本公司指明的乳膏塗於他們的手掌，並觸摸手掌以確認探頭的溫度；

(iii) 自助美容儀溫度異常高，或用戶感覺異常，停止使用；

(iv) 請避免空腹使用（建議：飯後1小時使用自助美容儀）；

(v) 身體狀況不佳時，請勿使用自助美容儀；

(vi) 請勿在以下地方使用自助美容儀：

粘膜、口腔內、眼球；

•靠近心臟；

任何接受過整形手術的身體部位；

膝蓋、肘部和其他關節

剛剛脫毛或日光浴的傷口或區域；

痛覺和感覺障礙的部位；

嵌入金屬、塑料、矽膠或其他材料的任何身體部位；

(vii) 請不要在用戶出現以下皮膚不適的區域使用自助美容儀：

炎癥區域，如痤瘡和小粉刺；

化妝品等引起的皮膚炎癥區域。；

有特應性皮炎和濕疹等癥狀的網站；或者

由於瘙癢、灼傷、身體刺激而導致的病理色素沈著部位。

(viii) 請移走所有手表和貴金屬配件；

(ix) 請勿將高揮發性物質（除甲劑等）塗抹在塗抹區域；

(x) 請不要同時使用多個功能；

(xi) 閱讀放置在自助美容設備旁邊並發布在指定應用程序上的用戶指南、手冊和注意事項，充分注意使用時間和輸出功率，並按照用戶手冊規定的方法使用。

(e) 用戶在使用自助美容儀時，應遵守以下規則：－

(i) 不得打開蓋子，拆卸或改裝該器件的任何部分；

(ii) 不得將該裝置作其基本用途以外的其他用途；

(iii) 不得在器件的任何部分放置重物；

(iv) 不要將水弄在主機及機身上；

(v) 不得以濕手使用該器具；

(vi) 請充分注意避免燙傷；

(vii) 請使用本公司指定的面霜，並在使用過程中面霜變幹時重新塗抹；

(viii) 請確保自助美容儀頭應與皮膚緊密接觸，使用時請勿將儀器聚焦於特定部位而移動。

- (ix) 使用完自助美容儀後，請立即切斷電源；
- (x) 雷雨發生時，請停止使用自助美容儀。
- (xi) 請不要在同一部位使用自助美容儀超過30分鐘。

(f) 此外，用戶同意以下內容：

- (i) 自助美容儀的效果因人而異，視乎個別皮膚及身體狀況等因素而定；
- (ii) 使用後，用戶應擦掉自助美容儀上的面霜，保持自助美容儀清潔；
- (iii) 使用自助美容儀後的第二天，用戶應避免洗澡、桑拿、石浴等對身體有重大影響的行為；
- (iv) 自助美容儀可每天使用，但在同一身體部位使用應間隔一天；
- (v) 如使用自助美容儀超過1小時，應切斷電源，每隔約10分鐘再次使用；
- (vi) 用戶不得損壞電線，或強行扭曲電線；
- (vii) 用戶不得拉動或纏繞探頭的電線；
- (viii) 用戶不得弄濕自助美容儀的機身或其操作面板；

(g) 本公司對因使用自助美容儀而引起的任何事故或糾紛不承擔任何責任。

(3) 用戶在使用自助美甲儀時應遵守以下條款和條件： -

(a) 在訪問該地點之前，用戶應： -

- (i) 確認並同意可在地點和指定應用程序上展示的自助美甲設備用戶指南；和
- (ii) 下載可在指定應用程序上找到的指甲打印機應用程序。

(b) 用戶在使用自助美甲儀時，將被視為同意印花美甲如有損壞或立即脫落。

(c) 用戶不得在指甲以外的區域使用自助美甲裝置。

(d) 用戶在下列情況下不得使用自助美甲儀： -

- (i) 經合資格的醫療專業人員診斷為患有疾病或傳染病，而尚未痊愈時；
- (ii) 身體條件差；
- (iii) 懷疑指甲疾病；
- (iv) 指甲或皮膚疑似感染；
- (v) 對某些藥物過敏時；
- (vi) 違反自助美甲裝置用戶指南；
- (vii) 違反本條或本公司不時規定的有關使用自助美甲儀的任何規則。

(e) 就使用自助美甲儀而言，用戶同意：

- (i) 自助美甲儀被盜或毀壞，用戶可能對損壞承擔責任；

(ii) 本公司不對用戶財物的丟失或損壞負責。任何無人看管的物品將被保留三（3）天然後處置；和

(iii) 在使用設備之前，用戶應閱讀放置在該設備旁邊並在指定應用程序上發布的用戶指南、手冊和注意事項，並按照其中規定的說明使用該設備。

(f) 用戶在使用自助美甲儀時，應遵守以下規則：-

- (i) 請使用本公司指定的凝膠；
- (ii) 如感到過熱等異常，請停止使用；
- (iii) 雷雨發生時，請停止使用自助美甲器；
- (iv) 使用自助美甲裝置時請脫鞋；
- (v) 使用後請務必清潔自助美甲器，並將備件放回原位；
- (vi) 自助美甲裝置不得用作美甲以外的用途；
- (vii) 請不要在室內吸煙，進食或飲酒；
- (viii) 請不要帶入會引致發熱的物品；
- (ix) 請嚴格遵守用戶手冊；
- (x) 請嚴格遵守適當的禮儀；
- (xi) 請不要造成噪音等煩擾；
- (xii) 請提前預約指定申請；
- (xiii) 請取消對指定申請的預訂；和
- (xiv) 請嚴格遵守使用的開始和結束時間。

(g) 用戶使用自助美甲儀後，應遵守以下事項：

- (i) 滋潤指甲並採取一切必要的護理措施；
- (ii) 如他們感到有任何不正常之處，立即移除美甲，並盡快諮詢合資格的醫療專業人員；
- (iii) 請將自助美甲器的使用與上次使用相隔至少2周。

(h) 本公司不對用戶在下列情況下遭受的任何直接或間接損害承擔責任：-

- (i) 當用戶或任何其他方在修指甲後被用戶的指甲傷害時；
- (ii) 用戶或任何其他方的財物在美甲後因用戶的指甲而受到損害；
- (iii) 當他們在修指甲後或修指甲期間弄臟自己或他人的身體，財物等時；
- (iv) 在上述（i）至（iii）的情況下，修指甲後的指甲受到損壞；
- (v) 在我們的位置因美甲而遭受損害，例如失去生活樂趣；
- (vi) 因不遵守本條、用戶指南或本公司不時規定的與使用自助美甲儀有關的任何規則而造成損害時；（vii）由於用戶或任何其他人的過錯造成位置受傷或個人物品損壞；
- (viii) 當用戶因本公司不直接或間接負責的其他情況而遭受損害或損失時。

(4) 用戶在使用室內高爾夫練習場時應遵守以下條款和條件：

(a) 在使用室內高爾夫練習台之前，用戶必須：

(i) 閱讀、理解放置在該展位或周圍併發布在指定應用程序上的用戶指南、手冊、警告和注意事項，並按照其中規定的說明使用；

(ii) 預先就指定申請作出保留；

(iii) 檢查其周圍，以確保無人或障礙物在其揮杆範圍內；

(iv) 對他們站立或行走的地方保持警覺（必須遠離某人的揮杆範圍）；

(v) 如果不使用，取消對指定應用程序的預訂；和

(vi) 在使用前穿上沒有所有雜物的乾淨鞋子。

(b) 使用室內高爾夫練習台時，用戶不得：

(i) 為安全理由而在展位外擺動球杆；

(ii) 吃或喝；

(iii) 僱用教練服務（有償或無償），除非獲得公司書面同意；

(iv) 使用本公司提供的高爾夫球及球杆以外的高爾夫球及球杆；

(v) 使用大聲、粗俗、辱罵性語言或從事任何形式的可能對他人造成冒犯和滋擾的行為；

(vi) 從地點移除公司提供的任何設備；

(vii) 投擲高爾夫球；

(viii) 試圖解決任何問題或干預室內高爾夫練習亭設施；

(ix) 使用手提電話、音樂設備或揚聲器等個人電子設備在沒有耳機的情況下播放聲音和/或對他人造成滋擾。

(c) 使用室內高爾夫練習場時，用戶應注意並遵守以下規則： -

(i) 妥善照顧室內高爾夫練習場的攤位設施；

(ii) 一次只能有一個用戶出現在擊球區域；

(iii) 每次只分配和擊打一個高爾夫球；

(iv) 保持安全距離，並密切關注用戶打高爾夫球；

(v) 不玩耍時留在黃色安全標誌後面；

(vi) 遵守高爾夫球禮儀，時刻照顧他人的安全；

(vii) 所有擺動必須在擊球區內進行；

(viii) 練習揮杆時，須注意所有投影儀及攝影機；

(ix) 隨時注意他們的後襠和跟進；

(x) 在比賽時將球杆放在擊球區內；

(xi) 所有高爾夫球杆必須朝向球網目標；

(xii) 用戶對其行為對室內高爾夫練習場造成的任何損害負責；

(xiii) 立即向本公司及/或政府當局報告任何意外；及

(十四) 嚴格遵守使用起止時間。

(d) 用戶使用室內高爾夫練習台後，應遵守以下事項：

(i) 在會議結束後，收集所有高爾夫球並將其放回籃筐和球杆的原始位置，不得將高爾夫球從攤位上挪用或移走；和

(ii) 會議結束後立即騰出展位。

(e) 本公司不對用戶在下列情況下遭受的任何直接或間接損失負責：

(i) 當用戶因使用室內高爾夫練習台而受傷或遭受任何損害或損失時；

(ii) 用戶的財產因使用室內高爾夫練習場設施而受到損害時；

(iii) 本公司對用戶遭受的損失或損害不承擔直接或間接責任的任何其他情況。

(5) 用戶在使用肌肉電刺激（“EMS”）設備時應遵守以下條款和條件（如適用）： -

(a) 就使用EMS設備而言，用戶被視為同意以下內容： -

(i) 慢性電刺激的長期影響未知，與使用EMS設備有關的所有風險應由每個用戶單獨承擔；

(ii) 如果設施被盜或損壞，用戶可能要承擔損害賠償責任；

(iii) 本公司不對用戶財物的丟失或損壞負責。任何無人看管的物品將被保留三

(3) 天，然後本公司將以其認為合適的任何方式處理這些物品；和

(iv) 當網絡擠塞時，該地點的Wi-Fi速度可能會變慢。

(b) 在使用EMS設備之前，用戶必須： -

(i) 閱讀並理解放置在此類設備旁邊併發布在指定應用程序上的用戶指南、手冊、警告和注意事項，並按照其中規定的說明使用；

(ii) 向合格的醫療專業人員尋求適當的醫療意見，以確保安全有效的治療；

(iii) 預先就指定申請作出預約；

(iv) 如果不使用，取消對指定應用程序的預訂；

(v) 確定施用者的安置地點（遵循其醫療專業人員的指示）；

(vi) 確保皮膚部位清潔乾燥，因為骯髒、片狀或油性皮膚會阻止塗抹器附着在皮膚上；

(vii) 在塗抹前用酒精擦拭巾或任何指定的清潔劑清潔皮膚部位；

(viii) 確保塗抹器緊貼皮膚部位；

(ix) 使機器遠離電氣產品、強磁干擾和易燃/易爆材料；

(x) 避免吃飽，並在進食後等待至少一小時後再使用該裝置；

(xi) 如有需要，用剪刀修剪該區域多餘的體毛；和

(xii) 在處理塗抹器前洗手並擦乾。

(c) 用戶在下列情況下不得使用EMS設備：－

- (i) 患有或懷疑患有以下一種或多種病症：心臟病、高血壓、使用心臟需求起搏器、癲癇、甲狀腺、惡性腫瘤、腎功能衰竭、血栓性靜脈炎、頸動脈竇反射、癌性病變、耳科不明、經期或懷孕子宮、感覺喪失、皮膚刺激、肌肉緊張、中風、腦損傷；
- (ii) 在懷孕或哺乳期間；
- (iii) 如其體內有任何植入的金屬或電氣物體，在使用前須諮詢合資格的醫療專業人員；
- (iv) 在破損或受損的皮膚上；和
- (v) 將塗抹器放在他們的頭部、頸部、眼睛附近或嘴裏。

