

P.O. Box 2942 00606, Nairobi, Kenya
Ground Floor, Delta Chambers, Waiyaki Way

Our terms

1. These terms

1.1 **What these terms cover.** These are the terms and conditions on which we provide services to you.

1.2 **Why you should read them.** Please read these terms carefully before you apply to join us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

2. Information about us and how to contact us

2.1 **Who we are.** We are Afrofit Fitness Management Limited, a limited liability company registered under the laws of Kenya. Our company registration number is PVT-AJUXYAL8 and our registered office is Ground Floor, Delta Chambers, Waiyaki Way. Our postal address is 2942 00606.

2.2 **How to contact us.** You can contact us by telephoning our front office team at +254 792888000 or by writing to us at info@afrofit.life.

2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us.

2.4 **Writing includes emails.** When we use the words **writing** or **written** in these terms, this includes emails.

3. For ease of reading and interpreting this contract, please note

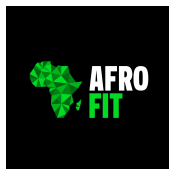
3.1 References to **AFROFIT, we, us** and **our** are references to Afrofit Fitness Management Limited.

3.2 Reference to **you, your** and **yours**, and after acceptance, the **member**, are references to the individual completing the membership application form.

3.3 **Gym** means the physical space known as AFROFIT located on Delta Chambers, Waiyaki Way, Nairobi, Kenya comprising of fitness and studio spaces, changing rooms and management offices or such other place that we may operate a gym and you choose to apply to join.

3.4 **Parties** means you and us and party means either us or you, as the context indicates.

3.5 **Agreement** means this agreement which contains the terms and conditions that govern our relationship and incorporates any other terms drawn to your attention in this Agreement.



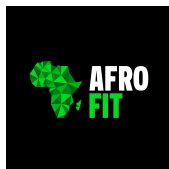
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- 3.6 **Membership Plan** means the plan you have selected from the options provided encompassing the duration and conditions preset in the plan with the accompanying Membership Fee;
- 3.7 **Fixed Term** means the minimum agreement period as stipulated in this Agreement, which is calculated from the date when your membership starts;
- 3.8 **Membership Fee** or **Recurring Membership Fee** means the daily, monthly, quarterly or annual Membership Fee payable by you to us in accordance with this Agreement, corresponding to the purchased membership option and determined by the membership type and membership term at the point of joining;
- 3.9 Any reference in this Agreement to the singular includes the plural and vice versa. Any reference in this Agreement to natural persons includes legal persons and references to any gender include references to the other genders and vice versa:
- 3.10 The paragraph headings and topical sentences appearing in bold just before clauses and or paragraphs in this Agreement have been inserted for convenience only and will not be taken into consideration in the interpretation of this Agreement; and
- 3.11 The rule of construction that if there is ambiguity the contract shall be interpreted against the party responsible for its drafting will not apply to the interpretation of this Agreement.
- 4. Our Agreement with you**
- 4.1 How we will accept your application.** This Agreement starts once you indicate your acceptance of our Terms and Conditions in the declaration section of the web sign up process and clicked the “JOIN NOW” button or when you complete this Agreement in physical form. At that point a contract will come into existence between you and us. This Agreement will then become binding on you and us and you will be entitled to all the rights and privileges exercisable for the type of membership chosen.
- 4.2 Can we reject your application?** Yes. All membership applications are subject to our approval. We reserve the right to reject an application for membership to the Gym for any reason whatsoever, in our absolute discretion.
- 4.3 When does your membership start?** Your membership starts immediately upon entering into this Agreement and our receipt of payment for the Membership Plan chosen (or when the Gym opens in the case of a pre-sale membership).
- 4.4 You cannot transfer the Agreement to anyone else.** You may only transfer your rights or your obligations under these terms to another person with our written consent. We may withhold our consent for whatever reason, in our absolute discretion.



