

GETTING STARTED

This Enrolment Form together with the Membership Terms Agreement and any applicable Schedules thereto constitutes the 'Membership Agreement' between Hustle Tribe and the Member.

By electronically signing this Membership Agreement, you acknowledge and agree that you are entering into a legally binding agreement with Hustle Tribe.

Please ensure that you have read and understood the Membership Agreement carefully before signing. This Membership Agreement shall immediately come into effect once signed by all parties.

The provision of Classes and access to the Studio, subject to the Membership selected by the Member, and as set out in Schedule 1, the Website and/or the Portal.

By signing this Membership Agreement, you warrant that:

- (i) you have the full legal capacity and authority to enter into this Membership Agreement on behalf of the Member;
- (ii) you are over 17 years of age;
- (iii) you are medically sound to undertake a normal course of exercise, you use the Studio facilities at your sole risk and responsibility, and you are aware that exercise is physically demanding and participation in some activities offered by Hustle Tribe may pose a risk to your health; and
- (iv) you will carry out the transactions that this Membership Agreement contemplates.

MEMBERSHIP TERMS

In consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereby agree as follows:

1. Grant of Membership

- 1.1 - During the Commitment Term, Hustle Tribe shall:
 - (a) grant Membership to the Member; and
 - (b) provide the Services using all reasonable endeavours and in accordance with this Membership Agreement and Hustle Tribe's Policies.

2. Relationship between the parties

- 2.1 - Nothing in this Membership Agreement implies or evidences or otherwise represents:
 - (a) any partnership or joint venture between the parties; or
 - (b) the relationship between them of principal and agent.
- 2.2 - Neither party has any authority in any way or for any purpose to:
 - (a) bind the other party;
 - (b) contract in the name of the other party; or
 - (c) make any representation or commitment, or to incur any liability, on behalf of the other.

3. Commitment Term and Duration

- 3.1 - This Membership Agreement shall commence on the Start Date and continue for the Commitment Term specified in in Schedule 1, the Website and/or the Portal unless terminated in accordance with the terms of this Agreement. The parties may agree to extend the Commitment Term of this Membership Agreement in writing. For the avoidance of doubt, the Commitment Term shall either be:
 - (a) a minimum 52-week term, which requires payments to be made in accordance with the Payment Terms set out in Schedule 1; or

- (b) “no commitment”, with payments to be made in accordance with the Payment Terms set out in Schedule 1.

Automatic Renewal

- 3.2 - If the Member has selected a Founding / Foundation / 52 Week Unlimited Membership, at the completion of the 52-week term (without any further action required by either party), the Member’s Founding Membership shall be automatically renewed on a rolling weekly basis and cancellable by the Member thereafter on giving two (2) weeks written notice to Hustle Tribe by Email, unless the Member gives to Hustle Tribe notice two (2) weeks prior to the expiration of the 52-week term that the Membership Agreement is to be terminated.
- 3.3 - If the Member has selected a Weekly Membership, the Weekly Membership shall continue to be debited on a weekly basis and may be terminated by the Member at any time by providing no less than two (2) weeks’ notice to Hustle Tribe in accordance with clause 10.

4. Services

- 4.1 - During the Commitment Term, Hustle Tribe agrees to provide to the Member, and the Member hereby accepts the Services provided by Hustle Tribe in accordance with the terms of this Membership Agreement and as set out in Part 5 of the Enrolment Form, Schedule 1, the Website and/or the Portal.

5. Member Acknowledgments and Obligations

5.1 - The Member acknowledges and agrees that:

General

- (a) By entering into this Membership Agreement, the Member agrees to be abide by the Website T&Cs and Privacy Policy;
- (b) the Membership includes participation in the Classes and/or the use of the Studio (depending on Membership selected) subject to the terms of this Membership Agreement and Hustle Tribe’s Policies.
- (c) the Member is solely responsible for ensuring that the Studio and the Services meet the needs of the Member, and Hustle Tribe makes no representations or warranties that the Studio, the Classes or the Services are suitable for the purpose for which the Member intended to use it, or that any amendments Hustle Tribe makes to the Studio and/or Services from time to time will continue to suit the Member’s purposes.
- (d) the Membership provided under this Membership Agreement is personal to the Member and the Member must not assign, licence, part with, share the possession of, or otherwise deal with the Studio, or this Membership Agreement without Hustle Tribe’s express written consent.

Membership Types

- (e) by selecting a Membership in the Enrolment Form, the terms attached to that Membership, including with respect to Benefits, Payment Terms, Perks, Member Terms, Suspension & Notice Periods are outlined in Schedule 1, the Website and/or the Portal.
- (f) the Membership is non-transferable, and the Member will be subject to the expiration period for unused Classes set out in Schedule 1, the Website and/or the Portal.

Age

- (g) if the Member is under the age of seventeen (17) years, the Member is not eligible for a Membership and Hustle Tribe retains the right to refuse the Member entry to the Studio.

Access

- (h) if Hustle Tribe provides the Member with access to the Studio for any period of time prior to the Start Date (Early Access Period), the Member shall, during the Early Access Period, be bound by the terms of this Membership Agreement, regardless of whether Hustle Tribe elects to charge the Member Fees during the Early Access Period.

- (i) to gain access to the Studio and Classes, the Member must check-in using the QR Code, iPad or other device provided by Hustle Tribe upon entry.