(d) 用戶在使用EMS設備時，應注意並遵守以下規則：－

- (i) 在一個區域使用該裝置不得超過30分鐘；
- (ii) 在一小塊皮膚上使用該裝置，並以低能量水平開始，看看是否有任何反應，並讓他們的身體逐漸適應；
- (iii) 嚴格遵守用戶手冊；
- (iv) 不應對頸動脈竇神經施加刺激，特別是對已知對頸動脈竇反射敏感的患者；
- (v) 不應在頭部、頸部或口腔上施加刺激，因為喉部和咽部肌肉可能會發生嚴重痙攣，收縮可能足以關閉氣道或導致呼吸困難；
- (vi) 刺激不應跨越胸腔，因為將電流引入心臟可能會導致心律失常；
- (vii) 不應經大腦應用刺激；
- (viii) 刺激不應應用於腫脹、感染、發炎的區域或皮疹，例如靜脈炎、血栓性靜脈炎、靜脈曲張等。；
- (ix) 不應在癌性病變上方或附近應用刺激；
- (x) 只可按訂明方式及為訂明理由使用該緊急醫療服務裝置；
- (xi) 如果刺激水平不舒服或變得不舒服，將強度（幅度）降低到舒適水平；
- (xii) 不得將刺激器裝置浸入水中或其他液體中；
- (xiii) EMS裝置僅供外部使用；
- (xiv) 在最近的外科手術後，當肌肉收縮可能擾亂癒合過程時，應謹慎行事；
- (xv) 如有任何不良反應，例如塗抹器下方發炎或燒傷，停止使用EMS裝置，並立即諮詢合格的醫療專業人員；和
- (十六) 嚴格遵守使用起止時間。

(e) 用戶使用EMS設備後，應遵守以下事項：－

- (i) 移走施藥器須緩慢而不得操之過急；
- (ii) 將塗抹器放回原來位置；
- (iii) 等候最少一小時後才進食及多喝水。

(f) 本公司不對用戶在下列情況下遭受的任何直接或間接損失負責：

- (i) 當用戶因使用EMS設備而受傷或遭受任何損害或損失時；
 - (ii) 當用戶的財產因使用EMS設備而受到損害時；
 - (iii) 本公司對用戶遭受的損失或損害不承擔直接或間接責任的任何其他情況。
- (6) 用戶在使用鍛鍊區時應遵守以下條款和條件：

- (a) 就鍛鍊區的使用而言，用戶被視為同意以下內容： -
- (i) 如果設施被盜或損壞，用戶可能要承擔損害賠償責任；
 - (ii) 本公司不對用戶財物的丟失或損壞負責。任何無人看管的物品將被保留三（3）天，然後本公司將以其認為合適的任何方式處理這些物品；
 - (iii) 當網絡擠塞時，該地點的Wi-Fi速度可能會較慢；和
 - (iv) 使用前，用戶應閱讀放置在相關設施或周圍並在指定應用程序上發佈的用戶指南、手冊和注意事項，並按照其中規定的說明使用

- (b) 用戶在使用鍛鍊區時，應遵守以下事項：

- (i) 請在使用後對設備（例如，桌子，墊，桌子，墊子）進行消毒和清潔，並將它們放回原來的位置；
- (ii) 請不要用於鍛鍊以外的目的；
- (iii) 請勿在健身區內吸煙或進食；
- (iv) 請帶走該地點裝備以外的物品；
- (v) 請僅使用提供的插座；
- (vi) 請嚴格遵守本公司不時規定的任何使用規則和禮儀；
- (vii) 請不要造成噪音等煩擾；
- (viii) 播放音樂和視頻時請戴耳機；
- (ix) 請提前預約指定申請；
- (x) 請取消指定申請的預訂；
- (十一) 請嚴格遵守使用起止時間。

- (c) 本公司對因使用鍛鍊區而引起的任何事故或爭議不承擔任何責任。

- (7) 用戶在使用健身車時應遵守以下條款和條件：

- (a) 在使用健身車之前，用戶被視為同意以下內容：
- (i) 如果健身車被盜或損壞，用戶可能要承擔損害賠償責任；
 - (ii) 本公司不對用戶財物的丟失或損壞負責。任何無人看管的物品將被保留三（3）天，然後本公司將以其認為合適的任何方式處理這些物品；
 - (iii) 當網絡擠塞時，該地點的Wi-Fi速度可能會較慢；和
 - (iv) 在使用設備之前，用戶應閱讀放置在該設備旁邊並在指定應用程序上發佈的用戶指南、手冊和注意事項，並按照其中規定的說明使用該設備。

(b) 使用健身車時，用戶應遵守以下事項：

- (i) 健身單車使用前後請消毒及清潔；
- (ii) 請不要作擬用作該健身單車以外的用途；
- (iii) 請勿在健身單車上吸煙或進食；
- (iv) 請帶走該地點裝備以外的物品；
- (v) 請嚴格遵守本條及本公司不時規定的任何使用規則和禮儀；
- (vi) 請不要造成噪音等煩擾；
- (vii) 播放音樂和視頻時請戴耳機；

(c) 本公司對因使用健身車而引起的任何事故或爭議概不負責。

(8) 用戶在使用按摩椅時應遵守以下條款和條件。

(a) 請不要在以下情況下使用按摩椅： -

(i) 被禁止由醫生按摩者；

(ii) 正接受醫生治療或有以下情滄者：

使用易受電磁干擾的植入式醫療電子設備的人，如起搏器；

惡性腫瘤；

•心臟病；

孕婦或最近分娩的婦女；

患有糖尿病和其他導致高外周循環系統損傷和感覺障礙的疾病的人；

皮膚上有傷口的人；

需要休息的人；

體溫38攝氏度或更高的發燒者；

有急性炎症症狀，如疲勞、發冷和血壓變化的人很嚴重或身體虛弱；

患有骨質疏鬆、脊柱骨折、扭傷、肌肉拉傷等急性疾病的人。；

脊柱異常和脊柱彎曲的人；

那些以前有治療過的部位或患病區域的人；

患有肌腱炎的人；

正在接受任何治療的人。

(b) 用戶在使用按摩椅前，視為同意以下內容： -

(i) 如果按摩椅被盜或損壞，會員可能要承擔損害賠償責任；

(ii) 本公司不對用戶財物的丟失或損壞負責。任何無人看管的物品將被保留三（3）天，然後本公司將以其認為合適的任何方式處理這些物品；和

(iii) 在使用按摩椅之前，用戶應閱讀放置在按摩椅旁邊並在指定應用程序上公佈的用戶指南、手冊和注意事項，並按照其中規定的說明使用

- (c) 使用按摩椅時請遵守以下規定： -
- (i) 請在使用前後對按摩椅進行消毒和清潔，並將備件放回原位；
 - (ii) 請不要作按摩以外的用途；
 - (iii) 請勿在按摩椅上吸煙或進食；
 - (iv) 請帶走該地點裝備以外的物品；
 - (v) 請脫掉他們的鞋子；
 - (vi) 請嚴格遵守本條款以及本公司不時規定的任何使用規則和禮儀；
 - (vii) 請不要造成噪音等煩擾；
 - (viii) 播放音樂和視頻時請戴耳機；
 - (ix) 如有雷雨，請停止使用按摩椅；
 - (x) 請提前預約指定申請；
 - (xi) 請取消對指定申請的預訂；
 - (xii) 請嚴格遵守使用的起止時間。

(d) 本公司對因使用按摩椅而引起的任何事故或爭議不承擔任何責任。

(9) 用戶在使用白鞣機時應遵守以下條款和條件（如適用）： -

- (a) 就使用白鞣機而言，用戶被視為同意以下內容：
- (i) 如果白鞣機被盜或損壞，用戶可能要承擔損害賠償責任；
 - (ii) 本公司不對用戶財物的丟失或損壞負責。任何無人看管的物品將被保留三（3）天，然後本公司將以其認為合適的任何方式處理這些物品；和
 - (iii) 當網絡擠塞時，該地點的Wi-Fi速度可能會較慢。

(b) 在使用白鞣機之前，用戶必須： -

- (i) 閱讀並理解放置在此類機器旁邊並在指定應用程序上發佈的用戶指南、手冊、警告和注意事項，並按照其中規定的說明使用；
- (ii) 向合格的醫療專業人員尋求適當的醫療意見，以確保安全有效的治療；
- (iii) 預先就指定申請作出預約；
- (iv) 取消對不使用的指定應用的保留；
- (v) 仔細檢查機器，確保其處於良好的工作狀態；
- (vi) 如體內有任何植入的金屬或電氣物體，在使用前諮詢合格的醫療專業人員
- (vii) 在暴露前很早就除去化粧品，並且不要塗任何防曬霜；和
- (viii) 保持規律的生活方式，做適當的運動，吃清淡的食物（避免辛辣和刺激性食物）。

(c) 用戶在下列情況下不得使用白鞣機： -

- (i) 機器的定時器有故障時；
- (ii) 機器的氣喉未接駁時；
- (iii) 當該機器的面部的其中一個過濾器破損或被移走時；
- (iv) 如機器的一個或全部丙烯酸樹脂破損或脫落；
- (v) 如果他們受到身體，感官或精神能力的削弱；
- (vi) 如他們患有任何形式的皮膚過敏；
- (vii) 如他們在同一天曾進行日光浴；
- (viii) 如曾服用藥物或塗抹化粧品或防曬霜；
- (ix) 如他們在暴露於陽光下時未曬黑而燒傷，遭受曬傷，患有或以前患有皮膚癌或易患皮膚癌；和
- (x) 如果他們正在接受涉及光敏性疾病的醫療護理或接受光敏性藥物治療。

(d) 用戶在使用白鞣機時，應注意並遵守以下規則： -

- (i) 不可向機器噴水；
- (ii) 使機器遠離電氣產品，強磁干擾及易燃/易爆物料；
- (iii) 禁止直接與機器發出的任何類型的光進行眼睛接觸，特別是藍光會損害他們的視力；

(iv) 在一小塊皮膚上使用機器，從低能量水平開始，看看是否有任何反應，讓他們的身體逐漸適應；

- (v) 如有任何不適，立即停止使用機器並諮詢合格的醫療專業人員；
- (vi) 始終保護眼睛免受可見光和紅外線輻射，使用提供的防護太陽鏡；
- (vii) 遵循其合格醫療專業人員關於接觸持續時間和接觸間隔的建議；
- (viii) 來自太陽或紫外線機的紫外線輻射會對皮膚或眼睛造成傷害。這些生物效應取決於輻射的質量和數量以及個人的皮膚敏感性；
- (ix) 過度暴露後，皮膚可能會曬傷。過度重複暴露於太陽或機器的紫外線輻射可能會導致皮膚過早老化，並增加患皮膚腫瘤的風險；和
- (x) 未受保護的眼睛可能會出現表面炎症，在某些情況下，過度暴露後視網膜可能會受損。白內障可能會在反覆暴露後發展。

(e) 用戶使用白鞣機後，應遵守以下事項： -

- (i) 如皮膚上出現持續的腫塊，瘡或色素痣，須尋求醫療意見；及
- (ii) 如果在使用紫外線設備的第一次會話後48小時內出現意想不到的副作用，例如瘙癢，則應在進一步暴露紫外線之前尋求醫療建議。

(f) 本公司不對用戶在以下情況下遭受的任何直接或間接損失負責： -

- (i) 當用戶被白曬黑機傷害時；
- (ii) 用戶的財物被白鞣機損壞時；

(iii) 本公司不對用戶遭受的損失或損害直接或間接負責的任何其他情況。

第八條公司終止服務

(1) 在下列任何一種或多種情況下，公司可以立即停止向用戶提供服務並終止與該用戶的合同關係：-

- (a) 違反本服務政策和條款與條件的任何規定以及公司制定的規則；
- (b) 由於健康狀況不佳、受酒精或藥物等影響而不適合（由公司全權酌情決定）使用服務；
- (c) 懷孕；
- (d) 不衛生的條件（由公司自行決定）導致其他用戶和在場的其他人感到不適；
- (e) 未經公司同意擅自進入該地點；
- (f) 未能根據用戶與公司之間的合同關係（包括但不限於本服務政策和條款和條件）向公司支付任何到期應付的款項；
- (g) 在該地點或該地點附近進行銷售活動，從事盈利行為、招攬、政治活動、被視為與宗教有關的招攬行為或其他廣告活動等。；
- (h) 向其他用戶提供個人培訓或從事類似活動（無論是否盈利）；
- (i) 協助非用戶、未認購訂閱計劃的各方或未經公司授權訪問位置的人未經授權進入；
- (j) 從事暴力活動、性騷擾、誹謗、騷擾、侵犯隱私、反社會行為或對其他用戶或在場的其他人造成任何其他滋擾；
- (k) 濫用該地點的設施、設備和裝置；
- (l) 在指定應用程序內發佈惡意評論和從事任何形式的網絡欺凌等；和
- (m) 的行為，無論該行為是否受到其他用戶的投訴，在公司的合理意見中，其方式對其他用戶和公司員工的安全、安全或健康構成威脅，或可能損害公司的聲譽、商譽和利益。

