

I, hereby acknowledge that in consideration of being allowed to participate in any way with B Project Academy Holding Sdn. Bhd. program, related events and activities, and use of equipment, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in our classes, training, events & programs are significant, including the potential for permanent paralysis and death.

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASES or others, and assume full responsibility for my participation.

3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS B PROJECT ACADEMY HOLDING. its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASES), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASES OR OTHERWISE, to the fullest extent permitted by law.

MEMBERSHIP TERMS

a) Membership is personal to the member and is non shareable (Except for Sharing Package), and non-refundable. A member may not loan his/her membership card to be used by a third party. The Company may assign the benefit of these agreements to any person, firm or company at any time without notice to the member.

b) All new memberships and membership transfers are subject to the approval of the Management. The Management reserves the right to reject an application for membership to the Studio/Gym for any reason whatsoever.

c) All signed package will reflect to the current package pricelist.

BOOKINGS & CANCELLATIONS

a) Any class Re-timing or Cancellations must be issued by member from B PROJECT ACADEMY HOLDING website or informed to the management prior 4 hours before the class start

b) By agreeing to this form, You understand, acknowledge and consent to the Company to forfeit any booking without any cancellation notice issued from your part & your guests.

c) Cancellations less than 4 Hours notice are subject to the approval of B PROJECT ACADEMY HOLDING management

d) Company will not issue any compensation or refunds for any booking cancellation that are made once the class time has started or hours or days after the class has proceed

e) For cancellation due to medical incapacity you will only be permitted to cancel your booking if you produce supporting documentation to our satisfaction (in case of medical reasons, by a qualified medical practitioner certifying that you are incapacitated from undertaking any exercise regime OR subject to B PROJECT ACADEMY HOLDING management discretion

MEMBERSHIP AGREEMENT / CONTRACT FORM

B PROJECT ACADEMY HOLDING Membership & Package Agreement/Contract is available in digital contract.

a) A digitally/electronically agreed contract is legally recognized and shall not be denied of its legal effect, validity, or enforceability.

b) You will be given a copy of digital signed contract upon request. Alternatively, you may request to have a printed copy from the Studio/Gym upon joining.

PHYSICAL CONDITION OF MEMBER

a) Our staff, agents and subcontractors are not medically qualified, , I hereby agree and aware that it is my responsibility to notify B PROJECT ACADEMY HOLDING ownership or employees if I suffer from any medical or health. For safety reasons, you are responsible for correctly using all studio facilities. If you are not sure how to use any equipment or workout movements, always ask a member of instructors or staff.

b) The member warrants and represents that he/she is in good physical condition and that he/she knows of no medical or any other reason why he/she is not capable of engaging in active or passive exercise and that such exercise would not be detrimental to his/her health, safety, comfort or physical condition.

c) The member shall not use any studio facilities whilst suffering from any infections or contagious illness, disease or other ailment such as open cuts, abrasions, open sores or minor infection, where there is risk that such use may be detrimental to the health, safety, comfort or physical condition of other members.

d) Members and their guests exercise and use the facilities at their own risk and are advised to consult their physician prior to commencing any type of physical exercise.

HEALTH AND SAFETY

a) Our Instructors & staffs are authorized to stop anyone from exercising if he/she is considered exercising in a manner that may result in personal injury or/and injury to others. Users must abide by the instructions of the B PROJECT ACADEMY HOLDING Instructors, Coaches or staffs.

b) Members or guests may not use the facilities of the Studio/gym while under the influence of alcohol, or other mood altering substances.

DRESS CODE

All members and guests are required to wear proper workout attire when exercising and participating in any fitness activities in our studio.

PERSONAL BELONGING

a) The Management accepts no responsibility for loss or damage to member's contents & personal belongings kept in our public area for any reason whatsoever.