Pre-Exercise Medical Check

- (j) upon entering this Membership Agreement, the Member agrees they are medically sound to undertake a normal course of exercise
- (k) that the Member warrants that they have made, and will continue for the duration of the Membership, make Hustle Tribe aware of any medical conditions or health problems that may be further aggravated by physical exercise and have, for any current health concern, consulted a registered medical practitioner who has granted the Member clearance to participate in physical exercise.
- (l) the Member is aware of the potential health and safety risks associated with engaging in physical exercise that is strenuous in nature, and is at all times, a willing participant.
- (m) exercising and utilising the Studio may involve risk of injury and the Member uses Hustle Tribe's facilities at their own risk.
- (n) the Member will not exercise at Hustle Tribe's Studio if the Member is suffering from an injury, illness or any other condition that could pose a health or safety risk to other Members, Hustle Tribe's Representatives or to you.
- (o) the Member must immediately alert Hustle Tribe's Representatives of any injuries the Member sustains at the Studio.
- (p) Hustle Tribe's Representatives are not medically trained and cannot, and will not, provide medical advice regarding the Member's fitness or health, and any information provided on these topics is not professional medical advice, and should only be considered as a guide based on the extent of the Member's physical exercise ability portrayed in the Studio.
- (q) Hustle Tribe retains the right to refuse the Member entry or terminate your Membership if Hustle Tribe reasonably believes that the Member's medical or physical fitness is not satisfactory and may inhibit your ability to safely engage in our activities.
- (r) the Member must, at all times, behave in a manner that does not endanger or cause discomfort to yourself or others at the Studio.
- (s) in the event of an accident, injury or illness while at the Studio whereby the Member may need to undergo medical treatment, the Member consents to receive said medical treatment where necessary.
- Use of Studio, Behaviour and Safety
- (t) the Member must use all reasonable endeavours to ensure they respect the Representatives and other Members that are utilising the Studio, the Services and the Portal.
- (u) Hustle Tribe will not under any circumstances, tolerate offensive language, threatening or illegal behaviour, abuse of Hustle Tribe's Representatives, Representatives or other Members, theft of, or damage to Hustle Tribe's Property, and Hustle Tribe reserves the right to immediately remove any offenders from the Studio and suspend or terminate their Membership and access to the Portal.
- (v) the Member shall ensure that they must comply with all occupational health and safety, COVID-19 social distancing regulations and management plans, security and other requirements of Hustle Tribe when using the Studio.

Gym Management Software

- (w) Hustle Tribe uses GloFox Gym Management Software for its online booking system and Member Portal. Use of the booking system and Member Portal are subject to the GloFox Gym Management Software's own terms and conditions and privacy policy in addition to these Membership Terms. For more information about the Gym Management Software, see the GloFox website (<https://www.glofox.com/>).
- (x) Hustle Tribe reserves the right to change the Gym Management Software at its absolute discretion.
- Portal Access
- (y) Membership entitles the Member to access and use the Portal. Portal login details are personal to each Member, and Member must take sufficient care to ensure the security of the Member's login details, not to

share the login details with anyone else, and to contact Hustle Tribe immediately if the Member believes someone else has access to or is using the Member's login details to access the Portal without the Member's consent.

Security

- (z) Hustle Tribe has equipped the Studio with surveillance equipment that has been installed in internal and external areas of the Studio to capture all movements.
- (aa) such video footage may be reviewed by Hustle Tribe or any of its Representatives and provided to law enforcement or insurance agencies if necessary, to assist in the resolution of any security or insurance issues.
- (ab) Hustle Tribe's surveillance system does not protect the Member in the Studio.

Emergencies

- (ac) in the event of an emergency, the Member must follow the emergency crisis and response procedure which will be displayed in the Studio at all times.

Complaints and Feedback

- (ad) in the event the Member has any concerns about the Studio, the Classes and/or Services offered by Hustle Tribe or anything in relation to their Hustle Tribe Membership, the Member will first raise their concerns with one of Hustle's Tribe's Representatives.
- (ae) if the Member believes that they have been harassed or harmed in any way by Hustle Tribe's Representatives or another Member, the Member will make Hustle Tribe and the appropriate authorities aware immediately.

Technical Services

- (af) mobile phone reception in the Studio is entirely dependent upon the Member's phone service provider's coverage. Hustle Tribe has no control of the quality of coverage and will not be held responsible for any coverage issues.

6. Use of Studio

Use of Equipment

- 6.1 - All Members are required to ensure that any Equipment they have used is returned to its original state and location after use.
- 6.2 - If the Member is unsure of how to correctly operate any Equipment, the Member shall ask a Hustle Tribe Representative to assist.

Storage

- 6.3 - Hustle Tribe shall grant to the Member Unsecured Storage for belongings in the Studio.
- 6.4 - To the extent permitted by law, Hustle Tribe and its Representatives are not responsible for any loss of, or damage to, personal property from the Studio or a locker. We also recommend that you keep all valuables with you while using the Studio or participating in any Classes.
- 6.5 - Any damage to, or the loss of locker keys, cards and tokens if used, will incur a reasonable charge to repair the damage or replace the item.
- 6.6 - Hustle Tribe will not be responsible for looking after your personal possessions (keys and wallets for example) whilst you are in the Studio.
- 6.7 - As storage areas are cleared daily, personal items are not permitted to be stored in the studio overnight. Any items remaining in studio are at your risk or items that have been handed into us will be held for two weeks and then donated to charity.

