



**Sweat Spot is a trademark of Oryx Advisors Pte Ltd
(UEN 202017229N)**

Sweat Spot –Terms & Conditions– July 15, 2020

Oryx Advisors Pte. Ltd. under the trade name “Sweat Spot” and its affiliate provide Equipment Rental called “the Services”

By using the Services in any way, you (as a “user”) accept and agree to be bound by these Terms and Conditions (“Terms”), which forms a binding agreement between you and Sweat Spot.

Certain elements of the Services may be subject to additional terms and conditions specified from time to time. Your use of those elements of the Services is subject to those additional terms and conditions, which are incorporated into these Terms by this reference.

1. DEFINITIONS

“Business Day” means a day (other than a Saturday, Sunday or a public holiday) when banks in Singapore are open for business;

“Conditions” means the terms and conditions set out in this document;

“Contract” means the contract between Sweat Spot and the Customer for the rental of Equipment;

“Customer” means the person, firm or company who hires the Equipment from Sweat Spot;

“Equipment” means any apparatus, material or equipment (including all accessories supplied either as part of a kit or as standard with the main unit);

“Order Request” means the Customer’s order for the Equipment, as set out in the Customer’s purchase order form or the Customer’s payment of Sweat Spot’s invoice, as the case may be;

“Rental Payment(s)” means the payment(s) made by or on behalf of the Customer for the hire of the Equipment and as set out in the Order;

“Rental Period” means the period of hire set out in clause 3; and “Risk Period” has the meaning set out in clause 5.

“Sweat Spot” means Oryx Advisors Pte. Ltd. (registered in Singapore) or its trade name Sweat Spot

2. Acceptance

2.1 The Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to hire the Equipment in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

2.3 The Order shall only be deemed to be accepted when full payment has been made, at which point this Contract shall come into existence.

2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance, or warranty made or given by or on behalf of Sweat Spot which is not set out in the Contract.

2.5 Any samples, drawings, descriptive matter, or advertising produced by Sweat Spot and any descriptions or illustrations contained in Sweat Spot's online media, catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Equipment described in them. They shall not form part of the Contract or have any contractual force.

2.6 Fitness for use is for the Customer to determine, no performance objective is expressed or implied by Sweat Spot. The Equipment may appear to offer comparable or similar specifications to other manufacturers' products but will not necessarily perform identically to such other manufacturers' products.

2.7 A quotation for the Equipment given by Sweat Spot shall not constitute an offer. A quotation shall only be valid for a period of ten (10) days from its date of issue and shall be subject to availability of the Equipment.

3. Rental Period

3.1 The Rental Period is agreed between the parties and set the Contract

3.2 Extension of Rental Period shall be formalized by a renewed Order, no later than five (5) business days before the expiration of the Contract

3.3 The Customer will allow Sweat Spot or its affiliate to collect the Equipment within three (3) business days after the expiration of the contract. Failure to allow collection is subject to penalties under clauses 12.3 and 12.4

4. Delivery

4.1 Sweat Spot shall deliver the Equipment to the location set out in the Order Request or such other location as the parties may agree at any time after Sweat Spot notifies the Customer that the Equipment is ready for delivery.

4.2 Delivery dates quoted by Sweat Spot are approximate only, and the time of delivery is agreed separately. It is expressly agreed that Sweat Spot shall not be liable to the Customer for any delay in delivery or of the condition of the Equipment or otherwise.

5. Title

5.1 The Equipment shall at all times remain the property of Sweat Spot, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to these Conditions).

5.2 The Customer shall give Sweat Spot immediate notice in the event the Equipment is lost, stolen or damaged as a result of the Customer's possession or use of the Equipment or if there is a claim or, for any reason, a threat of seizure of the Equipment.

5.3 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on delivery of the Equipment to the Customer, or where applicable, the Customer's appointed agent. The Equipment shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer ("Risk Period") until such time as the Equipment is returned to Sweat Spot.