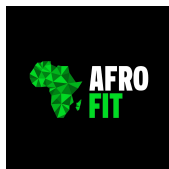
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- 1.1 **Nobody else has any rights under this Agreement.** This Agreement is between you and us. No other person shall have any rights to enforce any of its terms.
- 1.2 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 1.3 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to offer you Gym access, we can still require you to make the payment(s) at a later date.
- 1.4 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by Kenyan law and you can bring legal proceedings in respect of the services in Kenyan Courts of competent jurisdiction.
- 1.5 **Our country of domicile.** Kenya is our country of domicile. We control this site from Kenya. We make no representation that this site is appropriate for use in other locations. If you use this site from other locations, you are responsible for ensuring compliance with local laws. You may not use, export or re-export any materials from this site in violation of any applicable laws or regulations, including, but not limited to any Kenyan laws and regulations.
2. **How long is this agreement for and can it be terminated.**
 - 2.1 Your membership in terms of this agreement will start on the date you accept this agreement and we receive your payment and will continue for the Fixed Term (minimum duration) as provided in this agreement and **will automatically renew after the expiry of the Fixed Term** unless you terminate this Agreement with written notice to AFROFIT or via the termination selection on the website or the membership application. We will inform you of the automatic renewal within thirty (30) days of your Fixed Term ending.
 - 2.2 **You can terminate this Agreement:** On one (1) calendar month written notice to us or via the termination selection on the website before the expiry of the Fixed Term.
 - 2.3 **You must pay us in case of an early termination:** In the event of early termination during the Fixed Term, with one (1) calendar month formal notice to us in which case you accept to pay a cancellation fee equal to one (1) month's Membership Fee.



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- 2.4 Should you terminate this Agreement prior to the expiry of the Fixed Term (or any renewal period) for any reason other than provided for in this Agreement you will be responsible for all amounts owed to us up until the date of termination and we will be entitled to levy the cancellation fee of one (1) month's Membership Fee.
- 2.5 We may, during the Fixed Term, terminate this Agreement seven (7) days after giving you written notice to remedy a material breach and you failing to remedy such breach within that period.
- 2.6 We reserve the right to terminate this Agreement on the expiry of the Fixed Term, on notice to you.
- 3. Our fees and charges**
- 3.1 Where to find the price for our services.** The price of the services (which includes VAT) will be the price set out in our price list in force at the date of your joining unless we have agreed another price in writing. We take all reasonable care to ensure that the prices of services advised to you are correct.
- 3.2 We will pass on changes in the rate of VAT.** All published membership or other fees and other charges are inclusive of any taxes such as VAT at the current rates applicable at the point of your joining. If the rate of VAT changes or additional taxes are imposed, we will adjust our prices accordingly, the adjustment may lead to an increase in your Membership Fee.
- 3.3 When you must pay.** The Membership Fee is due in advance and in full, at the commencement of each stipulated term based on the Membership Plan. You will only be allowed access to the Gym and other facilities associated with the Membership Plan if your advance payment has been received by AFROFIT.
- 3.4 You may lose a discounted Membership Plan if you do not pay.** If you fail to settle the Recurring Membership Fee in advance you may lose any discounted Membership Plan, in which case you will have to rejoin by purchasing a new membership which may have higher pricing.
- 3.5 We can suspend or terminate your membership for non-payment.** If, despite us having notified you of a missed payment, further payments are missed, we reserve the right to, at our sole election, either suspend or terminate your membership. If you are ever over thirty (30) days in arrears on a missed monthly payment, then we reserve the right to bill you immediately after the thirty (30) day grace period for the remaining Agreement value without any prior notification.
- 3.6 You must pay what you promised to.** You must make the minimum number of Recurring Membership Payments stated in your choice of membership. You must make every Recurring Payment even if you do not attend the Gym, except where the cancellation terms are met.



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3.7 **You can stop automatic renewal.** If you have fulfilled your commitment to the membership you have joined, you may prevent the automatic renewal at any time by visiting the AFROFIT website and submitting an online cancellation form.

4. **Document and Information handling**

4.1 You agree to advise us immediately of any change to your member details provided.

4.2 You agree to retain a copy of all transaction records and you are responsible for maintaining the confidentiality of your account.