7. Obligations of Hustle Tribe

- 7.1 - During the term of this Membership Agreement, Hustle Tribe shall perform the Services:
- (a) with reasonable care and skill to the best of its knowledge and expertise;
- (b) in accordance with the requirements of this Membership Agreement;
- (c) in accordance with all reasonable directions given by the Member from time to time; and
- (d) in compliance with all applicable laws and regulations.

8.Contractors

8.1 You acknowledge that:

- (a) we may from time to time engage independent contractors to provide Services (including to run additional Classes) at the Studio;
- (b) Hustle Tribe is not responsible for any services offered by third-parties, including additional fees, claims, refunds or other associated costs.

9.Classes

- 9.1 - The Member must book each Class via the Portal, located on the Website.
- 9.2 - If the Member has not booked a Class, the Member acknowledges and agrees that the Member is not guaranteed a position within the Class, and in such circumstances, Hustle Tribe shall have the right to refuse the Member entry to the Class.
- 9.3 - In the event the Member has booked in for a Class and wishes to cancel no later than six (6) hours prior to the scheduled Class time, the Member will be subject to the cancellation terms, in accordance with clause 10.
- 9.4 - The Member will be subject to the expiration period for unused Classes as set out in in the Member Terms located at Schedule 1, the Website and/or the Portal.

Trading Hours

- 9.5 - The Studio shall conduct Classes between the Trading Hours as set out on the Website and/or the Portal.
- 9.6 - The Studio will only be available for use outside of any Class times during the Trading Hours as set out on the Website and/or the Portal.
- 9.7 - Hustle Tribe reserve the right to change the Trading Hours and Class times at its absolute discretion.

10.Cancellation Policy

- 10.1 - All cancellation requests are subject to the Membership and Commitment Term as outlined under this Membership Agreement.
- 10.2 - If the Member has selected a Founding / Foundation / 52 Week Unlimited Membership or a Weekly Membership, should the Member wish to cancel their Membership the Member must provide to Hustle Tribe two (2) weeks written notice by Email prior to the Membership terminating.
- 10.3 - You may cancel your Founding / Foundation / 52 Unlimited Membership with a penalty fee of \$180.
- 10.4 - The penalty fee listed in 10.3 condition above will only be waived for the below reasons:
- (a) if the Member is unable to use the Studio for a period of three (3) months or more due to health impairments or risk of further injury, subject to the Member notifying Hustle Tribe Representatives and provide us with a doctor's certificate.

Class Cancellation

- 10.4 - Except as otherwise provided for herein, there will be no refunds for any Class bookings the Member cancels.
- 10.5 - In the event the Member wishes to cancel a Class booking, all Class cancellations are to be made via the Portal.
- 10.6 - If the Member cancels the Class booking no later than six (6) hours before the Class commences, the Member may transfer the booking to another Class time without incurring an additional cost.

- 10.7 - If the Member fails to appear for a scheduled Class, the Member will be charged a Non-Show Fee (from \$15) and the credit used at time of booking will be void and non refundable.
- 10.8 - If the Member cancels a Class less than six (6) hours prior to the commencement of the Class, the Member will be charged a late cancellation fee of \$15.00 irrespective of their membership type, and the credit they used for that said booking will be returned to their account.

11.Cooling Off Period

- 11.1 - If the Member's Membership provides for a Cooling Off Period, the Member can cancel their Membership by providing written notice to Hustle Tribe within the period specified in Schedule 1, the Website and/or the Portal.
- 11.2 - If the Member wishes to cancel the Membership during the Cooling Off Period, the cancellation is to be made by Email.
- 11.3 - If the Member cancels their Membership during the Cooling Off Period, all Fees paid by the Member to Hustle Tribe will be refunded.

12.Suspension

- 12.1 - If the Member's Membership provides for a Suspension Period, the Member can suspend their Membership for a maximum of four (4) weeks each calendar year, as set out in Schedule 1, the Website and/or the Portal.
- 12.2 - If the Member wishes to suspend their Membership, the Member must notify Hustle Tribe at least two (2) weeks prior to the Start Date of the Suspension Period by Email.
- 12.3 - The Members acknowledges and agrees that the Member cannot suspend their Membership if any Fees payable by the Member to Hustle Tribe are outstanding.

13.Privacy

- 13.1 - Where any obligations by the parties under this Membership Agreement involves the processing of Personal Information, both parties warrant that they will comply with their respective obligations under any Privacy Legislation and the terms of this Agreement.
- 13.2 - The Member shall indemnify and hold Hustle Tribe harmless against all Losses sustained, incurred or suffered by Hustle Tribe arising as a result of the Member's breach this Membership Agreement.

14. Intellectual Property Rights

- 14.1 - The Member acknowledges that all Intellectual Property Rights in the Services provided by Hustle Tribe belong and shall continue to belong to Hustle Tribe.
- 14.2 - The Member acknowledges and agrees that it is not acquiring any Intellectual Property Rights, in or to the Relevant IP, and that Hustle Tribe owns and retains title to all Relevant IP owned by Hustle Tribe, and the Member must not take any steps to invalidate or prejudice Hustle Tribe's title thereto.
- 14.3 - The Member hereby assigns, transfers and conveys to Hustle Tribe all current and future right, title and interest in all Relevant IP and acknowledges that all future Relevant IP will vest in Hustle Tribe on and from creation.
- 14.4 - The Member acknowledges that:
 - (a) Hustle Tribe may use the Member's Intellectual Property Rights, including the Member's name, and images of the Member within the Studio for signage or promotional purposes, or otherwise to fulfil its obligations of this Membership Agreement, including in providing the Services to the Member, unless express written notice revoking such consent is provided to Hustle Tribe by the Member;
 - (b) any use of Hustle Tribe's Intellectual Property Rights, Marketing Material and images or videos of the Studio, must be in accordance with Hustle Tribe's brand guidelines and subject to Hustle Tribe's prior written consent. On written notice from Hustle Tribe, the Member must amend or cease such use.