PROVISION OF PERSONAL DATA

a) The Company recognizes the importance of the personal data you have entrusted to us and believe that it is our responsibility to properly manage, protect and process your personal data.

b) You understand, acknowledge and consent to the Company processing, collecting and using your personal data for the following purposes:

i) Processing, administering and managing your B PROJECT ACADEMY HOLDING Contract and any membership & studio/gym programs;

ii) Processing any transactions or payments made by you and to maintain payment records;

iii) Contacting you or communicating with you via telephone call, text message, fax message, email and/or postal mail for the purposes of processing, administering and managing your B PROJECT ACADEMY HOLDING Contract and any membership & studio programs;

iv) For publicity purposes and conducting research, analysis and development activities (including but not limited to data analytics, surveys and/or profiling) to improve our services and facilities in order to enhance the services we provide to you, where you have consented for the Company to do so;

v) Record-keeping purposes;

vi) Responding to legal process, pursuing legal rights and remedies, defending litigation and managing any complaints or claims;

vii) Complying with any applicable law, regulation, legal process or government request;

viii) Storing, hosting and/or backing up (whether for disaster recovery or otherwise) your personal data, whether within or outside Malaysia.

c) Your personal data may be used, disclosed, maintained, accessed, processed and/or transferred to the following third parties, whether in Malaysia or outside of Malaysia, for one or more of the purposes set out above:

i) The Company's head office, affiliates and subsidiaries;

ii) Any of the Company's agents, contractors or third party service providers that process or will be processing your personal data on our behalf including but not limited to those third party service providers which have been engaged by the Company to : (i) to provide and maintain any IT equipment used to store and access your personal information; (ii) to operate the; or (iii) otherwise in connection with the provision of B PROJECT ACADEMY HOLDING services to you;

iii) The Company's auditors and legal advisors;

iv) Financial institutions, credit card companies and payment processors;

v) Public and governmental / regulatory authorities, courts and other alternative dispute forums.

BRANDING, MEDIA & OTHERS

a) Soliciting and selling personal fitness programs or merchandises to any member are prohibited and shall result in immediate termination of the member concerned.

b) The Management reserves the right to use any individual or group photographs of members and/or guests for press or promotional purposes.

c) All members must abide by the rules of the Studio which may be amended, varied, deleted and added from time to time at Management's discretion.

d) Failure by the Management to enforce any of their respective rights at any time for any period shall not be construed as a waiver of such rights.

e) These Rules shall be governed and construed in accordance with the laws of Malaysia and subject to the jurisdiction of Malaysia.

f) Any guests or members are not allowed to photograph or copy any studio interior designs, promotional materials, tag lines or theme. B PROJECT ACADEMY HOLDING reserves the right to proceed with legal action to any member caught distributing, sharing or supplying such contents to any third party vendor or competitor.

LIMITATION OF LIABILITY

In consideration for the Management accepting his/her application for membership of the Studio/gym and for him/her becoming and remaining a member of the Studio/gym, the member agrees that:

a) B PROJECT ACADEMY HOLDING accepts no responsibility for loss or damage to members' or their guests' properties or for death or injuries sustained while on the premises. Members and their guests agree that no claims will be made against the Company, B PROJECT ACADEMY HOLDING, the Management or staff for any reason whatsoever.

b) B PROJECT ACADEMY HOLDING, its associated companies, employees or agents shall not be held responsible for any claims, demands, injuries, damages or actions for negligence arising on account of death or due to injury, loss, damage or theft to a member's person or property arising out of or in connection with the use by a member of any of the services, facilities on the premises of B PROJECT ACADEMY HOLDING. The member hereby holds the Company, B PROJECT ACADEMY HOLDING, its associated companies, employees and agents harmless from all claims which may be brought against them by or on a member's behalf for any such injuries or claims aforesaid.

c) Any guest of a member or a temporary visitor to the Studio shall agree to abide with the Studio rules and the same limitation of liabilities for a member shall apply.

MEDIA STATEMENT

By signing below, I hereby grant and convey to B PROJECT ACADEMY HOLDING all right, title and interest in and to record my name, image, voice, or statements including any and all photographic images and video or audio recordings made by B PROJECT ACADEMY HOLDING