4.3 All credit/debit card details and personally identifiable information will NOT be stored, sold, shared, rented or leased to any third parties.

4.4 AFROFIT will not pass any debit/credit card details to third parties.

4.5 **Despite our best efforts, we cannot guarantee the security of information that is disclosed online.** AFROFIT takes appropriate steps to ensure data privacy and security including through various hardware and software methodologies. However, AFROFIT cannot guarantee the security of any information that is disclosed online.

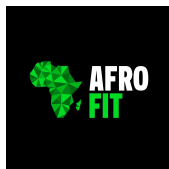
4.6 **We are not responsible for the privacy policies of third parties.** AFROFIT is not responsible for the privacy policies of websites to which it links. If you provide any information to such third parties different rules regarding the collection and use of your personal information may apply. You should contact these entities directly if you have any questions about their use of the information that they collect.

4.7 **Website policies, terms and conditions may change from time to time.** The Website Policies and Terms & Conditions may be changed or updated occasionally to meet the relevant requirements and standards. We encourage you to frequently visit these sections to be updated about the changes (if any) on the website. Modifications will be effective on the day they are posted.

5. **Our right to make changes to Membership Fees and other payment terms**

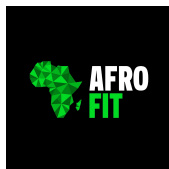
5.1 **We may increase the Membership Fee.** After the Fixed Term, we may increase your Membership Fees from time to time upon us giving you one (1) calendar month written notice to the email address we have on record for you. If you do not wish to accept the increase, you may cancel your membership by giving us one (1) calendar month's written notice.

5.2 **The Membership Fee is to be paid in full.** You are not entitled to defer, withhold or adjust any payment due or payable to us under this Agreement unless we have consented to in writing.



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- 5.3 **We may refuse to let you to the Gym if you do not pay.** If payment of any amount due in terms of this Agreement is not made in full within the stipulated period, then we reserve the right to refuse you access to, use and enjoyment of the Gym until payment is received in full and this right to refuse access use and enjoyment of the Gym will not be a valid reason in itself for withholding payment due.
- 5.4 Although your membership may be paid by a different person to yourself, you will remain liable for all fees payable.
- 5.5 If your bank and/or contact details change you must notify AFROFIT within seven (7) calendar days by completing Membership Change of Details form that you can get at reception of your club.
- 6. How you can make payment**
- 6.1 **No cash.** You can pay your Membership Fee by Cheque/Credit Card/M Pesa upfront. You will need to select one (1) of these payment options when entering into this Agreement: you can opt to pay the full fees due for the Fixed Term of this membership upon signing this Agreement. When renewing the membership, you will do so at the prevailing current rates upon renewal. We shall not entertain any claim for membership based on cash payments as we operate a strictly no cash business.
- 6.2 **Direct Debit Authorisation.** If you accept and sign our direct debit authorisation form, we will proceed as instructed to deduct the funds from your account for the duration of this Agreement until or unless we receive a cancellation notice. If for any reason your bank account details changes, it is your responsibility to inform us of the new bank account details. In case of defaulting payments, the provision of non-payment contained in this Agreement will apply.
- 6.3 **We accept mobile money.** We accept payment by mobile money M-Pesa / Airtel, Visa or Mastercard debit and credit cards in KES (Kenyan Shilling) for our memberships and other products and services. All online purchases are also governed by the terms and conditions of respective merchant service providers. Please review respective merchant service provider's user agreement and privacy policy before entering any transaction.
- 6.4 **We charge and pay VAT.** Unless otherwise expressly provided, all amounts stated in this Agreement are expressed inclusive of VAT and any VAT arising in respect of any amounts payable by you under this Agreement must be paid to us by you.
- 6.5 **We are paid in Kenya Shillings.** All payments due by you to us in terms of this Agreement must be made in the currency of the Republic of Kenya in the methods prescribed in this Agreement.
- 6.6 **You will receive payment confirmation.** Payment confirmation via text/email to the email address/number you provide at the point of registration will be issued within forty-eight hours (48) hours



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of successful processing of your payment. Please, however note that there may be system delays which we have no control over.