15.Photography

- 15.1 - The Member consents to allow Hustle Tribe to include any professional photographs or video content taken by any third-party photographer or Hustle Tribe for use in Hustle Tribe's portfolio, including in marketing collateral, on the Website and across any social media platforms of Hustle Tribe, unless express written notice revoking such consent is provided to Hustle Tribe by the Member.
- 15.2 - Photography or videography by the Member is not permitted anywhere in Hustle Tribe's facilities without Hustle Tribe's permission.

16. Social Media and Internet Use

- 16.1 - If the Member is using the internet and/or social media in the Studio, the Member must abide by Hustle Tribe's applicable Membership Terms.
- 16.2 - The Member is personally responsible for the content that they publish on any online site, blog, social network, or any other form of user-generated media.
- 16.3 - Hustle Tribe is not responsible or liable for violation of the Member's privacy or security, or for harassment or bullying which the Member may encounter online or while using Hustle Tribe's internet or shared network.

17. Fees and Billing

- 17.1 - The Fees for each Membership are set out in Part 4 of the Enrolment Form, Schedule 1, the Website and/or the Portal, and are inclusive of GST. In circumstances, where the Fees differ between the Enrolment Form, Schedule 1, the Website or as listed on the Portal, the Fees as set out in the Enrolment Form shall prevail.
- 17.2 - The Member shall pay Hustle Tribe the Fees in advance in accordance with the Membership selected by the Member and the Payment Terms specified in Part 4 of the Enrolment Form, Schedule 1, the Website and/or the Portal. A pro rata payment will apply if your Membership Start Date is not in line with the billing schedule set by us.
- 17.3 - We reserve the right to use the services of a third-party billing company (including Stripe and / or Square) to deduct Fee payments as set out in the Billing provisions below.
- 17.4 - Hustle Tribe shall be entitled to immediately suspend the Services or terminate your Membership if you fail to make payment of the Fees as and when they fall due.
- 17.5 - Hustle Tribe may from time to time, in its absolute discretion, increase its Membership Fees subject to providing thirty (30) days' written notice to you, and unless you notify us requesting a cancellation of your Membership, you authorise Hustle Tribe to charge the increased Membership fee and make direct debits from your nominated bank account or credit card.

Billing

- 17.6 - Hustle Tribe uses GloFox for its secure online payment transactions which conducts its payments through the Payment Gateway Stripe, or any other Payment Gateway Hustle Tribe elects in their discretion. Payments made through the Payment Gateway are subject to the Payment Gateway's own terms and conditions and privacy policy in addition to these Membership Terms. For more information about the Payment Gateway, see the Stripe, Inc. website (<https://stripe.com/au>).
- 17.7 - All Fees payable to Hustle Tribe shall be made by either automatic direct debits from a bank account or credit card or debit card nominated by the Member. Hustle Tribe accepts payments via Visa, Mastercard and American Express, however direct debit from an Australian bank account is Hustle Tribe's preferred means of payment.
- 17.8 - If the Member elects to pay by credit or debit card, the Member will be charged a transaction fee. Should the Member elect to pay via an automatic direct debit, the Member must also provide Hustle Tribe with a valid credit card and authorise Hustle Tribe to debit any amounts payable in accordance with this Membership Agreement from this credit card in the event that Hustle Tribe is unable to debit the Member's nominated bank account for any reason.

- 17.9 - If the Member has selected a Weekly Membership, recurring Fees will be debited weekly from the date of purchase or the next available Business Day. Any Additional Fees incurred by the Member will be charged in arrears from the date of purchase of each week, or the next available Business Day.
- 17.10 - It is the Member's responsibility to ensure that the Member is up to date with payments, that all billing information is kept current and that there are sufficient funds in the Member's nominated bank or credit card account to enable the successful debit of the Fees each month. If a transaction is rejected or payment is not received for any reason by the fifth (5th) day of the week in which such payment is due, the Member will be charged a late fee and the Member will be liable for any reasonable costs incurred by Hustle Tribe in recovering the debt, including but not limited to any legal, bank or collection agency fees. Failure to pay the Fees in a timely manner may result in termination of this Agreement, in accordance with clause 22, if such failure is not remedied within five (5) Business Days of being notified by Hustle Tribe.
- 17.11 - The Member may change their billing information via the Portal. Any changes made will come into immediate effect and any subsequent invoices will reflect the updated billing information.
- 17.12 - If the Member disputes any debit payment, you must notify Stripe immediately. Stripe will respond to your dispute within 7 working days. If you are not satisfied with your response, please contact your financial institution.

18.GST

Definitions regarding GST

18.1 - In this clause 18:

- (a) expressions that are not defined, but which have a defined meaning in the GST Law, have the same meaning as in the GST Law;
- (b) any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 18; and
- (c) any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 18.