(2) 除非本協議另有規定，本公司有權在任何時候無故終止服務，對於月度計劃，至少提前一（1）周發出通知，對於24小時計劃，立即以電子郵件或其他方式以書面形式（相關的“終止通知期”）向用戶發出（“終止通知”）。在月度計劃的情況下，本公司應按比例退還月度計劃用戶已支付的相關認購費（如適用）。除上述規定外，本公司不對用戶承擔與終止服務有關或附帶的進一步義務或責任。如果由於不可抗力（即任何超出一方合理控制範圍且無法以合理謹慎避免的事件，包括但不限於政府行為、自然災害、火災、爆炸、風暴和颱風及其後的極端條件、洪水、內亂和戰爭）導致公司無法或延遲在終止通知期限內向用戶發出終止通知，公司將不對未能發出足夠的終止通知負責，條件是一旦可行，公司將立即恢復該義務。如果24小時計劃用戶選擇終止其計劃，認購費將不予退還。

(3) 本公司保留因任何與本公司有合同關係的人違反服務政策和條款和條件而行使本協議和所有適用法律規定的任何和所有補救措施的所有權利。

第九條用戶終止服務

(1) 每月計劃用戶只能通過指定應用程序發出通知來終止其服務認購，但不能通過任何其他方式，如電話、電子郵件或傳真。根據第9(2)條，用戶應在每個日曆月10日或之前向公司發出終止通知（通過指定應用程序發出），用戶與公司之間的合同關係將在該月的最後一天終止。如果終止程序在每個日曆月的第11天或之後完成，用戶與公司之間的合同關係將在次月的最後一天終止。月度計劃用戶應選擇終止其服務認購的日期（“終止日期”），自發出終止通知之日起不得少於一個月。為免生疑問，月度計劃用戶應承擔截至終止日期（含）產生的所有認購費用。

(1) (2) 新月度計劃用戶的終止日期應在其首次認購月份的下一個月的最後一天之後的任何日期。為免生疑問，該新月度計劃用戶應承擔截至終止日期（包括）產生的所有認購費。

(3) 24小時計劃用戶只能通過指定應用程序立即終止對服務的認購，但不能通過電話、電子郵件或傳真等其他方式終止。

(4) 除本協議另有明文規定外，所有已繳付的認購費在任何情況下均不獲全額或按比例退還。

(5) 自終止日期起，用戶將無法訪問和使用服務。

(2) (6) 用戶終止服務時的用戶信息將按照本公司的隱私政策處理。

第十條變更通知

(1) 如果認購計劃時提供的詳細信息發生任何變化，用戶必須通過指定應用程序或指定網站發出更改通知。

(2) 公司向個人用戶發送的通知將發送到指定應用程序或用戶向公司提供的電子郵件地址和/或任何其他方式，並將通知發送給用戶。

第十一條取消資格

- (1) 在以下情況下，用戶將沒有資格認購服務：
- (a) 他或她破產或一般未能償還到期債務；要麼
 - (b) 如果他或她認購了月度計劃，無論該計劃是否自動續訂，該用戶在到期時未能支付相應的認購費。

第十二條服務限制

(1) 雖然用戶可在一天中的任何時間根據其有效的現有服務計劃訪問這些地點，但本公司保留其權利在任何時間暫時關閉這些地點，或拒絕提供全部或部分服務，或取消用戶已進行的任何預訂，而無需事先通知或賠償，原因包括但不限於：

- (a) 當達到該地點的最大人羣容量限制時；
- (b) 當本公司認為因天氣，災害等而難以經營時；
- (c) 在保養，修理或改裝設施時；
- (d) 遵守適用的法律法規和適用當局的命令；和
- (e) 預防犯罪或事故；和
- (f) 公司認為在特定情況下合適的任何其他健康和/安全原因。

(2) 在前款的情況下，本公司將利用其商業上合理的努力，通過指定網站和/或指定應用程序提前通知用戶。

第十三條服務變更

(1) 所有地點及服務均以自助及自助方式運作，一般可在沒有任何現場員工的情況下開放使用，但某些時段除外，該時段由本公司完全及絕對地決定（其中包括內部運作需要）。

(2) 所有地點和服務，包括但不限於其可用性、營業時間和產品，均可因任何原因（包括但不限於：

- (a) 當本公司認為因天氣，災害等而難以經營時；
- (b) 遵守適用的法律法規和適用當局的命令；和
- (c) 預防犯罪或事故。

(3) 本公司不對任何用戶就任何地點和服務的可用性或狀況承擔任何責任。

(4) 本公司可不時搬遷或永久關閉任何地點，恕不另行通知或賠償用戶。

第十四條閉路電視（“CCTV”）監控

(1) 每個用戶承認並接受閉路電視監控攝像機可能會在該地點安裝和運行一天24小時。從閉路電視監控攝像機獲得的所有個人數據和信息將僅用於安全、預防犯罪、監視、客戶服務管理和相關目的。此類個人數據可能會披露或轉讓給提供與上述目的相關服務的公司的任何母實體或股東、代理、承包商或服務提供商。

(2) 用戶進一步同意並承認公司隱私政策的內容，其中包括解決與在地點使用閉路電視監控攝像機有關的用戶個人數據問題。

第十五條 用戶的陳述和保證

(1) 作為使用服務的條件，每位用戶向公司聲明並保證：

(a) 年滿18歲或以上；

(b) 健康狀況良好，有足夠的身體條件使用服務並適當進行任何體育活動；

(c) 瞭解並充分理解服務下任何設備、設施和裝置的正確使用；已閱讀服務下任何設備、設施和裝置的所有操作說明、手冊、指南和規則（包括在現場和/或指定應用程序上）；並將嚴格按照此類說明操作服務下的此類設備、設施和裝置。

(d) 其向本公司提供或將向本公司提供的所有資料，特別是與健康史及身體狀況（如有）有關的資料，包含或將包含對重要事實的任何不真實陳述，或將省略陳述使其不具誤導性所需的重要事實，以及該資料在作出時是並將是真實、完整及準確的。

第十六條 放棄、免除、免責、權責限制

(1) 在法律允許的最大範圍內，作為進入地點和使用服務的代價，每個用戶特此放棄、免除和永遠免除公司及其任何子公司及其各自的管理人員、僱員、代理人、關聯公司、代表、執行者、承包商和服務提供商因用戶在任何時候因進入地點或使用服務而招致或遭受的任何損失、損害或傷害而產生的任何和所有責任或義務。

(2) 每位用戶確認其完全瞭解並理解、同意和接受：

(a) 存在與服務（包括但不限於進行鍛煉、健身訓練、體育和體力活動、美容服務以及使用相關設施、設備和裝置（如適用））相關的自然危害和風險，用戶應對所有此類危害和風險及其所有後果承擔全部責任；

(b) 上述自然危害和風險可能包括但不限於血壓異常、暈厥、心肌病、心臟疾病和心臟病發作、脫水、肌肉骨骼疾病（包括骨折、瘀傷、關節脫位、扭傷和拉傷、軟組織損傷）、皮膚敏感或皮炎、頭痛、呼吸問題、曬傷、皮膚癌和任何其他慢性健康影響，以及在該地點內可能發生的任何其他事故和事件；

(c) 不當或超出個人身體極限使用與服務相關的所有設施、設備和裝置可能導致嚴重傷害、損傷或死亡；

(d) 由於地點是在自助服務的基礎上運營，並且用戶通常可以在沒有公司任何現場工作人員在場的情況下進入，因此用戶應在所有時刻對其自身面臨的此類風險以及自身和其他用戶的安全、福祉承擔全部、所有和最終責任。

(e) 本公司不保證每個用戶可能體驗到的成功程度，每個用戶應承擔每個人結果不同的風險。用戶進一步確認，所有客戶的採訪和評論、推薦和/或任何其他示例或先例說明的服務均屬卓越的結果，並不適用於一般正常人士，也不旨在代表或保證任何人將獲得與所示相同或相似的結果。不能保證以前的健身結果示例可以在未來複製或複製。本公司不能保證每個用戶的未來結果和/或在使用服務時實現其預期健身目標或計劃的任何成功，也不能保證每個用戶在停止使用服務時保持其體驗到的此類結果。每位用戶同意，本公司不對與其購買和使用服務直接或間接相關的任何體質成功或失敗負責。

(3) 用戶確認在進入地點和/或使用服務時考慮以下因素：

(a) 在使用服務之前進行適當的熱身運動，包括有氧和伸展運動（特別是與體能訓練有關的活動）；

(b) 避免在不客觀考慮每個用戶自身情況的情況下盲目遵循其他人的健身計劃；

(c) 以較低的強度開始培訓，並且只是逐步地進行；如果需要，向合格的個人尋求適當的諮詢；

(d) 在使用相關設備時使用適當的技術；和

(e) 在有需要時尋求協助或緊急協助。

(4) 在法律允許的最大範圍內，本公司在任何情況下均不對因使用本服務而直接或間接導致的任何損害、損失、盜竊或傷害等負責（涉及本公司詐欺和重大過失的情況除外）。除非公司在該用戶與公司之間的服務協議日期的第一（1）週年之前收到該用戶的書面通知，其中包含當時可獲得的引起索賠的事項的合理細節，否則不得提出索賠。

(5) 根據第（16）（4）條的規定，如果本公司被有管轄權的法院判定需為金錢損失負有責任，並有最終和不可上訴的命令證明，公司的最高責任將不超過該用戶向公司支付的合約金額。

第十七條賠償

(1) 每個用戶同意為本公司或任何第三方（包括但不限於本公司的任何子公司和關聯公司以及其他用戶）因其使用該地點的設施、設備或設備和/或用戶的行為、疏忽、疏忽、魯莽或違約行為和/或違反本服務政策和使用條款和細則的行為而引起的任何死亡、人身傷害、損失或損害而提出的任何索賠或責任作出辯護、全額賠償、使本公司獲得賠償和使本公司免受任何損失、損害或費用。

(2) 用戶或任何授權人因疏忽或違反本服務政策和使用條款和細則，或該等授權人因疏忽或違反本服務政策和使用條款和細則，須負責並承擔對該地點的設施、設備或裝置造成任何損壞的維修費用，以及重置或更換在使用服務過程中損壞和毀壞（正常損耗除外）的任何設備、儀器、配件、或被盜或移除的其他財產的費用。

(3) 每個用戶同意向賠償本公司因本公司或任何第三方（包括但不限於本公司的股東和子公司以及其他用戶）對用戶或任何授權人執行此類服務政策和使用條款和細則而產生的所有損失、損害或費用（包括但不限於法律費用）。

第十八條用戶的承諾

(1) 作為使用服務的條件，每個用戶作出以下承諾：

(a) 就本公司有權依賴以履行其在本服務政策和條款和細則下責任的所有信息，如果用戶須就向本公司提供的任何信息作出修改，用戶應立即通知本公司；

(b) 用戶應將其活動的噪音水平保持在合理的低水平，以避免對其他用戶和地點附近（包括鄰近地區）造成任何滋擾；

(c) 用戶在使用該地點的設施、設備和/或裝置時，應注意自身安全；

(d) 用戶只能使用地點內設施、設備和/或裝置的指定功能，不得使用任何其他未經授權的用途；

(e) 用戶不會在該地點進行任何非法活動；

(f) 用戶須遵守本服務政策和使用條款和細則，以及本公司可能不時頒佈的任何其他規則及要求，包括在指定應用程序及指定網站上張貼的所有標誌及公告；

(g) 用戶必須穿着適當的服裝、鞋類，必要時使用適當的設備、保護裝備，並遵守使用相關服務的所有安全規則和細則；

(h) 用戶應保持場地清潔整齊；

(i) 用戶應遵守《遊樂場地規例》（香港法例第132BC章）的所有條文（猶如該規例適用於該地點一般）及該地點職員發出的任何指示；和

(j) 用戶應就其使用服務期間從場地產生的任何噪音滋擾而引起的所有索賠和責任賠償本公司，並使公司完全獲得賠償。

第十九條通知

本服務政策和使用條款和細則下的通知應通過指定應用程序、指定網站、電子郵件和/或用戶提供的任何其他方式送達、發出和傳達。

第二十條服務政策和使用條款和細則的修訂

(1) 本公司有權通過於本服務政策和使用條款和細則事先規定的方式通知用戶有關本服務政策和條款和細則的修訂。

(2) 用戶如不同意服務政策和使用條款和細則的任何修訂（“修訂”），可在修訂生效日期前不少於十（10）天提前通知本公司，並完成本公司不時決定的相關行政程序，終止服務。