7. How you can cancel and get your refund

7.1 **We will be sad to lose you but you can cancel us.** You have either seven (7) calendar days to cancel your membership after joining, if you do not attend the Gym (or seven (7) calendar days from when the Gym opens if you joined during a pre-opening sales phase) or 24 hours post your first visit to cancel this agreement for any reason. **No delays or late cancellations will be accepted, and you will be fully responsible to continue the payments for your Membership Plan after that.** All cancellation notices must be in writing and addressed to AFROFIT.

7.2 **We will reimburse your Membership Fee.** If you exercise this right to cancel, we will reimburse you all Membership Fee payments received from you.

7.3 **We will only charge you for what you have spent.** If you have used the Gym before requesting to cancel, then we will reduce your Membership Fee refund by a pro rata amount equal to the number of days from joining to the date cancellation was requested in accordance with the policies stipulated in this agreement;

7.4 Refunds will be made onto the original mode of payment and will be processed within thirty (30) days.

8. Our take on freezing of membership

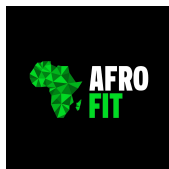
8.1 **Only annual members can freeze.** For Annual Membership plans only, you may freeze your membership for a maximum of one (1) month in a twelve (12) month cycle for medical and or annual leave reasons only, provided you are not in arrears. The duration of the fixed term of your Membership plan will be extended by the chosen freeze period and maximum one (1) month freeze period. You can only exercise the freezing option once during your Annual Membership plan.

8.2 Your membership will be frozen immediately upon receiving notice via the website portal or freeze form, and will recommence immediately after the agreed freeze period. In the event you have a Recurring Monthly Payment, the payment will be due once the agreed freeze period has ended. During the period that you have frozen your account you will have no access to the Gym.

8.3 **No fee freeze.** There is no fee for freezing your membership.

9. Your health and physical condition

9.1 **You warrant that you are fit to train at the Gym.** By accepting these Terms & Conditions you warrant and represent that you are in good health and are not knowingly incapable of engaging in either



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active or passive exercise. You further warrant that such exercise would not be detrimental to your health, safety, comfort, well-being or physical condition.

9.2 **Stay at home if you are not well.** Please do not use any of our 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 a risk that such use may be detrimental to the health, safety, comfort or physical condition of other members.

9.3 **Please complete the Health Declaration form.** Before using the Gym, you must read and confirm the agreement of our Member Health Declaration Form by clicking the "Join Now" button.

10. Health and safety matters

10.1 You are required to accept our Health Declaration Form at the point of registration and before commencing any exercise within the Gym.

10.2 **Be considerate.** You should be considerate of other members by using your own workout towel when using any of the exercise stations.

10.3 If you are unsure about any equipment, please consult a member of staff before using it.

10.4 **We may request you to stop exercising if you may cause injury to self and others.** Fitness instructors and AFROFIT members of staff are authorised to stop anyone from exercising if in their opinion the member/guest is exercising in a manner that may result in personal injury and/or injury to others. You must abide by the guidance of the Fitness instructors and the AFROFIT team.

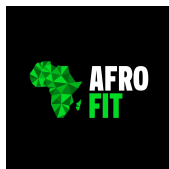
10.5 **Your use of our facilities is at your own risk.** We have taken every precaution to maintain safety standards but all equipment and facilities are used entirely at your own risk. Please immediately report any malfunction of equipment to a member of staff as soon as you notice it.

10.6 We reserve the right to close any part of the building or withdraw equipment for conducting essential repairs or maintenance. Prior notice will be given where possible to avoid inconvenience.

10.7 **No eating in the Gym area.** For safety and hygiene purposes, no eating is allowed in any areas of the work out facility except for the cafeteria.

10.8 **You must be sober.** Members may not use the facilities whilst under the influence of alcohol, narcotics or other mood-altering substances.

10.9 **No smoking.** AFROFIT operates a strict no smoking policy.