19. Confidential Information

- 19.1 - The parties agree to keep the Confidential Information of the other party confidential and to use such information only for the purposes of performance of their respective obligations under this Membership Agreement.
- 19.2 - A party must:
 - (a) not disclose any Confidential Information of the other party to anyone else except as permitted under this Membership Agreement;
 - (b) limit the disclosure of the Confidential Information within its own organisation only to those of its officers and employees to whom such disclosure is strictly necessary for the purposes of this Membership Agreement and who have been made aware of its confidential nature and have agreed to keep the information confidential in accordance with the terms of this clause 19; and
 - (c) not use the name of the other party in publicity releases, advertising or promotion of the party unless the other party has given its prior written consent (which shall not be unreasonably withheld or delayed).
- 19.3 - The obligations of confidentiality in clause 19 will not apply to information which:
 - (a) is generally available in the public domain except where such availability is as a result of a breach of this Membership Agreement;
 - (b) was known prior to the disclosure of the information by the other party; or
 - (c) is required to be disclosed by an applicable law or court order.
- 19.4 The obligations imposed under this clause 19 will survive the termination of this Membership Agreement.

20. Non-disparagement

- 20.1 Subject to clause 20.2, on and from the date of this Membership Agreement, each party must not:

- (a) make, express, transmit, speak, write, verbalise or otherwise communicate in any way (directly or indirectly, in any capacity or manner) any remark, comment, message, information, declaration, communication or other statement of any kind (whether verbal, in writing, electronically transferred or otherwise) that might reasonably be construed to be critical of, or derogatory or negative towards, any other party or any Representative of any other party; or
- (b) cause, further, assist, solicit, encourage or knowingly permit any other person to do so, or support or participate in any other person doing so, and must take all reasonable steps to prevent its Representatives from doing so.
- 20.2 - Clause 20.1 shall not prohibit any party from making any statement or disclosure as required by law or court order, provided that such party must:
 - (a) promptly notify the other party in writing in advance of any such statement or disclosure, if reasonably practicable; and
 - (b) reasonably assist the other party in obtaining confidential treatment for, or avoiding or minimising the dissemination of, such statement or disclosure to the extent reasonably requested by any party.

21. Liability and remedies

Indemnity

- 21.1 - The Member shall have personal liability for, and hereby irrevocably indemnifies and covenants to hold Hustle Tribe and its Representatives harmless from and against, any and all Losses that may be suffered by Hustle Tribe or its Representatives and which arise, directly or indirectly, in connection with any breach of this Membership Agreement by the Member and/or any negligent or other tortious conduct in the provision of the Services.
- 21.2 - In addition to the indemnity specified in clause 21.1 - above, the Member will be liable for and further indemnifies Hustle Tribe, and must keep Hustle Tribe indemnified against any Claim brought against or which we may pay, sustain or incur as a direct or indirect result of any one or more of the following:
 - (a) damage caused to the Studio or Equipment by the Member;
 - (b) any wrongful or negligent acts or omissions or acts of wilful misconduct by the Member; or
 - (c) any breach of the obligations of confidentiality as set out in this Membership Agreement.
- Indemnities continuing
- 21.3 - Each indemnity contained in this Membership Agreement is an additional, separate, independent and continuing obligation that survives the termination of this Membership Agreement despite any settlement of account or other occurrence and remains in full force and effect until all money owing, contingently or otherwise, under the relevant indemnity has been paid in full and no one indemnity limits the generality of any other indemnity.

Indemnity for third party claims

- 21.4 - The Member will indemnify and hold Hustle Tribe and its Representatives harmless against all Losses that may be suffered or incurred by Hustle Tribe arising directly or indirectly out of, or in connection with, any Claim brought, or threatened to be brought, by a third party against Hustle Tribe in respect to any Services provided by Hustle Tribe's Representatives for the purposes of fulfilling Hustle Tribe's obligations under this Membership Agreement.

Limitation of liability

- 21.5 - To the maximum extent permitted by law, Hustle Tribe and its Representatives expressly:
 - (a) (Disclaimer of warranties) disclaim all conditions, representations and warranties (whether express or implied, statutory or otherwise) in relation to the Services, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement. Without limitation to the foregoing, Hustle Tribe and its Representatives make no representation, and provide no warranty or guarantee, that:
 - (i) the Member will achieve any particular results from the provision of the Services;
 - (ii) any particular individuals will perform the Services on behalf of Hustle Tribe; or

- (iii) the Services will be:
- (A) compatible with any particular hardware, software, systems or data;
- (B) error-free or that errors or defects will be corrected; or
- (C) meet the Member's requirements or expectations; and
- (b) (Limitation of liability) limit their aggregate liability in respect of any and all Claims for any Losses that the Member may bring against Hustle Tribe under this Membership Agreement or otherwise in respect of the Services to the following remedies (the choice of which is to be at Hustle Tribe's sole discretion):
- (i) re-supply of the Services;
- (ii) payment of the costs of supply of the Services by a third party; or
- (iii) the refund of any amounts paid by the Member to Hustle Tribe under this Membership Agreement in respect to the Services,
- even if Hustle Tribe has been advised of the possibility of such Losses, and the Member acknowledges and agrees that Hustle Tribe holds the benefit of this clause 21 for itself and as agent and trustee for and on behalf of each of its Representatives.