(3) 在任何已修訂的服務政策和使用條款和細則生效後繼續進入地點並使用服務的用戶將被視為已接受並同意該修訂。

第二十一條管轄權

如本公司與用戶發生任何爭議，香港法院就爭議擁有專屬管轄權。

第二十二條優惠券代碼

(1) 優惠券代碼指按照本公司規定發行的折扣代碼，用戶可以根據本公司規定的程序和細則，根據每個優惠券代碼中規定的金額（“折扣金額”）享用價格折扣。此外，優惠券代碼不適用於任何24小時計劃。

(2) 優惠券代碼受本公司唯一和絕對酌情權所訂明的到期日期所限。

(3) 每個優惠券代碼只能兌換一次，使用後的優惠券代碼將不再有效。每筆交易只能使用一個優惠券代碼。但是，優惠券代碼折扣可以與“健身房推薦計劃”（定義見下文第23條）同時使用。如果在購買時未使用優惠券代碼，則不能追溯應用。優惠券代碼不能用於已經完成的訂單或買賣。

(4) 如果用戶丟失了優惠券代碼，本公司將不予退款或補發新的優惠券代碼。當用戶退回購買的商品或服務時，優惠券代碼將被視為已使用，不能再次使用。

(5) 如果應付金額超過折扣金額，用戶應按照指定應用程序和/或指定網站中規定的方式向公司支付尚欠的差價。如果本公司與用戶之間的任何合同關係終止，本公司將不會以現金方式退還折扣金額或補發任何新的優惠券代碼，用戶將無權獲得任何款項或任何其他補償。另外，如果應付價格低於折扣金額，任何未用於支付應付價格的剩餘折扣金額將視為被放棄，用戶將無權獲得任何款項、退款、新的優惠券代碼或任何其他補償。優惠券代碼僅適用於本公司商品和服務的成本，但不適用於服務附帶的任何其他成本（包括但不限於運費）。

(6) 所有優惠券代碼不能兌換現金。

(7) 本公司保留更改所有優惠券代碼的使用條件及隨時撤回任何優惠券代碼的權利。本公司有關使用優惠券代碼的所有決定為最終決定。

第二十三條健身房推薦計劃

(1) 根據本公司唯一和絕對的酌情權決定的現行條款和細則以及可用性，如果月費計劃用戶向新用戶（以前未加入任何計劃）推薦計劃（“健身房推薦計劃”），他們可以享受每月認購費的折扣。

(2) 健身房推薦計劃的詳細信息將不時發佈在指定網站和/或指定應用程序上。在任何情況下，本公司擁有唯一和絕對的酌情權來決定任何健身房推薦計劃的條款和細則，包括但不限於折扣金額、開始日期和持續時間。

第二十四條認購優惠

(1) 根據現行條款和細則，首次認購計劃的用戶可享受本公司不時自行決定的某些認購福利（“認購福利”）。認購福利可能包括健康手環和人體成分檢測儀（“產品”）。

(2) 在法律允許的最大範圍內，本公司明確排除任何明示或暗示的保證或陳述，包括但不限於就可商售性或令人滿意的品質、任何認購福利（包括但不限於產品）的適用性的任何默示保證或默示條款，並且本公司將不對因使用認購福利（包括但不限於產品）而產生或與之相關的任何損失和損害負責。

(3) 認購福利的詳細信息將不時發佈在指定網站和/或指定應用程序上。在任何情況下，本公司擁有唯一和絕對的酌情權來決定認購福利的條款和細則，包括但不限於就用戶享用福利的條件以及產品的類型和型號。

(4) 視乎本公司唯一和絕對酌情權的行使，用戶將以郵寄或店內取件的方式收到產品。相關詳情將按本服務政策和使用條款和細則規定的方式通知用戶。

(5) 在正常操作情況下任何產品材料和工藝的缺陷（正常磨損除外）可能會獲由產品製造商僅根據產品手冊、產品標籤和其他出版物中規定的相關條款和條件（包括保修或服務政策規定）提供的免費維修或更換服務（“保修索賠”）。

(6) 任何保修索賠應在指定應用程序上提出。根據指定應用程式上列明或本公司不時發佈的條款和細則以及本公司的任何明確指示，用戶應將產品以原始包裝（連同所有提供的附件、用戶指南、空白保修卡、包裝夾和禮品（如有））在可銷售和未使用的狀態下，仔細包裝並附上本公司要求的供應證明，退回本公司。保修索賠的所有附帶費用（包括但不限於任何運費）應由用戶承擔。

(7) 用戶有責任確保保修索賠的產品被運送至到正確的地址，因為該送貨地址不得更改或收取附加費以作更改。如有任何隨後的送貨地址更改，視乎無法保證的實際情況，應通過指定應用程序請求。

(8) 一旦服務終止，產品與指定應用程序的數據同步將停止。但是，該用戶無需將產品退回給本公司。

第二十五條禁止轉售

(1) 嚴禁用戶通過二手交易網站（如Carousell、Amazon、eBay）直接或間接向任何第三方轉售或提供本公司提供的任何物品，包括但不限於藍牙接入、認購優惠和產品。

(2) 如果用戶違反本條，本公司可以根據第8條禁止用戶使用服務和/或終止與該用戶的服務。

(3) 本公司對因使用未經本公司同意由用戶轉售或提供給任何第三方的本公司任何產品或服務而引起或與之相關的任何損失和損害不承擔任何責任。

第二十六條重新認購

(1) 除本服務政策和使用條款和細則明確規定外，在服務終止後，用戶可以通過指定應用程序或指定網站重新認購計劃（“重新認購”）。

(2) 重新認購不適用於被本公司根據第8條終止服務的用戶，但未按時支付認購費或

經本公司同意的用戶除外。未支付認購費的用戶可在結算後重新認購計劃。

(3) 除非本公司另有明確規定，重新認購服務的用戶無權享受首次用戶的任何折扣。

第二十七條一般事項

(1) 除本公司全權酌情許可外，用戶不得轉讓、移交、傳送、特許或以其他方式處置其認購計劃或其在該服務政策和條款和細則下的所有或任何權利和義務。

(2) 本公司未能或延遲行使其於本服務政策和條款及細則下的任何權利、權力或補救措施，不得視為棄權，本公司也不得單獨或部分行使任何權利、權力或補救措施。

(3) 如果此類服務政策和條款和細則的任何條款或規定（或其部分）被判定為無效或不可執行，此類判定將不影響此服務政策和條款和細則的其餘部分，這些條款和規定應保持完全有效。

(4) 如本服務政策和條款和細則的中英版本有所歧義，將以英文版本為準。

(5) 本服務政策及條款及細則受香港法律管轄並應按香港法律解釋。

chocoZAP Service Policy and Terms & Conditions of Use

Article 1 Scope of Application

This Service Policy applies to all users who have access to and use the "chocoZAP" gym facilities and its related services (the "**Services**") (the "**User(s)**") operated by RIZAP HONG KONG LIMITED (the "**Company**") at its location(s) in the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") (the "**Location(s)**"). The Company reserves the right to devise, add or amend any additional terms and conditions of use for its Services at each specific Location.

Article 2 Assumption of Risk and Responsibility for Own Well-being

In using the Services, all Users acknowledge that they have read, understood and agreed to this Service Policy and Terms & Conditions and affirm, acknowledge and confirm that they are in good health and physical condition and have no impairment or ailment that would prevent or make it medically unwise for them to engage in the Services. All Users hereby acknowledge that (i) the

Location(s) will generally be unstaffed and no supervision or assistance provided by onsite staff of the Company may be promptly available in course of the Services; and (ii) the Services include features that promote physical exercise, sport, and other activities that may cause injury and should not be misconstrued as medical advice, diagnoses or treatment. Users who experience any doubt in using the Services should always consult with their registered medical practitioners before using the Services. Users should never disregard professional medical advice or delay seeking the same because of any information provided at the Location(s) or by the Company. All information provided by the Company is for education, promotion and/or informational purposes only and should not be considered as professional medical advice. Each of the User agree that any User's reliance on any information made available through the Services by the Company, as well as its purchase and use of the Services, is a result of its informed decision and is solely at its own risk.

Article 3 Subscription for a Plan

All Users must subscribe for a plan (as defined in Article 6 below) through a mobile utility or application (the “**Designated Application**”) or a website (the “**Designated Website**”) designated by the Company in order to use the Services. Unless authorized by the Company, all Users shall have attained the age of 18 or above.

Article 4 Eligibility for Services

- (1) The Services are only available to Users whose subscriptions have been accepted by the Company and which remains valid at the time of using the Services. Individuals who are aged below 18 or above 90 are not eligible for the Services.
- (2) The Company reserves the right to vary the scope of the Services available at each Location and the start date of use of each User.

Article 5 Entry by Designated Application with use of Bluetooth

- (1) The User may gain access to the Location(s) by the Designated Application with the use of the activated Bluetooth function on his or her smartphone with such Designated Application installed (“**Mobile Device**”) (“**Bluetooth Access**”) after his or her subscription is accepted.
- (2) The Users shall tap the designated check-in interface in the Designated Application on his or her Mobile Device while holding such Mobile Device near the Bluetooth terminal / lock / designated zone at the entrance of the Location(s) to gain access to that/those Location(s) and use the Services.

- (3) Each User's right to use the Services are personal to each member and is non-assignable and non-transferable. The Bluetooth Access is for each User's own use only and cannot be assigned, transferred or lent to others.

Article 6 Subscription Fee and Plans

- (1) The subscription fee for the Services (the "**Subscription Fee**") shall be determined by the Company according to the plan subscribed (as defined herein below) and the Location chosen. The Subscription Fee shall be indicated (subject to revision from time to time at the Company's sole and absolute discretion) on the Designated Application and/or the Designated Website. Users can subscribe for a plan below after paying relevant Subscription Fee in advance through the Designated Application and/or the Designated Website.
- (2) The plans that are available are:
 - a) Monthly plan
 - b) 24 hours plan
 - c) Free trial plan

(the above are hereinafter referred to individually as a "**Plan**" and collectively as the "**Plans**").

- (3) Subscription Fee for the monthly plan falls due on the first day of each calendar month (the "**Due Date**"). Users who choose the monthly plan (the "**Monthly Plan Users**") shall pay the Subscription Fee on the Due Date for each calendar month in the manner as stipulated in the Designated Application and/or the Designated Website. The total amount payable by new Monthly Plan Users at the time of their first subscription shall be the monthly Subscription Fee calculated on a daily pro rata basis of the remaining calendar days of that month (inclusive of the date of subscription) and the Subscription Fee of the following month. Users who choose the 24 hours plan (the "**24 Hours Plan Users**") shall pay such Subscription Fee at the time of subscription.
- (4) Unless otherwise provided in this Service Policy and Terms & Conditions of Use, upon expiry of a monthly subscription plan, it will be automatically and consecutively renewed on a month-to-month basis according to the Subscription Fees in effect at the time being (which may be revised from time to time) unless the User has terminated the Services in the manner prescribed under Article 9.

- (5) The Company shall have the right to at any time adjust and revise the Subscription Fee (which is at the Company's sole and absolute discretion) by giving Users not less than ten (10) days' prior notice through emails, the Designated Application and/or the Designated Website as the Company considers appropriate. Such adjustment or revision shall be effective immediately upon the end of such prior notice period, or the expiry of the existing subscription term of the User, whichever is later.
- (6) If Monthly Plan Users fail to pay their Subscription Fee in full on the Due Date, the Company reserves the right to refuse them access and use of the Services until and unless they pay all outstanding amount. The Company reserves the right to seek recovery of any Subscription Fees remaining unpaid for any Services rendered where such User shall be liable for any and all additional costs in relation to such recovery. Furthermore, the Company may charge an additional administrative charge on the outstanding Subscription Fees equal to fifteen percent (15%) of the amount due to the Company if the Subscription Fee is not paid within 10 days within the Due Date, subject to a minimum amount of HK\$50.00 (or such other amount as the Company may from time to time determine).