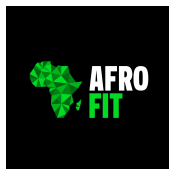
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11. Our Locker Policy

- 11.1 **The locker is only yours to use when you are in the premises.** Lockers are available for use only when you are in the Gym. Use of a locker whilst not in the Gym is prohibited. If you leave your belongings overnight in a locker, we reserve the right to open the locker (by force if necessary) and remove your belongings which will be dealt with in accordance with clause 14.4.
- 11.2 **You are responsible for the safety of your belongings.** We provide lockers in the changing rooms, subject to availability, which can be locked provided you bring an appropriately sized, high-quality padlock. You are solely responsible for the safe keeping of your belongings and AFROFIT will not accept any responsibility for any loss or theft of money or loss or damage to personal property belonging to members and their guests, whether locked in a locker or otherwise.
- 11.3 **Please do not keep food in the lockers.** Lockers may only be used for the purposes of keeping gym kit, toiletries, personal belongings and clothing. The keeping of any food items in the lockers is prohibited. If we have reasonable grounds to suspect that a locker is being used in breach of this provision, we reserve the right to open the locker in question (by force if necessary) and remove any offending items.
- 11.4 **Please collect any removed belongings within 14 days.** Your belongings so removed will be available for collection from our reception for a period of fourteen (14) days. If you do not collect your belongings within fourteen (14) days, your belongings may be donated to charity, sold or destroyed at our sole discretion. No claims shall be entertained for belongings that you fail to collect within the stipulated period.

12. Behaviour and respect

- 12.1 **Respect is important.** You must treat Gym facilities and other members with respect, failure to comply shall constitute a serious breach of the terms of membership and could result in the loss of membership.
- 12.2 **If you behave inappropriately, we may prevent your access.** We reserve the right to prevent access to, or use of, the facilities by anyone deemed to be acting inappropriately or behaving in an unacceptable manner, as determined by AFROFIT, whether or not a complaint has been made.
- 12.3 **Please wipe down and return Gym equipment after use.** As a courtesy to other members, Gym equipment should be wiped down by members after use, and all equipment returned to its correct position.
- 12.4 **We may cancel your membership if you behave in an offensive manner.** We may evict you from the Gym and cancel your membership without issuing you any refund if you behave in a rude, aggressive or offensive manner.



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12.5 **No insults or bullying on our social media platforms.** AFROFIT social media platforms are intended as a means of creating community, facilitating communications, and providing a forum for the expression of feedback. Inflammatory posts, including any content which is judged by our management at its absolute discretion inappropriate, may be subject to remedial action, including removal of the offending posts, blocking access, and termination of membership without refund.

12.6 **Good hygiene.** Good personal hygiene is mandatory, and if you do observe good personal hygiene we will ask you to remedy the offending problem or leave the Gym.

13. Gym Facilities

13.1 We accept no responsibility for theft or damage to personal belongings kept in the lockers or within the gym premises for any reason whatsoever.

13.2 **Do not take videos or pictures in the changing rooms.** The use of mobile phones with camera features and/or and other types of visual records in changing rooms are strictly prohibited.

13.3 **Mind other members when taking photos or videos.** Ensure that you do not offend any other person when taking photos and or videos within the Gym. It is your responsibility to seek consent of other members, who may appear in personal pictures or video incidentally.

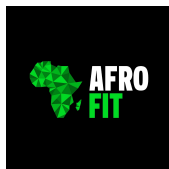
13.4 Members and guests are not allowed to bring their own food into any area of the Gym or Cafeteria.

13.5 **Our hours of operation.** The normal hours of operation are as indicated from time to time at the Gym's website, entrance and notice board. We reserve the right to adjust the hours for the purpose of cleaning, decorating, repairs and special private functions and holidays.

13.6

13.7 We reserve the right to:

- a) to carry out any necessary repairs, replacements, maintenance, alterations or additions or other works without discount or reduction of your fees and charges or other compensation to you for the effects of the interruption or suspension of use or enjoyment of the club;
- b) vary, alter or change the operating hours of any of the clubs from time to time; and
- c) vary, alter or change the equipment, facilities and/or classes that may be available at the Gym either by withdrawing them or by the additions of further equipment, facilities and/or classes.



