

Terms and Conditions



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1. Definitions and interpretation

This section sets out what particular words and phrases mean when they are used with capital letters in this contract. Defined terms are kept to the minimum needed - most words have their ordinary English meaning.

1.1 Defined terms

1.1.1 In this contract, the following words and phrases have the meanings given below:

Term	Definition
Agreement	Your contract with us, made up of the Service Agreement, these Terms and Conditions, and any Schedules referenced in them.
Business Hours	Monday to Friday, 9am to 5pm UK time, excluding bank holidays in England and any periods of closure we have notified to you.
Business Day	A day that is not a Saturday, Sunday, or bank holiday in England.
Change of Ownership	Any of the following events affecting your business: (a) the sale, transfer, gift, or other disposition of more than 50% of the voting control of your business to a person or persons who did not previously hold it, regardless of the consideration paid (if any); (b) the sale, transfer, gift, or other disposition of all or substantially all of the assets of your business to another person or entity, regardless of the consideration paid (if any); (c) the merger of your business with another business, where the resulting entity is controlled by persons other than those who previously controlled your business; or (d) where your business is operated by an individual sole trader, the death or permanent incapacity of that individual, or the transfer of the business to a new sole trader or entity. The following are NOT a Change of Ownership: (i) an internal reorganisation that does not change who ultimately controls your business; (ii) the acquisition of a minority interest of 50% or less of voting control; (iii) changes in directors or officers that do not change underlying ownership; and (iv) the admission or departure of partners in a partnership where the majority of partners by ownership stake remain the same.
Charges	All sums payable by you to us under this contract, including subscription charges, ad-hoc charges, late-payment fees, rescheduling fees, and any other fees set out in this contract or your Service Agreement.
Customer Data	All data uploaded to, stored on, or transmitted through GymOS by you or by your members, staff, or other authorised users.
Data Protection Laws	The UK GDPR, the Data Protection Act 2018, and any other laws relating to data protection that apply to the processing of personal data under this contract.

Term	Definition
GymOS	The operator-facing software product known as GymOS, made available to you as a service over the internet by us. References to GymOS include the underlying platform, infrastructure, and any related documentation.
GymOS FitnessHub	The member-facing software, comprising both the member mobile app and the member web portal, made available by us as part of the GymOS service.
Gym Assist	Our paid hand-holding and bespoke services, offered separately from the standard inclusive support that comes with your subscription. Gym Assist is provided under separate written terms.
Knowledge Base	Our online support and documentation site at https://support.gymos.com/ .
Minimum Term	12 months from the start date of your subscription, as set out in your Service Agreement.
Personal Data	Has the meaning given to it in the Data Protection Laws.
Schedule	A schedule attached to and forming part of these Terms and Conditions.
Service Agreement	The signed agreement between you and us under which you subscribe to GymOS, which incorporates these Terms and Conditions by reference.
Sub-processor	A third party that processes Personal Data on our behalf in connection with our provision of GymOS.
Terms and Conditions	This document, including all Schedules.

1.2 Interpretation

1.2.1 In this contract:

- (a) references to "we", "us" and "our" mean Quoox Ltd., trading as GymOS;
- (b) references to "you" and "your" mean the customer named in the Service Agreement;
- (c) references to a clause or Schedule are to a clause of, or a Schedule to, these Terms and Conditions, unless stated otherwise;
- (d) words in the singular include the plural and vice versa;
- (e) references to legislation include any modification or re-enactment of it; and
- (f) the headings used in this contract are for convenience only and do not affect interpretation.

1.2.2 If there is any conflict between the Service Agreement and these Terms and Conditions, the Service Agreement prevails - but only in respect of the specific matter on which the conflict arises, and only to the extent of the conflict.

1.2.3 If there is any conflict between these Terms and Conditions and a Schedule, the Schedule prevails in respect of the matter the Schedule deals with.

2. Your contract with us

This section explains how your contract with us is formed, what it consists of, and how it can change. The contract is made up of two documents - your Service Agreement and these Terms and Conditions - both of which you agree to when you sign up.

2.1 Formation of your contract

2.1.1 Your contract with us is formed when you sign your Service Agreement (typically through DocuSign) and we accept your subscription. Acceptance happens when we activate your account or send you confirmation of your subscription, whichever comes first.

2.1.2 By signing the Service Agreement, you confirm that you have been provided with these Terms and Conditions, have had the opportunity to read them, and accept them.