6. Training

6.1 The Customer represents and acknowledges that he has requisite knowledge and experience to operate the Equipment.

6.2 Sweat Spot representatives may be called upon to provide start up operator training for the Customer, if necessary and requested by the Customer.

7. Liabilities and Equipment breakdown

7.1 In the event that the Equipment experiences a breakdown due to any defect, the customer will be liable for the cost of repair, including parts and labor, to return the Equipment to full working order. This amount will be deducted from the security deposit. However, should the amount to repair the equipment surpass the amount of security deposit withheld, then the customer will be liable to pay the full cost to repair the bike, with no limit, as quoted by Sweat Spot's service center of choice.

7.2 These Conditions set forth the full extent of Sweat Spot's obligations and liabilities in respect of the Equipment and its hiring to the Customer. In particular, there are no conditions, warranties, or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on Sweat Spot except as specifically stated in these Conditions. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within the Contract, whether by statute, common law or otherwise, is expressly excluded.

7.3 Sweat Spot shall not be liable to the Customer for any:

- (a) loss of profit;
- (b) loss of revenue;

- (c) loss of business;
- (d) indirect or consequential loss or damage;

in each case, however caused, even if foreseeable.

8. Obligation of the Customer

8.1 The Customer shall during the term of the Contract:

- (a) at its expense and at all times during the Rental Period, keep and maintain the Equipment in good and substantial repair, condition and appearance in order to keep it in as good an operating condition as it was on the commencement date of the Contract in the same location as the delivery address;
- (b) use all Equipment only for the purposes for which it was designed and operate in a careful, prudent manner and in accordance with the instructions for use;
- (c) comply with all laws, regulations, rules or ordinances of lawfully constituted authorities relating to the possession, use, storage and transport of the Equipment;
- (d) maintain effective control of the Equipment and keep the Equipment in a secure and suitable environment when not in use;
- (e) ensure that the Equipment is operated only by suitably competent persons, duly instructed on its safe operation in accordance with manufacturer's operating manuals, instructions and safety warnings;
- (f) obtain any required licenses or other authorizations necessary for the use, registration or handling of a specific piece of equipment or technology, and ensure that it complies fully with all relevant legal requirements. Sweat Spot reserves the right to request proof of any such authorizations prior to the commencement of the Rental Period;
- (g) ensure that no unauthorized transfers or diversions of the Equipment occurs;
- (h) not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Equipment or any warnings or documentation thereon;
- (i) not copy or reproduce in any way or manner the Equipment or any part or component of the Equipment;
- (j) not perform, or allow any person to perform, any work in or upon or make modifications, changes, alterations or repairs to the Equipment other than routine daily maintenance;
- (k) allow Sweat Spot or its representatives to inspect the Equipment at all reasonable times and for such purpose to enter upon the site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspections;
- (l) keep the Equipment free from any liens, claims, charges and encumbrances during the Rental Period;
- (m) keep Sweat Spot fully informed of all material matters relating to the Equipment;
- (n) allow Sweat Spot or its representatives access to the site or any premises where the Equipment is located for the purpose of removing the Equipment 3 days after the end of this contract
- (o) not do or permit to be done anything which could invalidate the insurances referred to in clause 10.

9. Indemnity

9.1 The Customer agrees to indemnify and hold Sweat Spot and its directors, officers, employees, and agents, harmless from and against all liability and expenses (including legal costs on a full indemnity basis) howsoever arising or incurred, in respect of:

- (a) loss of or damage to property of the Customer whether owned, leased or hired, arising from, relating to or in connection with the performance or non-performance of the Contract; or
- (b) injury to, or death of any person employed or engaged by the Customer arising from, relating to or in connection with the performance or non-performance of the Contract.
- (c) injury to, or death of the Customer or any person related to the Customer using the Equipment

9.2 By execution of this Contract and using Sweat Spot's Equipment, you hereby agree that there are certain inherent risks and dangers involved. You should consult your physician or general practitioner before beginning a new fitness program. You should not rely on this information as a substitute for, nor does it replace, professional medical advice, diagnosis, or treatment. If you have any concerns or questions about your health, you should always consult with a physician, general practitioner, or other health-care professional. Do not disregard, avoid or delay obtaining medical or health related advice from your healthcare professional. The use of the equipment provided is solely at your own risk.