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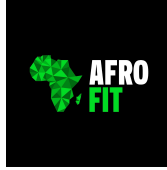
- 13.8 **Your use the Gym equipment is at your own risk.** You agree that use of the equipment, sporting and other facilities of the Gym are strictly at your sole risk. You agree to use the equipment with all reasonable skill and care and in accordance with the manufactures' suggested or stipulated specifications as laid down in any documentation or manual and you undertake to pay AFROFIT for all and any damage to the equipment caused by you or persons using the equipment with your authorisation.
- 13.9 If you have any doubt regarding the proper way to use our devices and/or equipment, you agree to consult with one (1) of the Gym's representatives.
- 13.10 Access to the Gym will be subject to your compliance with the terms and conditions of this Agreement. We reserve the right to exclude you from the gym in the event of an actual or threatened breach of the terms and conditions of this agreement.

14. Access

- 14.1 Members will be required to download the AFROFIT membership app from the relevant app store (the **AFROFIT App**). The AFROFIT App will provide members with a personal QR code which is to be scanned to access the Gym.
- 14.2 Any member wishing to access the Gym without the personal QR code will only be admitted at our absolute discretion and subject to photographic proof of identity such as a valid driving licence, passport or national identity card.
- 14.3 Members will be required to have or upload a passport photograph upon enrolling in the Gym. The passport photograph is pre-requisite to access of the Gym.

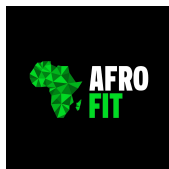
15. How we use your personal information

- 15.1 **We may collect certain personal information from you.** In the course of completing your membership and or creating the Membership Recurring Payment, we may collect certain personal information about you including personal details and information about your health and person. We will use this information for purposes that include managing your membership and communicating with you. You have the duty to keep your personal information up to date and to inform us of any material changes.
- 15.2 **We limit the processing of your personal information.** We will limit access to the processing of and use of your personal information to our employees and management who may, from time to time, require its use for internal marketing or other services. In addition, from time to time, we may need to make your personal information available to third parties such as legal authorities, our group companies and professional advisors.



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- 15.3 **We may pass on your personal information to our business partners and third parties.** We may also provide your contact information to our business partners and third parties who may contact you about their products and services. Please inform us during the signup process if you do not wish to receive such information. If you do not notify us as such, you hereby hold us harmless for such processing of your contact information.
- 15.4 **Please let us know if you have any questions.** Please contact us if you have any questions or concerns about how we will use and store your personal information or if you wish to exercise your right to access, modify, object to the use of or request the deletion of your personal information.
- 15.5 We reserve the right to take photographs and videos of our facilities (which may include you, provided your inclusion is incidental) for press and promotional purposes. We may also from time to time show potential members or others around the Gym and even allow them to use our facilities on a trial basis.
- 15.6 **We will do our best to keep you updated.** We will endeavour to use whatever method of communication that we deem appropriate to notify you of the Gym rules and information in order to best serve your experience and assume that the information provided by you is correct and an acceptable method to provide you with this information.;
- 15.7 **You hereby consent to our collection and use of your personal information.** As a member of AFROFIT you expressly acknowledge that you have read and understand the provisions of this entire paragraph 18 and that you expressly and unequivocally agree that the we may collect, use, process and disclose your personal information as described.
- 15.8 **Please read our privacy policy.** Our Privacy Policy (incorporated herein by reference into the Agreement and can be found at the AFROFIT website address explains the way in which we collect, use and store your personal information. If we want to share your information with anyone else for any other reason, we will do so only with your permission. We will use your email address to send a confirmation of your membership and to keep you up to date with news offers and promotions. You can opt out of these communications at any time by updating your preferences via the members' portal.
- 16. Warranties and liabilities**
- 16.1 **You are physically and mentally fit to work out.** You warrant and represent to us that you are physically and medically fit to proceed with the normal routine of exercise and you will defend at your expense, indemnify and hold us harmless against any damages, theft, loss, injury, up to and including death or expenses against us resulting from breach of this paragraph.
- 16.2 You acknowledge that our staff members have no medical training.