Article 7 Terms and Conditions of Use

- (1) Except as otherwise provided in this Service Policy, Users shall comply with the following matters and agree, acknowledge and confirm that their use of the Services are conditional upon such compliance: -
 - (a) Users shall comply with the relevant terms and conditions/ user guides/ rule of uses/ other guidelines as issued by the Company for the use of the facilities and equipment in the Location(s);
 - (b) Users must wear shoes that can be used appropriately and safely in the Location(s). Users are strictly prohibited from wearing shoes that may damage the facilities or equipment in the Location(s), such as athletic shoes with spikes.
 - (c) Users shall not bring and use their personal training equipment in the Location.
 - (d) Users are prohibited from selling goods or engaging in profit-making acts, solicitation, political activities, acts of solicitation deemed to be related to religion, or other advertising activities at the Location or in the vicinity of the Location.

- (e) Users are prohibited from providing personal training services to other Users or conduct other similar activities (whether for profit or not).
- (f) Guests and visitors, unless subscribed for a Plan or authorized by the Company in writing, are prohibited from accessing the Location and using the Services.
- (g) Users are prohibited from engaging in violent activities, sexual harassment, slander, harassment, invasion of privacy, anti-social behaviour or creating any other nuisance against other Users.
- (h) Users are prohibited from bringing pets into the Location.

(2) Users shall comply with the following terms and conditions when using the self-service beauty devices:

- (a) Users shall refrain from using the self-service beauty devices if they suffer or likely to suffer from the following diseases or subject to the following situations: -
 - (i) Coronary-artery disease (heart disease), heart failure, aortic stenosis, dilated cardiomyopathy, aortic aneurysm, aortic dissection, Marfan syndrome, myocarditis, long Q-T syndrome, endocarditis, epicarditis, arrhythmias, irregular heartbeat, angina, chest pain, idiopathic dilated cardiomyopathy and use of pacemaker or implantable defibrillator; skin infection; skin with allergies, skin allergic to metals; facial melanosis, skin inflammation caused by excessive ultraviolet radiation; tumor; hypertension; malignant or diseased pigment;
 - (ii) Have a history of infection or herpes simplex infection;
 - (iii) AIDS/HIV;
 - (iv) Cirrhosis;
 - (v) Hepatitis;
 - (vi) Atopic dermatitis;
 - (vii) Keloid constitution;
 - (viii) Heat-contact urticaria;
 - (ix) Contact dermatitis;
 - (x) Cold urticaria;
 - (xi) Possible bleeding or internal bleeding;
 - (xii) During period, lactation, pregnancy, possible pregnancy;
 - (xiii) Within 1 week before and after sunbathing;

- (xiv) Within 6 months after surgery;
- (xv) Within 2 weeks after hair removal;
- (xvi) Under the influence of alcohol and drugs;
- (xvii) Severe physical weakness;
- (xviii) After shaving;
- (xix) Abnormal skin condition, redness or itching;
- (xx) On areas with steel nails;
- (xxi) Asthma;
- (xxii) On tattooed areas; or
- (xxiii) On treatment with steroid medications.

(b) Users are strongly advised to consult qualified medical professionals on the proposed use of the self-service beauty devices and to heed to such advice of the qualified medical professionals;

(c) The self-service beauty devices are not intended to diagnose, treat, cure or prevent any disease or medical condition. Users should exercise their own judgement as to whether the devices will result in any implication on their body prior to using them. When Users are in doubt, they should first consult a medical professional for professional advice.

(d) Before using the self-service beauty devices, Users shall take the following precautions:

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- (i) Please use the cream specified by the Company;
- (ii) Apply the cream specified by the Company to the palm of their hand, and touch the palm to confirm the temperature of the probe;
- (iii) If the self-service beauty device is of abnormally high temperature, or if Users feel abnormal, discontinue use;
- (iv) Please avoid use on an empty stomach (suggestion: use the self-service beauty device 1 hour after meals);
- (v) Please do not use the self-service beauty devices when in poor physical condition;
- (vi) Please do not use self-service beauty devices on the following areas:
 - Mucosa, intraoral cavity, eyeball;
 - Near the heart;
 - Any body part that had undergone plastic surgery;
 - Knees, elbows and other joints
 - Wounds or areas that have just been depilated or sunbathed;
 - Sites with pain sensation and sensory impairment;

- Any body part where there is metal, plastic, silicone or other material embedded:
- (vii) Please do not use the self-service beauty devices on areas where Users experience the following skin discomfort:
- Inflamed areas such as acne and small pimples;
 - Areas of skin inflammation caused by cosmetics, etc.;
 - Sites with symptoms such as atopic dermatitis and eczema; or
 - Sites of pathological pigmentation due to itching, burning, physical irritation.
- (viii) Please remove all watches and precious metal accessories;
- (ix) Please do not apply highly volatile substances (nail remover, etc.) to application area;
- (x) Please do not use more than one function at the same time;
- (xi) Read the user guides, manual and precautions placed next to the self-service beauty devices and published on the Designated Application, pay full attention to the use time and output power, and use it in accordance with the method as stipulated in the user manual.
- (e) When using the self-service beauty devices, Users shall observe the following rules: -
- (i) Do not open the cover, disassemble, or modify any parts of the device;
 - (ii) Do not use the device for other purposes other than its basic purpose;
 - (iii) Do not place heavy objects on any part of the device;
 - (iv) Do not get water on the main unit and the fuselage;
 - (v) Do not use the device with wet hands;
 - (vi) Please pay full attention to avoid burns;
 - (vii) Please use the cream specified by the Company and reapply when the cream dries out during use;
 - (viii) Please make sure that the self-service beauty device head should be in close contact to the skin. Please do not focus the device onto a particular spot and move it during use.
 - (ix) Please cut off the power supply immediately when finish using the self-service beauty device;
 - (x) Please stop using the self-service beauty device when thunderstorm occurs.
 - (xi) Please do not use the self-service beauty device on the same part for more than 30 minutes.
- (f) In addition, Users agree to the following:
- (i) The effect of the self-service beauty device varies from person to person,

depending on factors such as individual skin and physical conditions;

- (ii) After use, Users shall wipe off the cream on the self-service beauty device to keep the self-service beauty device clean;
- (iii) On the day after using the self-service beauty device, Users shall avoid baths, saunas, stone baths and other behaviors that will materially affect the body;
- (iv) The self-service beauty device can be used daily, but use on the same body part should be spaced one day apart;
- (v) If the self-service beauty device is used for more than 1 hour, the power should be cut off and used again at intervals of about 10 minutes;
- (vi) Users shall not cause damage to the wire, or forcibly twist the wire;
- (vii) Users shall not pull or wrap the wires of the probe;
- (viii) Users shall not wet the body of the self-service beauty device or its operation panel;

- (g) The Company shall not be liable for any accidents or disputes arising from the use of the self-service beauty devices.

(3) Users shall comply with the following terms and conditions when using self-service nail art device:-

- (a) Prior to visiting the Location, Users shall:-
 - (i) Confirm and agree to the self-service nail art device user guide that can be found at the Location and on the Designated Application; and
 - (ii) Download the nail printer app that can be found on the Designated Application.
- (b) When using self-service nail art device, Users are deemed to agree that if the printed manicure is damaged, it may fall off immediately.
- (c) Users shall not use the self-service nail art device on areas other than nails.
- (d) Users shall not use self-service nail art device in the following circumstances: -
 - (i) When diagnosed by a qualified medical professional as suffering from a disease or infectious disease, and has not yet healed;
 - (ii) Poor physical conditions;
 - (iii) Suspected nail disease;
 - (iv) Suspected infection of the nails or skin;
 - (v) When allergic to certain drugs;

- (vi) In violation of the self-service nail art device user guide;
 - (vii) In violation of this Article or any rules in relation to the use of the self-service nail art device as prescribed by the Company from time to time.
- (e) In connection with the use of self-service nail art device, Users agree that:
- (i) In the event of theft or destruction of the self-service nail art device, the Users may be liable for the damage;
 - (ii) The Company does not take responsibility for loss or damage of the Users' belongings. Any unattended items left behind will be held for three (3) days and then such items will be disposed of by the Company; and
 - (iii) Prior to using the device, the Users shall read the user guides, manual and precautions placed next to such devices and published on the Designated Application, and use it in accordance with the instructions as stipulated therein.
- (f) When using the self-service nail art device, Users shall comply with the following rules:
- - (i) Please use the gel specified by the Company;
 - (ii) Please discontinue use if they feel an abnormality such as overheating;
 - (iii) Please stop using the self-service nail art device when thunderstorm occurs;
 - (iv) Please take off shoes when using the self-service nail art device;
 - (v) Please be sure to clean the self-service nail art device after use and put the spare parts back in their original position;
 - (vi) The self-service nail art device shall not be used for purposes other than manicure;
 - (vii) Please refrain from smoking, eating or drinking indoors;
 - (viii) Please do not bring in items that cause heat;
 - (ix) Please strictly abide by the user manual;
 - (x) Please strictly observe the proper etiquette;
 - (xi) Please do not cause annoyance such as making noise;
 - (xii) Please make a reservation on the Designated Application in advance;
 - (xiii) Please cancel a reservation on the Designated Application; and
 - (xiv) Please strictly adhere to the starting and finishing time of use.
- (g) After using the self-service nail art device, Users shall observe the following matters:
- (i) Moisturize the nails and take all necessary care;
 - (ii) If they feel any abnormality, remove the nail art immediately and consult a qualified medical professional as soonest as possible;
 - (iii) Please space the use of self-service nail art device at least 2 weeks apart from the last use.

(h) The Company shall not be liable for any direct or indirect damage suffered by the Users in the following circumstances: -

- (i) When the Users or any other party are injured by the nails of the Users after manicure;
- (ii) When the belongings of the Users or any other party suffer damages by the nails of the Users after manicure;
- (iii) When they dirty their own or others' body, belongings, etc. after or during manicure;
- (iv) In the above circumstances (i) to (iii), the nails after manicure suffer damage;
- (v) When suffering damage such as loss of enjoyment of life due to nail art at our Location;
- (vi) When damage is caused by the incompliance with this Article, user guides, or any rules in relation to the use of the self-service nail art device as prescribed by the Company from time to time;
- (vii) Injury in the Location or damage to personal belongings due to the own fault of the Users or any other person(s);
- (viii) When the Users suffer damage or loss due to other circumstances for which the Company is not directly or indirectly responsible.

(4) Users shall comply with the following terms and conditions when using the indoor golf-practice booth:

(a) Before using the indoor golf-practice booth, Users must:

- (i) Read, understand the user guides, manual, warnings, and precautions placed at or around such booth and published on the Designated Application, and use it in accordance with the instructions as stipulated therein;
- (ii) Make a reservation on the Designated Application in advance;
- (iii) Check their surroundings to ensure no one or obstacle is within their range of swing;
- (iv) Be alert of where they stand or walk (must stay out of someone's range of swing);
- (v) Cancel a reservation on the Designated Application if not using; and
- (vi) Wear clean shoes that are free of all debris before use.