Nothing stated or posted on the Sweat Spot's social media or available through any services is intended to be, and must not be taken to be, the practice of medical or counseling care. For purposes of these terms, the practice of medicine and counselling includes, without limitation, psychiatry, psychology, psychotherapy, or providing health care treatment, instructions, diagnosis, prognosis, or advice. The services is continually under development and, to the full extent permitted by law, Sweat Spot makes no warranty of any kind, implied or express, as to its accuracy, completeness or appropriateness for any purpose. In that regard, developments in medical research may impact the health, fitness and nutritional advice that appears here. No assurance can be given that the advice contained in the services will always include the most recent findings or developments with respect to the particular material. By using Sweat Spot's Equipment, you affirm that either (A) all of the following statements are true:

- (i) no physician or general practitioner has ever informed you that you have a heart condition or that you should only do physical activities recommended by a physician or general practitioner;
- (ii) you have never felt chest pain when engaging in physical activity;
- (iii) you have not experienced chest pain when not engaged in physical activity at any time;
- (iv) you have never lost your balance because of dizziness and you have never lost consciousness;
- (v) you do not have a bone or joint problem that could be made worse by a change in your physical activity;
- (vi) your physician or general practitioner is not currently prescribing drugs for your blood pressure or heart condition;
- (vii) you do not have a history of high blood pressure, and no one in your immediate family has a history of high blood pressure or heart problems; and
- (viii) you do not know of any other reason you should not exercise;

or (B) your physician or general practitioner has been specifically consulted by you and approved of your use of the Services.

If applicable, you further affirm that

- (a) you are not pregnant, breastfeeding or lactating; unless
- (b) your physician or general practitioner has been specifically consulted and approved your use of the Services.

Sweat Spot reserves the right to refuse or cancel the Services, if Sweat Spot or its affiliate determine that you have certain medical conditions or that the representations set forth above are untrue in any respect.

9.3 You accept and are aware that there are inherent risks associated with physical activity and using the Equipment. Some of these risks cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but they range from

1. minor injuries such as scratches, bruises and sprains;
2. major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, concussions and kidney failure;
3. catastrophic injuries including paralysis and death and;
4. continual or long-term exposure to amplified music carries risk of hearing damage.

9.4 In consideration of being allowed to use the Equipment, you hereby:

(a) assume full responsibility for any and all injuries or damage which are sustained or aggravated by you as a result of you using the Equipment.

(b) waive, release and forever discharge Sweat Spot, its officers, agents, employees, instructors, ambassadors, representatives, and all others from any and all responsibility, claims, rights, causes of action and/or liability from injuries or damages to your person or property resulting from you using the Equipment, and

(c) represent you have no medical or physical condition which would prevent you from using the Equipment and/or put you in any physical or medical danger, and have not been instructed by a physician not to do so. Sweat Spot hereby advises you that individuals with any chronic disabilities or conditions are at risk in using the Equipment and are advised against doing so. In addition, if in the opinion of Sweat Spot staff or instructor, you would be at physical risk by using the Equipment, you will be denied accessing the Equipment until you provide Sweat Spot with an opinion letter from your medical doctor, at your sole cost and expense, specifically addressing Sweat Spot's concerns, and stating that Sweat Spot's concerns are unfounded. If you decline to obtain such a letter, you will not be permitted to use the Equipment.

10. Intellectual Property

10.1 You hereby agree and consent that the followings are the property of Sweat Spot and its affiliates (the "Intellectual Property") therefore, Sweat Spot has the sole right to use such Intellectual Property at all time without any restrictions/limitation or any objection from you or any third party, either during or after expiration or termination of this agreement.