Force Majeure Event

- 21.6 - Each party may terminate this Membership Agreement with immediate effect by written notice to the other party if a Force Majeure Event preventing the performance of this Agreement continues for more than ninety (90) Business Days.
- Remedies for breach
- 21.7 - Each party acknowledges and agrees that, in the event of any breach by the other party of the provisions of clause 19 (Confidential Information), clause 20 (Non-disparagement) or clause 22.7 (Non-solicitation), damages may not be an adequate remedy and the first-mentioned party may, in addition to any other remedies, obtain an injunction restraining any further violation by the other party and other equitable relief, without the necessity of showing actual damage and without any security being required, together with recovery of costs. Any Claims asserted by such other party against the first-mentioned party shall not constitute a defence in any such injunction action, application or motion.
- 21.8 - Nothing in this Membership Agreement will exclude or limit any rights or remedies the Member may have under the ACL.

22. Termination

Termination for breach

- 22.1 - Hustle Tribe may terminate this Membership Agreement immediately by notice to the Member if an Event of Default occurs in respect of the Member.
- 22.2 - If Hustle Tribe commits any material or persistent breach of this Membership Agreement, the Member may (but is not obliged to) provide Hustle Tribe with a notice of breach in writing. If Hustle Tribe fails to remedy the breach agreement within ten (10) Business Days after the date of its receipt of such notice, the Member may terminate this Membership Agreement with immediate effect upon Hustle Tribe with a further notice of termination in writing.

Termination with notice

- 22.3 - Hustle Tribe may, without limitation to its rights under clause 22.2, terminate this Membership Agreement at any time by giving at least thirty (30) days' notice to the Member. The Member may waive all or part of such notice period.

Termination by Landlord

- 22.4 - Hustle Tribe reserves the right to terminate this Membership Agreement with immediate effect in the event that Hustle Tribe's right to occupy the Studio (i.e. our lease) is terminated with immediate effect by Hustle Tribe's landlord. In such circumstances, Hustle Tribe will provide notice to the Member in writing confirming our intention to terminate with immediate effect and the reasons for termination and will involve the provisions of clause 22.5.

Effect of termination

- 22.5 - In the event of any termination of this Membership Agreement in any circumstances and for any reason whatsoever:
- (a) the Member will remain liable to pay all Fees accrued up to and including the date of termination and for all remaining weeks of the Commitment Term thereafter, whether or not invoiced prior to the date of termination; and
- (b) Hustle Tribe will send to the Member a final invoice for the balance of any unbilled Fees accrued up to and including the date of termination and any remaining weeks of the Commitment Term thereafter.

Accrued rights

- 22.6 - Termination of this Membership Agreement will not affect any rights or liabilities that the parties have accrued under it prior to such termination.

Non-solicitation

- 22.7 During the Commitment Term of this Membership Agreement and for the Non-Solicitation Period thereafter, the Member must not, without Hustle Tribe's prior written consent (which Hustle Tribe may withhold or delay in its absolute discretion), directly or indirectly:
- (a) (non-solicitation suppliers) interfere with or disrupt, or attempt to interfere with or disrupt, any relationship, whether contractual or otherwise, between Hustle Tribe and any of Hustle Tribe's contractors, suppliers, distributors or joint venture partners, or identified prospective contractors, suppliers, distributors or joint venture partners; or
- (b) (non-solicitation of Representatives) induce, encourage or solicit any of Hustle Tribe's officers, employees, contractors or agents to cease their employment, engagement or agency with Hustle Tribe.
- 22.8 - The Member acknowledges and agrees that:
- (a) the restraints in clause 22.7 constitute several separate covenants and restraints consisting of each of clauses 22.7(a) and (b) combined with each separate Non-Solicitation Period severally;
- (b) each of those separate covenants and restraints is a fair and reasonable restraint of trade that goes no further than is reasonably necessary to protect Hustle Tribe's goodwill and business;
- (c) the Member has received substantial and valuable consideration for each of those separate covenants and restraints, including its receipt of the Services; and
- (d) breach by the Member of any of those separate covenants and restraints would be unfair and calculated to damage Hustle Tribe's goodwill and business and would lead to substantial loss to Hustle Tribe.
- 22.9 - The parties intend the covenants and restraints under clauses 22.7 to operate to the maximum extent. If any of those separate covenants and restraints would, in the absence of this clause 22.9, be void as unreasonable for the protection of the interests of Hustle Tribe but would not be so void if any part of the wording in this clause 22.9 was deleted or amended, the separate covenants and restraints will apply with the minimum modifications necessary to make them effective.

23. Notices

- 23.1 - Any notice or other document to be given under this Membership Agreement shall be in writing and shall be deemed to have been duly given if sent by registered post or any other registered postal service; or email to the address of the party appearing on the Membership Agreement. Any notices relating to disputes shall not be given by email or other electronic means.
- 23.2 - Any such notice or other document shall be deemed to have been received by the addressee three (3) Business Days following the date of dispatch of the notice or other document by post or, where the notice or other document is given by email or other electronic media, simultaneously with the transmission. To prove the giving of a notice or other document, it shall be sufficient to show that it was dispatched.

24. Insurances

- 24.1 - Hustle Tribe will maintain a property, professional indemnity and liability insurance policy that covers the Studio and will carry its own contents insurance. Hustle Tribe contents insurance also extends to damage of the Member's Property in connection to Hustle Tribe.