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- 16.3 **Please obtain medical clearance.** Before exercising in any exercise program, we recommend that you consult with a physician and only upon obtaining medical clearance should you participate in an exercise routine. We will not be liable for any injury or death occurring, directly or indirectly, from any training. We caution you that improper use of the equipment, sporting and other facilities of the Gym can result in serious harm and injury (including death). Please ensure that you are well informed by a training specialist before participating in supervised or unsupervised training. Due to the high risk of injury, use of a spotter when using free weights is recommended. Should we have a reason to doubt your health/fitness, we may ask for a complete medical report certified by your physician/doctor.
- 16.4 You may not use any of the Gym facilities if you suffer from infection, infectious disease or other ailments that can affect other people using the Gym facilities.
- 16.5 **We may refuse you entry to the Gym.** In the event that we have any doubt as to any of the items referred to in this Agreement, we may refuse your entry to the Gym and its facilities. If this happens you shall subsequently only be permitted entry to the Gym upon presentation of an appropriate medical certificate certifying your ability to do physical exercise and the absence of any infection, infectious disease or other ailments that can affect other people using the Gym facilities.
- 16.6 We do not make any representations nor, unless expressly given in writing, give you any warranty or guarantee of any nature whatsoever, whether express or implied, in respect of access to and use and enjoyment of the Gym, the equipment, sporting and other facilities of the Gym, including but not limited to implied warranties of merchantability and fitness or suitability for any intended purpose.
- 17. Force Majeure**
- 17.1 **We will not be in breach in case of a force majeure event.** We shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond our reasonable control but not limited to Act of God, civil commotion, Government order, epidemic, pandemic, outbreak of infectious disease and any other public health or other crisis.
- 17.2 **Notify us.** You must give us written notice of the happening of a force majeure event within seven (7) days of it happening for us to determine next steps.
- 17.3 **This Agreement may be deemed frustrated.** If a force majeure event exceeds six (6) months then we may at our sole discretion deem this Agreement frustrated. In which case neither party shall have any claim against the other.
- 18. Additional Terms**
- 18.1 By entering into this Agreement, you agree to comply at all times with the rules, policies and procedures as established by us regarding access, use and enjoyment of the Gym and which are considered to form



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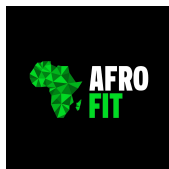
part of the terms and conditions of this Agreement which is applicable to all members and visitors. We reserve the right to amend or add any of such rules, regulations and procedures at any time at our discretion. The Gym rules are clearly displayed in the Gym, which you must also comply with, those rules Agreement.

- 18.2 AFROFIT may terminate this Agreement with immediate effect on notice to you if you are in breach of the Gym rules or these terms and conditions.
- 18.3 Soliciting and selling private personal training sessions or merchandise of any type to any member is prohibited and may result in immediate termination of your membership and legal action. Only AFROFIT approved personnel are entitled to conduct personal Training sessions with AFROFIT members. You can identify AFROFIT approved personnel on their uniform or inquire with management about team members available.
- 18.4 AFROFIT reserves the right to use any individual or group photographs of members and or guests for press or promotional purposes.
- 18.5 The AFROFIT website may automatically produce search results that reference and/or link to third party sites throughout the World Wide Web. We have no control over these sites or the content within them AFROFIT does not guarantee, represent or warrant that the content contained in the sites is accurate, legal and/or inoffensive. AFROFIT does not endorse the content of any third-party site, nor does it make any representation or warranty about these sites, including that they will not contain viruses or otherwise impact your computer. By using the AFROFIT site to search for or link to another site, you agree and understand that you may not make any claim against AFROFIT for any damages or losses, whatsoever, resulting from your use of the AFROFIT Site to obtain search results or to link to another site.
- 18.6 This Agreement comprises the whole agreement between parties and replaces all prior verbal or written agreements or understandings or representations by or between the parties regarding the subject matter.
- 18.7 This Agreement and the parties will not be entitled to rely, in any dispute regarding this Agreement, on any terms, conditions or representations not expressly contained in this agreement.
- 18.8 No cancellation of this Agreement and no settlement of disputes arising under this agreement and no extension of time, waiver or relaxation or suspension of any of the provisions of this agreement will be binding unless recorded in writing and signed by the parties. Any such extension, waiver, relaxation or suspension, which is so given, shall be strictly construed as relating only to the matter in respect of which it was made or given.
- 18.9 We will not be liable to you or any third party including any guests you bring into our facilities, for any loss or damage which you or such third party/ guest may suffer or incur as a consequence of utilizing the equipment, sporting and other facilities of the Gym, irrespective of whether such loss or damage, theft,