10.2 The copyright, know-how and any other intellectual property rights of whatsoever nature to any techniques or principles, and in all materials, business plans, strategies and promotions and/or disclosed to you shall at all times remain the property of Sweat Spot.

10.3 The unauthorized reproduction, adaptation or advertisement of or grant of rights over such materials is prohibited. Sweat Spot reserves the right to take legal action (including compensation) against any entity or individuals who infringe on this copyright. If you breach this clause, you shall pay the Company a penalty fee of S\$10,000.

11. Insurance

11.1 During the Rental Period and the Risk Period, the Customer shall, at its own expense, provide and maintain the following insurances:

- (a) insurance of the Equipment against loss by all risks of physical loss or damage by fire, theft or accident, in an amount equal to the full replacement value;
- (b) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as Sweat Spot may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and howsoever arising in connection with the Equipment; and
- (c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such insurance as Sweat Spot may from time to time consider reasonably necessary and advise to the Customer.

11.2 The Customer shall give immediate written notice to Sweat Spot in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.

11.3 The Customer shall, upon request of Sweat Spot, provide Sweat Spot with certificates of insurances evidencing the coverage required at clause 11.1. If the Customer fails to place or maintain insurances or provide satisfactory evidence thereof Sweat Spot may refuse to provide the Equipment. If the Customer is self-insured, it shall furnish, upon request, written evidence of such fact to the satisfaction of Sweat Spot. The provision of any insurance required herein does not relieve the Customer of any responsibilities or obligations outlined in the Contract or for which the Customer may be liable by law or otherwise.

12. Payment Terms

12.1 Sweat Spot shall invoice the Customer for the Rental Payment(s) in accordance with the Order Confirmation.

12.2 The Customer shall make payment as set on the Invoice.

12.3 If the Equipment is returned later than the stipulated return date, the Customer will be charged at the daily rate of S\$100, until Equipment has been returned to Sweat Spot.

12.4 If the Customer fails to return the Equipment after 10 days from the end of this contract, then, without limiting Sweat Spot's remedies under clause 13, the Customer shall pay the full amount of the Equipment, amounting to S\$2,500. The Customer shall be charged to the card on file.

13. Additional Charges

13.1 In addition to the Rental Payment(s) specified in the Order, Sweat Spot has in the relevant circumstances the right to apply additional charges:

- (a) for loss of or damage to the Equipment as a result of any failure by the Customer to comply with these Conditions;
- (b) if the Equipment is damaged and it can be repaired, for loss of rental income during the period the

Equipment is being repaired, provided such additional charges shall cease when the Equipment is returned to full working order;

(c) if the Equipment is damaged and cannot be repaired (i.e. it is written off) or the Equipment is lost or stolen, for loss of rental income during the period from the date the Equipment is damaged, lost or stolen to the date Sweat Spot receives an amount equal to full replacement value of the Equipment;

13.2 Sweat Spot shall invoice the Customer for any Additional Charges in accordance with clause 12 and GST if applicable (and any other applicable taxes) shall be applied to any Additional Charges.

14. Termination

14.1 Without affecting any other right or remedy available to it, Sweat Spot may terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than five (5) Business Days after being notified to make such payment;
- (b) the Customer commits a material breach of any other term of the Contract and either such breach cannot be remedied or (if such breach can be remedied) fails to remedy that breach within a period of five (5) Business Days after being notified to do so;
- (c) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (d) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company);
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer (being a company);
- (g) the holder of a qualifying floating charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver; or
- (h) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (i) any event analogous to (c) to (g) inclusive, occurs in relation to any other legal jurisdiction.

15. Consequences of Termination

15.1 Upon termination of the Contract, however caused:

- (a) Sweat Spot's consent to the Customer's possession of the Equipment shall terminate and Sweat Spot may, by its authorized representatives, without notice and at the Customer's expense, retake possession of the Equipment and for this purpose may enter the site or any premises at which the Equipment is located; and
- (b) the Customer shall pay to Sweat Spot on demand:

- (i) all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 12.4;
- (ii) any costs and expenses incurred by Sweat Spot in recovering the Equipment and/or in collecting any sums due under the Contract (including any storage, insurance, repair, transport, legal and remarketing costs).