(b) When using the indoor golf-practice booth, Users must not:

- (i) Swing clubs outside of the booth for safety reasons;
- (ii) Eat or drink;
- (iii) Engage the services of coaches (paid or not paid) unless with the written consent of the Company;

- (iv) Use golf balls and clubs other than those provided by the Company;
 - (v) Use loud, foul, abusive language or engage in any form of behavior that may cause offence and nuisance to others;
 - (vi) Remove any equipment provided by the Company from the Locations;
 - (vii) Throw golf balls;
 - (viii) Attempt to fix any issues or meddle with indoor golf-practice booth facilities;
 - (ix) Use personal electronic equipment such as mobile phones, music devices or speakers to play sound without headphones and/or causing nuisance to others.
- (c) When using the indoor golf-practice booth, Users shall take cautions of and comply with the following rules: -
- (i) Take proper care of the indoor golf-practice booth facilities;
 - (ii) Only one User should be present in the hitting area at a time;
 - (iii) Only dispense and hit one golf ball at a time;
 - (iv) Keep a safe distance, and keep watch of the User golfing;
 - (v) Stay behind the yellow safety sign when not playing;
 - (vi) Observe golf etiquette and take care for the safety of others at all time;
 - (vii) All swinging must be done in the hitting area;
 - (viii) Be mindful of all the projectors and cameras when making a practice swing;
 - (ix) Be aware of their backswing and follow-through at all times;
 - (x) Keep clubs in the hitting area while playing;
 - (xi) All golf shots must be directed towards the net target;
 - (xii) Users are responsible for any damage done to the indoor golf practice booth by their acts committed;
 - (xiii) Report any accidents immediately to the Company and/or government authorities;
and
 - (xiv) Strictly adhere to the starting and finishing time of use.
- (d) After using the indoor golf practice booth, Users shall observe the following matters:
- (i) Collect and return all golf balls to the basket and the clubs to the original position on completion of a session and do not misappropriate or remove the golf balls from the booth; and
 - (ii) Vacate the booth as soon as their session has ended.
- (e) The Company is not responsible for any direct or indirect losses suffered by the Users in the following circumstances:
- (i) When the Users are injured or suffer any damages or loss in relation to the use of the indoor golf practice booth;

- (ii) When the properties of the Users are damaged by the use of the indoor golf-practice booth facilities;
 - (iii) Any other circumstances for which the Company has no direct or indirect responsibility for the loss or damage suffered by the Users.
- (5) Users shall comply with the following terms and conditions when using the Electrical Muscle Stimulation (“EMS”) device where applicable: -
 - (a) In connection with the use of the EMS device, Users are deemed to agree to the following:
 -
 - (i) The long-term effects of chronic electrical stimulation are unknown and that all risks in relation to the use of the EMS device shall be solely born by each of the Users;
 - (ii) In the event of theft or destruction of the facilities, the Users may be liable for damage;
 - (iii) The Company does not take responsibility for loss or damage of the Users’ belongings. Any unattended items left behind will be held for three (3) days and then such items will be disposed of by the Company in any way it sees fit; and
 - (iv) When the network is congested, the Wi-Fi speed at the Location may be slow.
 - (b) Before using the EMS device, Users must: -
 - (i) Read and understand the user guides, manual, warnings, and precautions placed next to such devices and published on the Designated Application, and use it in accordance with the instructions as stipulated therein;
 - (ii) Seek proper medical advice from a qualified medical professional to ensure safe and effective treatment;
 - (iii) Make a reservation on the Designated Application in advance;
 - (iv) Cancel a reservation on the Designated Application if not using;
 - (v) Determine the placement sites for the applicators (following their medical professional’s instructions);
 - (vi) Ensure the skin site to be clean and dry as dirty, flaky or oily skin will prevent applicators from adhering to the skin;
 - (vii) Clean skin site with alcohol wipe or any designated cleaners prior to application;
 - (viii) Ensure the applicators are tightly adhered to the skin site’
 - (ix) Keep the machine away from electrical products, strong magnetic interference and flammable/explosive materials;
 - (x) Avoid being full and wait for at least one hour after eating before using the device;
 - (xi) Trim excess body hair from the area with scissors if necessary; and

- (xii) Wash hands and dry them before handling applicators.
- (c) Users shall not use the EMS device under the following circumstances: -
- (i) If they suffer or suspect to suffer one or more of the following conditions: heart disease, high blood pressure, use of cardiac demand pacemakers, epilepsy, thyroid, malignant tumors, renal failure, thrombophlebitis, carotid sinus reflex, cancerous lesions, unknown otology, menstruating or pregnant uterus, sensory loss, skin irritation, muscle tension, stroke, brain injury;
 - (ii) During pregnancy or lactation;
 - (iii) If there is any implanted metal or electrical object inside their body, consult qualified medical professional before use;
 - (iv) On broken or damaged skin; and
 - (v) Placing the applicators across their head, necks, close to their eyes or in their mouths.
- (d) When using the EMS device, Users shall take cautions of and comply with the following rules: -
- (i) Do not use the device on one area for more than 30 minutes;
 - (ii) Use the device on a small patch of skin and start at a low energy level to see if any reaction develops and allow their body gradually adapt;
 - (iii) Strictly abide by the user manual;
 - (iv) Stimulation should not be applied over the carotid sinus nerves, particularly in patients with a known sensitivity to the carotid sinus reflex;
 - (v) Stimulation should not be applied over the head, neck or mouth as severe spasm of the laryngeal and pharyngeal muscles may occur and the contractions may be strong enough to close the airway or cause difficulty in breathing;
 - (vi) Stimulation should not be applied across the thorax in that the introduction of electrical current into the heart may cause cardiac arrhythmias;
 - (vii) Stimulation should not be applied transcerebrally;
 - (viii) Stimulation should not be applied over swollen, infected, inflamed areas or skin eruptions, eg, phlebitis, thrombophlebitis, varicose veins etc.;
 - (ix) Stimulation should not be applied over or in proximity to cancerous lesions;
 - (x) Use the EMS device only in the prescribed manner and for the prescribed reason;
 - (xi) If the stimulation levels are uncomfortable or become uncomfortable, reduce the intensity (amplitude) to a comfortable level;
 - (xii) Shall not immerse the stimulator unit in water or other liquids;
 - (xiii) The EMS device is for external use only;
 - (xiv) Use caution following recent surgical procedures when muscle contraction may disrupt the healing process;

- (xv) If there are any adverse reactions such as inflammation or burns beneath the applicators, stop using the EMS device and consult a qualified medical professional immediately; and
 - (xvi) Strictly adhere to the starting and finishing time of use.
- (e) After using the EMS device, Users shall observe the following matters: -
- (i) Removal of applicators shall be slow and not be rushed;
 - (ii) Return the applicators back into their original position;
 - (iii) Wait for at least one hour before eating and drink more water.
- (f) The Company is not responsible for any direct or indirect losses suffered by the Users in the following circumstances:
- (i) When the Users are injured or suffer any damages or loss in relation to the use of the EMS device;
 - (ii) When the properties of the Users are damaged by the use of the EMS device;
 - (iii) Any other circumstances for which the Company has no direct or indirect responsibility for the loss or damage suffered by the Users.
- (6) Users shall comply with the following terms and conditions when using the workout area:
- (a) In connection with the use of the workout area, Users are deemed to agree to the following:
- - (i) In the event of theft or destruction of the facilities, the Users may be liable for damage;
 - (ii) The Company does not take responsibility for loss or damage of the Users' belongings. Any unattended items left behind will be held for three (3) days and then such items will be disposed of by the Company in any way it sees fit;
 - (iii) When the network is congested, the Wi-Fi speed at the Location may be slow; and
 - (iv) Prior to using, the Users shall read the user guides, manual and precautions placed at or around the relevant facilities and published on the Designated Application, and use it in accordance with the instructions as stipulated therein
- (b) When using the workout area, Users shall observe the following matters:
- (i) Please disinfect and clean the equipment (e.g., table, pad, table, mat) after use, and put them back in its original position;
 - (ii) Please do not use for purposes other than workout;
 - (iii) Please refrain from smoking or eating in the workout area;
 - (iv) Please take away items other than those equipped at the Location;

- (v) Please only use the socket as provided;
 - (vi) Please strictly abide by any rules of use and etiquette as stipulated by the Company from time to time;
 - (vii) Please do not cause annoyance such as making noise;
 - (viii) Please wear headphones when playing music and videos;
 - (ix) Please make a reservation on the Designated Application in advance;
 - (x) Please cancel a reservation on the Designated Application;
 - (xi) Please strictly adhere to the starting and finishing time of use.
- (c) The Company shall not be liable for any accident or dispute arising from the use of the workout area.

(7) Users shall comply with the following terms and conditions when using an exercise bike:

- (a) Before using an exercise bike, Users are deemed to agree to the following:
- (i) In the event of theft or destruction of the exercise bike, the Users may be liable for damages;
 - (ii) The Company does not take responsibility for loss or damage of the Users' belongings. Any unattended items left behind will be held for three (3) days and then such items will be disposed of by the Company in any way it sees fit;
 - (iii) When the network is congested, the Wi-Fi speed at the Location may be slow; and
 - (iv) Prior to using the device, the Users shall read the user guides, manual and precautions placed next to such device and published on the Designated Application, and use it in accordance with the instructions as stipulated therein.
- (b) When using an exercise bike, Users shall observe the following matters:
- (i) Please disinfect and clean the exercise bike before and after use;
 - (ii) Please do not use for purposes other than those intended for the exercise bike;
 - (iii) Please refrain from smoking or eating on an exercise bike;
 - (iv) Please take away items other than those equipped in the Location;
 - (v) Please strictly abide by this Article and any rules of Use and etiquette as stipulated by the Company from time to time;
 - (vi) Please do not cause annoyance such as making noise;
 - (vii) Please wear headphones when playing music and videos;
- (c) The Company shall not be liable for any accident or dispute arising from the use of the exercise bike.

(8) Users shall comply with the following terms and conditions when using the massage chair.

(a) Please do not use the massage chair in the following circumstances: -

- (i) Those who are prohibited from massaging by a doctor;
- (ii) Those who are receiving treatment from a doctor or have the following conditions:
 - Those who use implantable medical electronic devices that are susceptible to electromagnetic interference, such as pacemakers;
 - Malignant tumors;
 - Heart disease;
 - Pregnant women or those who have recently given birth;
 - Those who suffer from diabetes and other diseases that cause high peripheral circulatory system lesions and have sensory disorders;
 - Those who have wounds on the skin;
 - Those who are in need of rest;
 - Those with a fever with a body temperature of 38° C or higher;
 - Those with acute inflammatory symptoms such as fatigue, chills, and changes in blood pressure are severe or when the body is weak;
 - Those suffering from acute diseases such as osteoporosis, spinal fractures, sprains, muscle strains, etc.;
 - Those with spinal abnormalities and curvature of the spine;
 - Those with previously treated sites or diseased areas;
 - Those with tenosynovitis;
 - Those who are undergoing any medical treatment.

(b) Before using the massage chair, Users are deemed to agree to the following:-

- (i) In the event of theft or destruction of the massage chair, the member may be liable for damages;
- (ii) The Company does not take responsibility for loss or damage of the Users' belongings. Any unattended items left behind will be held for three (3) days and then such items will be disposed of by the Company in any way it sees fit; and
- (iii) Prior to using the massage chair, the Users shall read the user guides, manual and precautions placed next to such massage chair and published on the Designated Application, and use it in accordance with the instructions as stipulated therein

(c) Please observe the following when using the massage chair:-

- (i) Please disinfect and clean the massage chair before and after use, and put the spare parts back in place;
- (ii) Please do not use for purposes other than massaging;

- (iii) Please do not smoke or eat on the massage chair;
 - (iv) Please take away items other than those equipped at the Location;
 - (v) Please remove their shoes;
 - (vi) Please strictly observe this Article and any rules of use and etiquette as stipulated by the Company from time to time;
 - (vii) Please do not cause annoyance such as making noise;
 - (viii) Please wear headphones when playing music and videos;
 - (ix) Please stop using the massage chair if thunderstorm occurs;
 - (x) Please make a reservation on the Designated Application in advance;
 - (xi) Please cancel a reservation on the Designated Application;
 - (xii) Please strictly adhere to the starting and finishing time of use.
- (d) The Company shall not be liable for any accident or dispute arising from the use of the massage chair.
- (9) Users shall comply with the following terms and conditions when using a white tanning machine where applicable: -
- (a) In connection with the use of the white tanning machine, Users are deemed to agree to the following:
 - (i) In the event of theft or destruction of the white tanning machine, the Users may be liable for damages;
 - (ii) The Company does not take responsibility for loss or damage of the Users' belongings. Any unattended items left behind will be held for three (3) days and then such items will be disposed of by the Company in any way it sees fit; and
 - (iii) When the network is congested, the Wi-Fi speed at the Location may be slow.
 - (b) Before using the white tanning machine, Users must: -
 - (i) Read and understand the user guides, manual, warnings, and precautions placed next to such machine and published on the Designated Application, and use it in accordance with the instructions as stipulated therein;
 - (ii) Seek proper medical advice from a qualified medical professional to ensure safe and effective treatment;
 - (iii) Make a reservation on the Designated Application in advance;
 - (iv) Cancel a reservation on the Designated Application of not using;
 - (v) Check the machine carefully to ensure it is under good working conditions;
 - (vi) If there is any implanted metal or electrical object inside their body, consult qualified medical professional before use