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- injury, up to and including death is direct, special, incidental, consequential or otherwise unless such loss or damage was directly attributable to our gross negligence or fraudulent intent.
- 18.10 No party will be bound by any express or implied term, representations, warranty, promise or the like not recorded in this Agreement.
- 18.11 Any consent, approval, acceptance and/or agreement required by this Agreement in relation to us will not be binding on us unless it is authorised in writing by any of our directors.
- 18.12 We will be entitled to assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this agreement, in whole or in part, to any other party or person without your prior consent.
- 18.13 Should this Agreement also be signed in another language, the English version of this agreement will prevail in the event of any conflict.
- 18.14 We can claim and recover from you all costs and expenses incurred by us in the consequence, directly or indirectly, of any breach by you of this agreement, including costs on the scale as between attorney and own client, collection commission and any costs of tracing you.
- 18.15 Handwritten notes or deletions in any part of this Agreement shall have no legal effect whatsoever, regardless of whether the person making such handwritten notes or deletions is authorised to do so.
- 18.16 You must be aged 18 or over to be a member of the Gym and to register your membership via our website. We do not offer our services to persons under the age of 18 years.
- 18.17 Notwithstanding any other provisions of this agreement, our liability to you and/or any third party including any guests, for any damages or loss injury, up to and including death, or of whatsoever nature, including without limitation any damages or loss caused by the negligence (but excluding gross negligence) of us or our servants, agents and sub-contractors will in any event and under all circumstances be limited to an amount equal to the aggregate of the revenue paid by you to us in terms of this Agreement for a period of twelve (12) months preceding the date of notification of any claim.
- 18.18 The above terms and conditions intend to outline all rules, regulations and code of conduct within AFROFIT facilities.
- 18.19 All members must abide by the laws of Kenya and use common sense, while using AFROFIT facilities.



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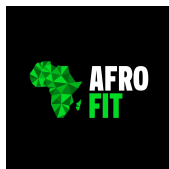
Thank you for reading and accepting our terms and conditions.

Please note that we may periodically update these terms and conditions and may ask you to sign them again electronically and we deem them acknowledged when we send them to your email.

It's your responsibility to stay up to date with the same and the latest version can always be viewed on our website or our membership app.

Thank you once again for being a member.

Team AFROFIT



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PHYSICAL ACTIVITY AND READINESS QUESTIONNAIRE

PLEASE ANSWER THE FOLLOWING QUESTIONS CAREFULLY AND HONESTLY

1. Do you have a heart condition?

Yes No

2. Are there any doctor prescribed limitations on your ability to do physical activities?

Yes No

3. Do you feel any pain in your chest when you do physical activity?

Yes No

4. In the past month, have you had any chest pain when you were not doing any physical activity?

Yes No

5. Do you lose your balance because of dizziness or do you ever lose consciousness?

Yes No

6. Do you have any bone or joint problems that could be made worse by physical activity?

Yes No

7. Are you under any medication for your blood pressure or any heart conditions?

Yes No

8. Is there any other reason why you should not do physical activity?

Yes No

9. If you have answered NO to ALL of the questions, you have reasonable assurance of your present suitability for starting a graded exercise program. We recommend that you attend an orientation session to help you get the most out of your membership. If you answered YES to one (1) or more of the questions then please refer to the Warranty and Liability section of this Agreement.