25. General

Further assurances

- 25.1 - Each party must (at its own expense, unless otherwise provided in this Membership Agreement) promptly execute and deliver all such documents, and do all such things, as any other party may from time to time reasonably require for the purpose of giving full effect to the provisions of this Membership Agreement.

Third parties

- 25.2 - This Membership Agreement is made for the benefit of the parties to it and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

Costs

- 25.3 - All costs and expenses in connection with the negotiation, preparation and execution of this Membership Agreement, and any other agreements or documents entered into or signed pursuant to this Membership Agreement, will be borne by the party that incurred the costs.

Entire agreement

- 25.4 - This Membership Agreement contains the entire understanding between the parties in relation to its subject matter and supersedes any previous arrangement, understanding or agreement relating to its subject matter. There are no express or implied conditions, warranties, promises, representations or obligations, written or oral, in relation to this Membership Agreement other than those expressly stated in it or necessarily implied by statute.

Severability

- 25.5 - If a provision of this Membership Agreement is invalid or unenforceable in a jurisdiction:
 - (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
 - (b) that fact does not affect the validity or enforceability of that provision in another jurisdiction, or the remaining provisions.

No waiver

- 25.6 - No failure, delay, relaxation or indulgence by a party in exercising any power or right conferred upon it under this Membership Agreement will operate as a waiver of that power or right. No single or partial exercise of any power or right precludes any other or future exercise of it, or the exercise of any other power or right under this Membership Agreement.

Amendment

- 25.7 - This Membership Agreement may not be varied except by written instrument executed by all of the parties.

Assignment

- 25.8 - The Member must not assign or otherwise transfer, create any charge, trust or other interest in, or otherwise deal in any other way with, any of its rights under this Membership Agreement without the prior written consent of Hustle Tribe.

Counterparts

- 25.9 - This Membership Agreement may be executed in any number of counterparts, each of which is an original and which together will have the same effect as if each party had signed the same document.

Electronic exchange

- 25.10 - Delivery of an executed counterpart of this Membership Agreement by Email in PDF or other image format, including by digitally signing this Membership Agreement on an iPad or other electronic device, or via the Portal will be equally effective as delivery of an original signed hard copy of that counterpart.
- 25.11 - If a party delivers an executed counterpart of this Membership Agreement under clause 25.9:
 - (a) it acknowledges and agrees that it shall not be required to provide an original signed hard copy of that counterpart, and a failure to do so will not affect the validity, enforceability or binding effect of this Membership Agreement; and
 - (b) in any legal proceedings relating to this Membership Agreement, each party waives the right to raise any defence based upon any such failure.

Dispute Resolution

- 25.12 - The parties agree:
 - (a) to attempt in good faith to resolve any dispute between them in connection with any matter arising out of this Membership Agreement;
 - (b) any agreement reached between the parties must be reduced to writing and will be binding on the parties;
 - (c) where a dispute cannot be resolved informally as between the parties, and a period of ten (10) Business Days has elapsed, the parties must seek to agree on the procedural rules and timetable for resolving the dispute through mediation; and
 - (d) such mediation is to occur by the appointment of a suitable mediator appointed by the parties, or in the absence of agreement, a mediator appointed by the Victorian Bar Association, or any entity which replaces it.
 - (e) The parties otherwise agree to submit to the jurisdiction of the Courts of Victoria and, if applicable, the Commonwealth of Australia, in the event a dispute arising from this Membership Agreement cannot be resolved.

Governing law and jurisdiction

- 25.13 - This Membership Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the laws of Victoria, Australia.
- 25.14 - The parties irrevocably agree that the courts Victoria, Australia have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Membership Agreement or its subject matter or formation (including non-contractual disputes or claims).

26. Definitions and interpretation

Interpretation

- 26.2 - In the interpretation of this Membership Agreement, unless the context or subject matter otherwise requires:
 - (a) the singular includes the plural and vice-versa;
 - (b) words importing a gender include other genders;
 - (c) “including” and “includes”, and words of similar meaning, are not words of limitation;
 - (d) other grammatical forms of defined words or expressions have corresponding meanings;
 - (e) headings and the table of contents are used for convenience only and are to be disregarded in the interpretation of this Membership Agreement;
 - (f) each clause or sub-clause in a list is to be read independently from the others in the list; and
 - (g) a reference to:

- (i) this Membership Agreement includes all schedules, exhibits and annexures to this Membership Agreement;
- (ii) a “party” means a party to this Membership Agreement;
- (iii) a court is to an Australian court;
- (iv) writing includes printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, in English;
- (v) any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinated legislation issued or made under, that legislation or legislative provision;
- (vi) a document or agreement includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (vii) natural persons includes corporations, trusts, associations, partnerships, bodies corporate, unincorporated associations, authorities and other legal entities, and where necessary, includes successor bodies;
- (viii) any party includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (ix) a time or a date is a reference to the time and date in Victoria (unless otherwise agreed by the Parties in writing);
- (x) a day, month or year is relevantly to a calendar day, calendar month or calendar year; and
- (xi) \$, AUD or dollars is to the lawful currency of the Commonwealth of Australia.

