

# VIRGIN ACTIVE ONLINE WORKOUTS AND RESOURCES



## 1. HOW LONG WILL YOUR ONLINE ACCOUNT LAST?

We will maintain a log in for your use from the date you first register with us. You may cancel your log in at any time by contacting us. We reserve the right to suspend or terminate your log or subscription at any time.

## 2. YOUR USE OF OUR ONLINE SERVICES

Please use our content for personal use only. Any misuse of our content for commercial purposes will result in immediate termination of your log in subscription. Online content is for use by over 18s only who agree to these terms and conditions.

## 3. FEES

Virgin Active reserve the right to amend fees and pricing for all products at any time. We will give you 14 days' notice of any changes to our product pricing or any fees that may be applicable to our content.

## 4. RISK AND YOUR HEALTH

Please complete a health check prior to using our online content and adhere to any relevant guidance from your medical professional(s). Exercising and using our online programs may involve the risk of injury and you exercise at your own risk. Please monitor your physical condition at all times and exercise to a level that is appropriate given your knowledge of your health and any medical advice you have obtained. If any unusual symptoms occur immediately stop what you are doing and seek advice from your medical professional.

## 5. LIABILITY

In the course of exercising, if you are killed or injured, we will not be liable except to the extent caused by our gross negligence. Without limitation the above and any other terms which are implied into this Agreement; or by statute in relation to the supply of services which cannot be excluded or limited, we will ensure that the services that we provide to you are provided with due care and skill, are fit for the purpose for which they are commonly bought as is reasonable to expect in the circumstances, will correspond in the nature and quality with the services demonstrated to you, and are free from any defect rendering them unfit for the purposes for which our services are commonly acquired. To the extent permitted by law, and again without limiting the above, unless we have breached these obligations we will not be liable for any death, injury, loss, liability or damage that you may incur as a result of the services provided by us to you.

## 6. YOUR PERSONAL INFORMATION

We take the privacy of our members and guests seriously and our Privacy Policy, which is available at [virginactive.com.sg](http://virginactive.com.sg), explains the ways in which we collect, use, store, protect and disclose your personal information. We collect personal information from you to provide you with our services, to administer your membership with us and for the other purposes described in our Privacy Policy. In most cases, we collect your personal information directly from you, including through the member portal at [virginactive.com.sg](http://virginactive.com.sg) and in the course of our other communications with you, which may occur through [virginactive.com.sg](http://virginactive.com.sg), when you call or contact our staff or interact with us via social media. If you do not allow us to collect your personal information, we may not be able to provide you with our services, administer your membership with us or conduct some or all of the other activities described in our Privacy Policy. With your consent, we may also collect personal information which relates to your physical health or condition, including (without limitation) when you complete our Health Check Questionnaire, so that we can assess your general health, wellbeing and your readiness for physical exercise and for the other purposes set out in our Privacy Policy. If you do not provide this information, you will not be able to use our club. In order to perform our services and for the purposes described in our Privacy Policy, we may disclose some of your personal information to our related bodies corporate and to other persons or entities as outlined in our Privacy Policy. Other than as set out in our Privacy Policy, we will not share your personal information without your consent unless we are required to do so by law. Our Privacy Policy explains how you may access and correct the personal information that we hold about you. It also sets out how you may contact us to complain about a breach of the Privacy Act, and how we will deal with such a complaint. If you have any questions or concerns about privacy or if you would like further information about our privacy practices, please contact us.

## 7. DIGITAL CONTENT

7.1 We may remove, vary, add to or change the content of the Digital Content from time to time.

7.2 The Digital Content is provided electronically and may be temporarily suspended without notice for security upgrades, maintenance, repair, systems failures, enhancements, modifications or failure of third party services (such as the internet). You release us from all claims arising from such service interruptions.

## 8. INTELLECTUAL PROPERTY OWNERSHIP "DIGITAL CONTENT"

Intellectual Property Ownership "Digital Content" means the digital, video, pre-recorded, live-stream and other audio-visual exercise presentations and resources we make available to you via our website or via your MyLocker account or other membership portal. All intellectual property rights within the Digital Content (including all text, software, graphics, sounds, music, videos, images, instructional content and any trademarks or logos) remain our property or are licensed to us. By using the Digital Content and maintaining a membership account with us, you agree: (a) you do not acquire any intellectual property rights in the Digital Content, other than a limited non-exclusive, non-transferable, non-sublicensable licence to personally use the Digital Content for your non-commercial personal use in accordance with your membership agreement; (b) not to copy, reproduce, alter, remove, broadcast, distribute, publish, damage or otherwise interfere with the Digital Content; and (c) to use the Digital content for your own personal use and not for any commercial purpose or any purpose prohibited by law.