15.2 Upon termination of the Contract pursuant to clause 13.1 or any other repudiation of the Contract by the Customer which is accepted by Sweat Spot, without prejudice to any other rights or remedies of Sweat Spot, the Customer shall pay to Sweat Spot on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the Contract had continued from the date of such demand to the end of the Rental Period.

15.3 Termination or expiry of the Contract shall not affect any rights, remedies or obligations of Sweat Spot that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

16. General

16.1 You consent to receive all communications including notices, agreements, disclosures, or other information from Sweat Spot electronically. Sweat Spot may communicate by email or by posting to the Services.

16.2 Assignment and other dealings

- (a) Sweat Spot may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Sweat Spot.

16.3 Notices

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.2 (a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

16.3 Severance

(a) If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

(b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

16.4 A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.5 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by Sweat Spot.

16.6 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, Singapore Law. Each party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

17. Sweat Spot reserves the right to modify the Terms, including, but not limited to updating, adding to, enhancing, modifying, removing, or altering any content or features, at any time, in its sole discretion. You will be notified by, at a minimum, posting the updated Terms (as indicated by a revised "Last Updated" date at the top of this page) on the website and/or through the Services. Modifications will be effective on the date that they are posted to Sweat Spot Site. By using the Equipment after updated Terms were posted, you are agreeing to be bound by the updated Terms. Should you not agree on the updated Terms, then you may not use the Equipment any longer. The Equipment provided may change or be discontinued for all or any part, at any time and without notice, at the sole discretion of Sweat Spot.

Safety Warnings to be used in general

You should consult your physician or general practitioner before beginning a new fitness program. You should not rely on this information as a substitute for, nor does it replace, professional medical advice, diagnosis, or treatment. If you have any concerns or questions about your health, you should always consult with a physician, general practitioner, or other health-care professional. Do not disregard, avoid or delay obtaining medical or health related advice from your healthcare professional. The use of the equipment provided is solely at your own risk.

Nothing stated or posted on the Sweat Spot's social media or available through any services is intended to be, and must not be taken to be, the practice of medical or counseling care. For purposes of these

terms, the practice of medicine and counselling includes, without limitation, psychiatry, psychology, psychotherapy, or providing health care treatment, instructions, diagnosis, prognosis, or advice. The services are continually under development and, to the full extent permitted by law, Sweat Spot makes no warranty of any kind, implied or express, as to its accuracy, completeness or appropriateness for any purpose. In that regard, developments in medical research may impact the health, fitness and nutritional advice that appears here. No assurance can be given that the advice contained in the services will always include the most recent findings or developments with respect to the particular material.

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(i) no physician or general practitioner has ever informed you that you have a heart condition or that you should only do physical activities recommended by a physician or general practitioner;

(ii) you have never felt chest pain when engaging in physical activity;

(iii) you have not experienced chest pain when not engaged in physical activity at any time;

(iv) you have never lost your balance because of dizziness and you have never lost consciousness;

(v) you do not have a bone or joint problem that could be made worse by a change in your physical activity;

(vi) your physician or general practitioner is not currently prescribing drugs for your blood pressure or heart condition;

(vii) you do not have a history of high blood pressure, and no one in your immediate family has a history of high blood pressure or heart problems; and

(viii) you do not know of any other reason you should not exercise;

or (B) your physician or general practitioner has been specifically consulted by you and approved of your use of the Services.

If applicable, you further affirm that

(a) you are not pregnant, breastfeeding or lactating; unless

(b) your physician or general practitioner has been specifically consulted and approved your use of the Services.

Sweat Spot reserves the right to refuse or cancel your membership if we determine that you have certain medical conditions or that the representations set forth above are untrue in any respect.