SCHEDULE 1 - MEMBERSHIP TERMS

1a. Founding Membership - upfront payment

- **Type:** Founding Membership
- **Benefits:** 52 weeks unlimited training
- **Fees:** \$2,100 inc GST
- **Payment Terms:** Upfront
- **Perks:** Free Tshirt
- **Membership Terms:** limited offer, no joining fee, 52week contract commitment, upfront payment, no refunds if cancelled after cooling off period, additional 4 weeks suspension with 2 weeks notice period, automatically enrolled into Weekly Membership once 52 weeks lapses* (**Email 2 weeks prior to allow opt out option*), 52-week period commences from first class booking or within 4 weeks of purchase, whichever is first, Suspensions do not extend beyond 52-week period, no membership transfers available
- **Cooling Off Period:** 14days
- **Suspensions & Notice Periods:** 4 weeks suspension period per year, 2 weeks' notice prior to suspension start date in written email format
- **Cancellation:** no notice as no refunds are offered, required in writing

1b. Founding / Foundation / 52 Week Membership - weekly debit

- **Type:** Founding Membership
- **Benefits:** 52 weeks unlimited training
- **Fees:** \$2,340 inc GST
- **Payment Terms:** Weekly debit of \$45 per week
- **Perks:** None

- **Membership Terms:** limited offer, no joining fee, 52week contract commitment, weekly debit of \$45 per week over 52 weeks, if cancelled after cooling off period payout of \$180 fee applies. Additional 4 weeks suspension with 2 weeks notice period, automatically enrolled into Weekly Membership once 52 weeks lapses*(*Email 2 weeks prior to allow opt out option), 52-week period commences from first class booking or within 4 weeks of purchase, whichever is first, Suspensions do not extend beyond 52-week period, no membership transfers available
- **Cooling Off Period:** 14days
- **Suspensions & Notice Periods:** 4 weeks suspension period per year, 2 weeks' notice prior to suspension start date in written email format
- **Cancellation:** 2 weeks notice via email with understanding of cancellation payout requirements as stated in Clause "membership terms" listed above

2. GOLD Weekly Membership

- **Type:** Weekly Membership
- **Benefits:** Unlimited classes per week
- **Fees:** \$51 inc GST per week
- **Payment Terms:** Weekly debit
- **Membership Terms:** no joining fee, no commitment term, automatically debited each week, unlimited classes per week
- **Cooling Off Period:** 7days
- **Suspensions & Notice Periods:** no suspension period per year, 2 weeks' notice prior to suspension start date in written email format
- **Cancellation:** 2 weeks notice via email

3. SILVER Weekly Membership

- **Type:** Weekly Membership
- **Benefits:** 3 classes per week
- **Fees:** \$45 inc GST per week
- **Payment Terms:** Weekly debit
- **Membership Terms:** no joining fee, 4 week commitment term, automatically debited each week, unlimited classes per week
- **Cooling Off Period:** 7days
- **Suspensions & Notice Periods:** 7 days suspension period per year, 2 weeks' notice prior to suspension start date in written email format
- **Cancellation:** payment of \$60 to exit contract

4. BRONZE Weekly Membership

- **Type:** Weekly Membership
- **Benefits:** 2 classes per week
- **Fees:** \$34 inc GST per week
- **Payment Terms:** Weekly debit
- **Membership Terms:** no joining fee, 4 week commitment term, automatically debited each week, unlimited classes per week
- **Cooling Off Period:** 7days
- **Suspensions & Notice Periods:** 7 days suspension period per year, 2 weeks' notice prior to suspension start date in written email format
- **Cancellation:** payment of \$60 to exit contract

5. 5 Session Pack

- **Type:** 5 session pack

- **Benefits:** 5 classes
- **Fees:** \$115 inc GST
- **Payment Terms:** upfront
- **Membership Terms:** no joining fee, no commitment term, 2mth expiry from first booking, no refunds or transfers on unused portions
- **Cooling Off Period:** 48hours
- **Suspensions & Notice Periods:** no suspensions or notice periods
- **Cancellation:** no notice

6. 10 Session Pack

- **Type:** 10 session pack
- **Benefits:** 10 classes
- **Fees:** \$210 inc GST
- **Payment Terms:** upfront
- **Membership Terms:** no joining fee, no commitment term, 4mth expiry from first booking, no refunds or transfers on unused portions
- **Cooling Off Period:** 48hours
- **Suspensions & Notice Periods:** no suspensions or notice periods
- **Cancellation:** no notice

7. 20 Session Pack

- **Type:** 20 session pack
- **Benefits:** 20 classes
- **Fees:** \$350 inc GST
- **Payment Terms:** upfront
- **Membership Terms:** no joining fee, no commitment term, 6mth expiry from first booking, no refunds or transfers on unused portions
- **Cooling Off Period:** 48hours
- **Suspensions & Notice Periods:** no suspensions or notice periods
- **Cancellation:** no notice

8. Casual Class

- **Type:** casual class
- **Benefits:** 1 class
- **Fees:** \$28 inc GST
- **Payment Terms:** upfront
- **Membership Terms:** no joining fee, no commitment term, 1 week expiry from purchase, no refunds or transfers on unused portions
- **Cooling Off Period:** none
- **Suspensions & Notice Periods:** no suspensions or notice periods
- **Cancellation:** no notice

9. Intro Offer

- **Type:** Trial
- **Benefits:** 2 classes
- **Fees:** \$20 inc GST
- **Payment Terms:** upfront

- **Membership Terms:** 8 days expiry from purchase, no refunds or transfers on unused portions, new members only, ClassPass clients who have previously attended studio through ClassPass booking do not qualify
- **Cooling Off Period:** none
- **Suspensions & Notice Periods:** no suspensions or notice periods
- **Cancellation:** no notice