- (vii) Remove cosmetics well in advance of exposure and do not apply any sunscreens;
and
 - (viii) Maintain a regular lifestyle, do proper exercise, eat light meals (avoid spicy and stimulating foods).
- (c) Users shall not use the white tanning machine under the following circumstances: -
- (i) When the timer of the machine is faulty;
 - (ii) When the airhose of the machine is not connected;
 - (iii) When one of the filters of the facials of the machine is broken or removed;
 - (iv) If one or all of the acrylics of the machine are broken or removed;
 - (v) If they are subject to reduced physical, sensory or mental capabilities;
 - (vi) If they are suffering from any form of skin allergies;
 - (vii) If they have sunbathed on the same day;
 - (viii) If they have taken medicines or applied cosmetics or sunscreen;
 - (ix) If they burn without tanning when exposed to the sun, suffer from sunburn, suffer from or previously suffer from skin cancer or predisposed to skin cancer; and
 - (x) If they are under medical care for diseases that involve photosensitivity or receive photosensitivity medications.
- (d) When using the white tanning machine, Users shall take cautions of and comply with the following rules: -
- (i) Do not spray water on the machine;
 - (ii) Keep the machine away from electrical products, strong magnetic interference and flammable/explosive materials;
 - (iii) Direct eye contact with any type of light emitted by the machine is prohibited, blue light in particular can damage their eyesight;
 - (iv) Use the machine on a small patch of skin and start at a low energy level to see if any reaction develops and allow their body gradually adapt;
 - (v) If experience any discomfort, stop using the machine immediately and consult qualified medical professional;
 - (vi) Always protect their eyes from visible and infrared radiation, use the protective sunglasses provided;
 - (vii) Follow the recommendations of their qualified medical professional concerning exposure duration and exposure intervals;
 - (viii) Ultraviolet radiation from the sun or UV-machines can cause injury to skin or eyes. These biological effects depend upon the quality and the quantity of the radiation as well as the skin sensitivity of the individual;
 - (ix) The skin may develop sunburn after an excessive exposure. Excessively repeated

exposure to ultraviolet radiation from the sun or the machine may lead to premature ageing of the skin as well as increased risk of development of skin tumors; and

- (x) The unprotected eye may develop surface inflammation, and in some cases, damage may occur to the retina after excessive exposure. Cataracts may develop after may repeated exposures.
- (e) After using the white tanning machine, Users shall observe the following matters: -
- (i) Seek medical advice if persistent lumps, sores or pigmented moles develop on the skin; and
 - (ii) If unexpected side effects, such as itching, occur within 48 hours of the first session of using a UV appliance, medical advice should be sought prior to further UV exposure.
- (f) The Company is not responsible for any direct or indirect losses suffered by the Users in the following circumstances: -
- (i) When the Users are injured by the white tanning machine;
 - (ii) When the belongings of the Users are damaged by the white tanning machine;
 - (iii) Any other circumstances for which the Company is not direct or indirectly responsible for the loss or damage suffered by the Users.

Article 8 Termination of Services by the Company

- (1) The Company may cease providing the Services to a User and terminate the contractual relationship with such User forthwith under any one or more of the following circumstances:-
- (a) breaches of any provisions of this Service Policy and Terms & Conditions and the rules established by the Company;
 - (b) it is unfit (in the Company's sole and absolute discretion) to use the Services due to poor health, under influence of alcohol or drugs, etc.;
 - (c) Pregnancy;
 - (d) Unhygienic conditions whereby (in the Company's sole and absolute discretion) causing discomfort to other Users and other people present in the Location(s);
 - (e) Unauthorized entry into the Location(s) without the consent of the Company;
 - (f) failure to pay any sums due and payable to the Company under the contractual relationship between the User and the Company (including but not limited to this Service Policy and Terms & Conditions);
 - (g) Conduct of sales activity within the Location or in the vicinity of the Location, engaging in acts for profit, solicitation, political activities, acts of solicitation deemed to be related

- to religion, or other advertising activities, etc.;
- (h) Provision of personal training to other Users or engage in similar activities (whether for profit or not);
 - (i) Assisting in the unauthorised entry of non-Users, parties who have not subscribed for a Plan or those who are not authorized by the Company to access the Location(s);
 - (j) Engaging in violent activities, sexual harassment, slander, harassment, invasion of privacy, anti-social behaviour or causing any other nuisances to other Users or other people present in the Location(s);
 - (k) Abuse of use of facilities, equipment and devices in the Location(s);
 - (l) Posting malicious comments and engaging in any form of cyber-bullying, etc. within the Designated Application; and
 - (m) behaves, whether or not such behaviour is the subject of complaint by another User, in a way, in the reasonable opinion of the Company, that poses a threat to the security, safety, or health of other Users and the staff of the Company, or may be detrimental to the reputation, goodwill and interests of the Company.
- (2) Unless as otherwise provided herein and, the Company shall have the right to at any time without cause terminate the Services by giving, in the case of a monthly plan, at least one (1) week's prior notice, and in the case of a 24 Hour plan, with immediate effect (the relevant "**Termination Notice Period**") in writing by email or other means to the User (the "**Termination Notice**"). In the case of monthly plan, the Company shall refund the relevant amount of Subscription Fee (if applicable) already paid by the Monthly Plan User on a pro rata basis. Subject to the aforesaid, the Company shall have no further obligations or liabilities towards the User in relation to or incidental to the termination of Services. If the Company is prevented or delayed from giving the Termination Notice to the User within the Termination Notice Period due to force majeure (i.e. any events that are beyond the reasonable control of a party and cannot be avoided with reasonable care including but not limited to government acts, natural disasters, fire, explosion, storms and typhoons and extreme conditions thereafter, flood, civil unrests and war), the Company will not be liable for failing to give sufficient Termination Notice on the condition that it will promptly resume such obligation once feasible.
- (3) The Company reserves all rights to exercise any and all remedies provided herein and under all applicable laws arising from a breach of the Service Policy and Terms & Conditions by any person who has a contractual relationship with the Company.

Article 9 Termination of Services by the User

- (1) Monthly plan Users may terminate his or her subscription of Services by giving notice through

the Designated Application only but not by any other means such as telephone, e-mail or fax. Subject to Article 9(2), Monthly Plan Users shall choose the date of termination of his/her subscription of Services (“**Termination Date**”) which must not be less than a month from the date of giving his/her notice of termination. For the avoidance of doubt, the monthly plan Users shall be liable for all Subscription Fees incurred up till the Termination Date (inclusive).

- (2) The Termination Date for new monthly plan Users shall any date after the last day of the following month of the month of his/her first subscription. For the avoidance of doubt, such new monthly plan Users shall be liable for all Subscription Fees incurred up till the Termination Date (inclusive).
- (3) 24 Hour Plan Users may terminate forthwith his or her subscription of Services through the Designated Application only but not by other means such as telephone, email or fax.
- (4) Save as expressly provided herein, all Subscription Fees paid are neither refundable in full nor on a pro-rata basis under any circumstances.
- (5) Users will not be able to access and use the Services starting from the Termination Date.
- (6) Users’ information upon the User’s termination of Service will be handled in accordance with the Privacy Policy of the Company.

Article 10 Notification of Changes

- (1) In the event of any change in the particulars provided at the time of subscribing for a Plan, the Users must make a change notification through the Designated Application or on the Designated Website.
- (2) Notices sent by the Company to individual Users will be sent to the Designated Application or to the e-mail address and/or any other means as supplied by the Users to the Company, and a notification will be sent to the Users.

Article 11 Disqualification

- (1) In the following cases, a User will not be eligible for subscription of the Services:
 - (a) if he or she becomes bankrupt or generally fail to pay debts as they become due; or
 - (b) If he or she has subscribed for a monthly Plan, irrespective of whether it is renewed automatically, such User fails to make payment of the corresponding Subscription Fee

when such payment is due.

Article 12 Restrictions on Services

- (1) While the Location(s) are generally accessible by the Users at any time of the day under their valid existing service plans, the Company reserves its rights to close the Location(s) temporarily, or decline provision of all or part of the Services, or cancel any booking Users have made, at any time without prior notice or compensation for any reasons whatsoever including but not limited to:
 - (a) When the maximum crowd capacity limit of the Location(s) is reached;
 - (b) When the Company deems it difficult to operate due to weather, disasters, etc.;
 - (c) When maintaining, repairing, or modifying facilities;
 - (d) Compliance with applicable laws and regulations and orders from the applicable authorities; and
 - (e) Prevention of crimes or accidents; and
 - (f) Any other health and/safety reasons that the Company may deem fit in given circumstances.
- (2) In the case of the preceding paragraph, the Company will use its commercially reasonable efforts to notify Users in advance through the Designated Website and/or Designated Application.

Article 13 Changes to Services

- (1) All Locations and Services are operated on self-serving and self-help basis and will generally be open for use without any onsite staff, except for certain periods from time to time to be solely and absolutely determined by the Company out of its, among others, internal operational needs.
- (2) All Locations and Services, including but not limited to their availability, operation hours, and offerings, are subject to change from time to time, without prior notice and compensation to the Users, at the sole and absolute discretion of the Company, for any reasons whatsoever including but not limited to:
 - (a) When the Company deems it difficult to operate due to weather, disasters, etc.;
 - (b) Compliance with applicable laws and regulations and orders from the applicable authorities; and
 - (c) Prevention of crimes or accidents.

- (3) The Company shall not be liable to any Users in relation to the availability or condition of any of the Locations and Services.
- (4) The Company may from time to time relocate or permanently close any Location(s) without prior notice or compensation to the Users.

Article 14 Closed-circuit television (“CCTV”) surveillance

- (1) Each User acknowledges and accepts that CCTV surveillance cameras may be installed and operated for 24 hours a day in the Location(s). All personal data and information obtained from the CCTV surveillance cameras will be used for security, prevention of crime, surveillance, customer services management and related purposes only. Such personal data may be disclosed or transferred to any parent entity or shareholder of the Company, agent, contractor or service providers who provide services in connection with the aforesaid purposes.
- (2) The Users further agree to and acknowledge the contents of the Privacy Policy of the Company which, among others, addresses issues of personal data of Users in relation to use of CCTV surveillance cameras at the Locations.

Article 15 Representations and Warranties of the User

- (1) As a condition to using the Services, each User represents and warrants to the Company that:
 - (a) It is aged 18 years of age or over;
 - (b) It is in good health and sufficient physical condition to use the Services and to properly undertake in any physical activities;
 - (c) It is knowledgeable about and fully comprehends the proper use of any equipment, facility and device under Service; has read all operating instructions, manuals, guidelines and rules for any equipment, facility and device under the Services (including on site at the Location(s) and/or on the Designated Application); and will operate such equipment, facility and device under the Services in strict accordance with such instructions.
 - (d) All information provided or to be provided by it to the Company, in particular relating to health history and physical condition, if any, contains or will contain any untrue statement of a material fact or will omit to state a material fact necessary to render it not misleading, and that it is and will be true, complete and accurate when made.

Article 16 Waiver, Release, Disclaimer, Limitation of Liabilities

- (1) In consideration of gaining access to the Location(s) and using the Services, to the fullest extent

allowed by law, each User hereby waives, releases and forever discharge the Company and any of its subsidiaries and their respective officers, employees, agents, affiliates, representatives, executors, contractors and services providers from any and all responsibilities or liabilities arising out of any loss, damage or injury incurred or suffered by the User at any time in relation or incidental to the User's access to the Location or use of the Services.

- (2) Each User confirms that it is fully aware of and it understand, agree and accept that:
- (a) there are natural hazards and risks connected to the Services (including but not limited to the carrying out of workout, fitness training, sports and physical activities, beauty services and use of relevant facility, equipment and devices, where applicable) and the User shall be solely and fully responsible for all such hazards and risks and all their consequence;
 - (b) the aforesaid natural hazards and risks may include but are not limited to abnormal blood pressure, syncope, cardiomyopathies, heart disorders and heart attack, dehydration, musculoskeletal disorders (including bones fractures, bruises, joint dislocations, sprains and strains, soft-tissue injuries), skin irritation or dermatitis, headaches, respiratory problems, sunburn, skin cancer and any other chronic health effects, and any other accidents and incidents that may occur within the Location;
 - (c) use of all facilities, equipment and devices in relation to the Services improperly or beyond one's physical limit may result in serious harm, injury or death;
 - (d) as the Locations are operated on a self-service basis and will generally be accessible to the Users without presence of any onsite staff of the Company, the User shall at all times be solely, fully and ultimately responsible for its own exposure to such risks, and for its own safety, well-being and that of other Users.
 - (e) The Company makes no guarantees concerning the level of success each User may experience, and each User shall accept the risk that results will differ for each individual. The User further acknowledge that all customers' interviews and comments, testimonials and/or any other examples or precedents illustrated with regard to the Service are exceptional results, which do not apply to an average normal person, and are not intended to represent or guarantee that anyone will achieve the same or similar results as illustrated. There is no assurance that examples of prior fitness results can be duplicated or reproduced in the future. The Company cannot guarantee each User's future results and/or any success in achieving its intended fitness goals or plans in using the Services, nor can the Company guarantee that each User shall maintain such results it experiences if it ceases using the Services. Each User agrees that the Company is not liable for any success or failure of its physique that is directly or indirectly related to the purchase and use of the Services.

- (3) The Users acknowledge to take the following into consideration in accessing the Locations and/or using the Services:
 - (a) To undergo proper warm-up exercises, including aerobic and stretching activities, prior to using the Services (in particular relating to physical training);
 - (b) To avoid blindly following fitness program of other individuals without objectively considering each individual User's own circumstances;
 - (c) To commence training at lesser intensity and only to build up gradually; and to seek proper consultation from qualified individuals if required;
 - (d) To use appropriate techniques in using the relevant equipment; and
 - (e) To seek assistance or emergency help when necessary.

- (4) To the fullest extent permitted by law, the Company shall not in any event be responsible and liable for any damages, losses, theft or injury, etc. as a direct or indirect result of using the Service, except in case of fraud and gross negligence of the Company. In any event, no claim shall be brought unless the Company receives from such User prior to the first (1st) anniversary of the date of the service agreement between such User and the Company a written notice containing such reasonable details as are then available of the matter giving rise to the claim.

- (5) Subject to Article (16)(4), in the event the Company is liable to such User for monetary damages as determined by a court of competent jurisdiction as evidenced by a final and non-appealable order, such maximum liability of the Company will not exceed the contractual amount paid by such User to the Company.

Article 17 Indemnification

- (1) Each User agrees to defend, fully indemnify, keep indemnified and hold at all times harmless the Company against any loss, damage or expense incurred or suffered by the Company or any third parties (including but not limited to any subsidiaries and affiliates of the Company and other Users) by reason of any claim or liability based upon death, personal injury, loss or damage arising out of or as a result of the use of the facilities, equipment or devices in the Location(s) and/or the acts, omissions, negligence, recklessness, default of, and/or breach of this Service Policy by the User or any person so authorised by him/her and agreed by the Company (“**Authorised Persons**”).

- (2) The User or any Authorised Persons due to the negligence or breach of such Service Policy on his/her part or on the part of such Authorised Persons shall be responsible and liable to

meet the cost of repairing any damage caused to the facilities, equipment or devices in the Location(s), and restating or replacing any equipment, apparatus, fitting, or other property damaged and destroyed (fair wear and tear excepted), stolen or removed during the use of the Services.

- (3) Each User agrees to indemnify the Company for all losses, damages or expenses (including but not limited to legal costs) incurred by the Company or any third parties (including but not limited to the shareholders and subsidiaries of the Company and other Users) in connection with the enforcement of such Service Policy and Terms & Conditions by the Company against the User or any Authorised Persons.

Article 18 Undertaking from Users

- (1) As a condition to using the Services, each User undertakes that:
 - (a) It will keep the Company informed immediately in case of modification to any information provided to the Company whereby the Company is entitled to rely on all such information in carrying its obligations under such Service Policy and Terms & Conditions;
 - (b) It will keep the noise level of its activities a reasonably low level so as to avoid causing any nuisance to the others Users and the vicinity of the Location(s) (including neighbourhood areas);
 - (c) It shall be mindful of its own safety in using the facilities, equipment and/or devices in the Location(s);
 - (d) It shall only use the designated function of the facilities, equipment and/or devices in the Location(s) but not any other unauthorized use;
 - (e) It will not undertake any illegal activities in the Location(s);
 - (f) It shall be subject to and shall comply with this Service Policy and Terms and Conditions of Use and any other rules and requirements as may be promulgated by the Company from time to time, including all signages posted in the Location(s) and announcement promulgated in the Designated Application and Designated Website;
 - (g) It must wear appropriate attire, footwear, use appropriate equipment, protective gear as necessary and observe all safety rules and conditions for use of the relevant Services;

- (h) It will keep the Location(s) clean and tidy;
- (i) It will observe all provisions of the Pleasure Grounds Regulation (Cap. 132BC of the laws of Hong Kong) as if it is applicable to the Location(s) and any direction given by the staff on the Location(s); and
- (j) It shall indemnify the Company and keep the Company fully indemnified against all claims and liabilities arising by reason of any noise nuisance generated from the venue during such User's use of the Services.

Article 19 Notice

Notices under this Service Policy and Terms & Conditions shall be served, given and disseminated through the Designated Application, the Designated Website, e-mail and/or any other means as provided by the Users.

Article 20 Amendment of the Service Policy

- (1) The Company shall have the right to amend this Service Policy and Terms & Conditions by giving notice to the Users in the manner set out herein in advance.
- (2) Users who do not agree any amendment of Service Policy and Terms & Conditions (“**Amendment**”) may terminate the Services with effect from the effective date of such Amendment by serving not less than ten (10) days' prior notice to the Company and completing relevant administrative procedures as the Company may from time to time determine prior to the effective date of such Amendment.
- (3) Users who continue to access the Location(s) and use the Services after any amendment of Service Policy and Terms & Conditions becoming effective shall be deemed to have accepted and agreed to such amendment.

Article 21 Jurisdiction

In the event of any disputes between the Company and the Users, the Hong Kong courts shall have the exclusive jurisdiction over them.

Article 22 Discount coupon codes

- (1) A coupon code means a discount code issued in accordance with the standards prescribed by the Company, and the Users can enjoy a discount from the price according to the amount specified in each coupon code (the "**Discount Amount**") in accordance with the procedures and conditions prescribed by the Company. Also, coupon codes cannot be used for any 24 Hour Plan.
- (2) Coupon codes are subject to expiry date as prescribed by the Company in its sole and absolute discretion.
- (3) Each coupon code can only be redeemed once, and used coupon code will no longer be valid after use. Each transaction can only use one coupon code. However, the coupon codes discount can be used in conjunction with the "Gym Referral Program" (as defined in Article 23 below). Coupon code cannot be applied retrospectively if it was not used at the time of purchase. Coupon codes cannot be used for orders or purchases that have already been completed.
- (4) If a User loses a coupon code, the Company will not refund or reissue a new coupon code. When a User returns the purchased goods or services, the coupon code will be regarded as used and cannot be used again.
- (5) If the payable amount exceeds the Discounted Amount, the User shall pay such outstanding difference to the Company in the manner as prescribed in the Designated Application and/or Designated Website. In the event any contractual relationship between the Company and the User is terminated, the Company will not refund the Discounted Amount by cash or reissue any new coupon code and the User will not be entitled to any monies or any other compensation. Alternatively, if the payable price is lower than the Discount Amount, any outstanding Discount Amount not being applied to the payment of payable price will be forfeited by the User and the User will not be entitled to any monies, refund, new coupon codes or any other compensation. The coupon codes can only be applied to the cost of goods and Services of the Company, but not any other costs incidental to the Services (including but not limited to shipping fees).
- (6) All coupon codes cannot be exchanged for cash.
- (7) The Company reserves the right to vary the conditions of use of all coupon codes and to withdraw any coupon codes at any time. All decisions of the Company in relation to use of coupon codes shall be final.

Article 23 Gym Referral Program

- (1) Subject to the prevailing terms and conditions and availability as determined by the Company in its sole and absolute discretion, Monthly Plan Users may enjoy discount off their monthly Subscription Fee if they introduce a new individual user (who has not joined any Plan before) to a Plan (the “**Gym Referral Program**”).
- (2) Details of the Gym Referral Program will be posted on the Designated Website and/or the Designated Application from time to time. In any event, the Company has the sole and absolute discretion to decide the terms and conditions of any Gym Referral Program, including but not limited to the amount of discount, commencement dates and duration.

Article 24 Subscription Benefits

- (1) Subject to the prevailing terms and conditions, Users subscribing for a Plan for the first time may enjoy certain subscription benefits (the “**Subscription Benefits**”) as determined by the Company from time to time in its sole and absolute discretion. The Subscription Benefits may include health watches and body composition analyzers (the “**Products**”).
- (2) To the fullest extent permitted by law, the Company expressly exclude any warranty or representation of any kind, either express or implied, including but not limited to any implied warranties or implied terms of merchantability, satisfactory quality, fitness for purpose of any Subscription Benefits (including but not limited to the Products) and that the Company is not responsible or liable for any loss and damage arising from or in connection with the use of the Subscription Benefits (including but not limited to the Products).
- (3) Details of the Subscription Benefits will be posted on the Designated Website and/or the Designated Application from time to time. In any event, the Company has the sole and absolute discretion to determine the terms and conditions of the Subscription Benefits, including but not limited to entitlement conditions of Users and the type and model of the Products.
- (4) Users may receive the Products either by way of postal delivery or in-store pickup at the Company’s sole and absolute discretion. Relevant details will be notified to the Users in the manner stipulated herein.
- (5) Defects in materials and workmanship concerning the Products (fair wear and tear excepted) that occur under normal operating circumstances may be eligible for free repair or

replacement service provided by the manufacturer of the Products solely in accordance with the relevant terms and conditions (including warranty or service policy provisions) as set out in the manuals, product labels and other publications of the Products (“**Warranty Claims**”).

- (6) Any Warranty Claims shall be made on the Designated Application. Subject to the terms and conditions as set out therein or as issued by the Company from time to time and any express instructions from the Company, Users shall return the Product in its original packaging (together with all provided accessories, user guide, blank warranty card, packing clips and gift items (if any)) in saleable and unused condition, carefully packed and with the required proof of supply by the Company, to the Company. All incidental costs to the Warranty Claims (including but not limited any shipping fee) shall be borne by the Users.
- (7) The Users have a duty to ensure the Products under the Warranty Claims are delivered to a correct address as this may not be changed or at a surcharge. Any subsequent change of delivery address, subject to actual practical circumstances which are not guaranteed, should be requested through the Designated Application.
- (8) Data synchronization of the Products with the Designated Application will cease once the Services are terminated. However, the Products shall need not be returned to the Company by such Users.

Article 25 Prohibition of Resale

- (1) Users are strictly prohibited from reselling or providing to any third party, directly or indirectly through second-hand trading websites (e.g., Carousell, Amazon, eBay), any item provided by the Company, including but not limited to the Bluetooth Access, the Subscription Benefits, and the Products.
- (2) If a User breaches this Article, the Company may prohibit the User from using the Services and/or terminate the Services with the User according to Article 8.
- (3) The Company is not responsible or liable for any loss and damage arising from or in connection with the use of any products or services of the Company which are resold or provided to any third-party by the Users without the consent of the Company.

Article 26 Resubscription

- (1) Except as expressly provided herein, upon termination of the Service, Users can resubscribe for the Plans through the Designated Application or the Designated Website (the “**Resubscription**”).
- (2) Resubscription is not applicable to Users whose Services have been terminated by the Company according to Article 8, save for those who have not paid their Subscription Fees on time or unless with the consent of the Company. Users with outstanding Subscription Fees can re-subscribe for the Plans upon settlement of the same.
- (3) Users who resubscribe the Services are not entitled to any discounts for first time Users, unless otherwise expressly provided by the Company.

Article 27 General

- (1) Except as permitted at the sole and absolute discretion of the Company, Users are not allowed to assign, transfer, convey, licence or otherwise dispose of its subscriptions or all or any of their rights and obligations under such Service Policy and Terms & Conditions.
- (2) No failure or delay by the Company to exercise any right, power or remedy under such Service Policy and Terms & Conditions shall operate as a waiver thereof nor shall any single or partial exercise by the Company of any right, power or remedy.
- (3) If any term or provision (or portion thereof) of such Service Policy and Terms & Conditions is determined to be or made void or unenforceable, such determination shall not affect the remainder of such Service Policy and Terms & Conditions, which shall remain in full force and effect.
- (4) In case of any conflict in translation of such Service Policy and Terms & Conditions, the English version shall prevail.
- (5) This Service Policy and Terms & Conditions shall be governed by and construed in accordance with the laws of Hong Kong.