2.2 What makes up your contract

2.2.1 Your contract with us consists of:

- (a) your Service Agreement, signed by you and accepted by us;
- (b) these Terms and Conditions; and
- (c) all Schedules to these Terms and Conditions.

2.2.2 No other document forms part of your contract unless we both expressly agree in writing that it does. This includes (without limitation) marketing material, sales presentations, demonstrations, blog posts, and statements made by our staff in conversation.

2.3 Versions of these Terms and Conditions

2.3.1 These Terms and Conditions are version-controlled by date. The version that applies to your contract is the version in force on the date you signed your Service Agreement, unless we have varied the contract since (see clause 4.5).

2.3.2 The current version of these Terms and Conditions is published at gymos.com/terms. Earlier versions are available on request.

2.4 You contract with us as a business

2.4.1 GymOS is supplied to businesses, not to consumers. By entering into this contract, you confirm that you are doing so in the course of a business or trade, and not as a consumer.

2.4.2 Consumer cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply to your contract with us.

3. The GymOS service

This section sets out, at a high level, what we provide and the basis on which you can use it. The detailed rules about what counts as acceptable use are in the Acceptable Use Policy at Schedule 1.

3.1 What we provide

3.1.1 During your subscription, we provide you with access to GymOS as a service over the internet. The features included in your subscription are those set out in your Service Agreement.

3.1.2 GymOS includes the operator-facing software (used by you and your team) and the member-facing GymOS FitnessHub (used by your members). The exact mix of features depends on the package you have subscribed to.

3.2 Your licence to use GymOS

3.2.1 We grant you a non-exclusive, non-transferable, revocable licence to access and use GymOS during the term of your contract, for the purposes of running your business. The licence is subject to the rest of this contract, including the Acceptable Use Policy at Schedule 1.

3.2.2 You may permit your staff, your members, and (where reasonably required) your professional advisors to use GymOS, subject to the restrictions in clause 13 (non-compete and IP protection) and the rest of this contract. You remain responsible for everyone you permit to use GymOS.

3.2.3 You must not:

- (a) sub-license, resell, or commercially exploit GymOS, except in the ordinary course of running your gym business;
- (b) attempt to access the source code, models, or underlying logic of GymOS, except as expressly permitted by this contract;
- (c) remove, obscure, or alter any proprietary notices on or in GymOS;
- (d) use GymOS in any way that breaches the Acceptable Use Policy at Schedule 1; or
- (e) use GymOS in any way that is unlawful, fraudulent, or harmful, or in connection with any unlawful, fraudulent, or harmful activity.

3.3 Intellectual property

3.3.1 We own (or licence from third parties) all intellectual property rights in GymOS. Nothing in this contract transfers any of those rights to you.

3.3.2 You own all intellectual property rights in your Customer Data. By uploading data to GymOS, you grant us a non-exclusive licence to use that data to the extent reasonably necessary to provide GymOS to you.

4. Term, renewal, and variation

This section sets out how long your contract lasts, how it can be renewed or ended, and how it can be changed. Most customers are on a 12-month minimum term followed by a rolling monthly arrangement.

4.1 Minimum term

4.1.1 Your contract starts on the date set out in your Service Agreement, and runs for a Minimum Term of 12 months from that date.

4.2 After the Minimum Term - pricing

4.2.1 At the end of the Minimum Term, your pricing reverts to our standard list price. The list price may be higher than the preferential rate you paid during the Minimum Term.

4.2.2 We may agree continued preferential pricing with you, at our discretion. Where we do, this requires a new signed contract - typically a new fixed-term Service Agreement.

4.3 After the Minimum Term - continuation

4.3.1 After the Minimum Term, your contract continues on a rolling monthly basis, at our discretion. In practice we expect to continue providing GymOS to you, and we do not intend not to renew at the 12-month point - this clause exists to protect us against problem situations rather than as a routine commercial mechanism.

4.4 Notice to end your contract

4.4.1 You may give notice to end your contract at any time after the Minimum Term. Notice must be given in writing, by your primary contact (the account owner, a director, or someone the primary contact has nominated in writing).

4.4.2 Your notice must give us at least two whole rolling subscription periods between the date of your notice and the date your contract ends. In practice, this means two full unbilled monthly periods between the day you give notice and the date you want the contract to end.

4.4.3 Termination always takes effect at the end of a billing period. We do not pro-rate final payments.

4.4.4 We may give notice to end your contract by giving 60 days' written notice at any time, for any reason. Your access to GymOS is granted at our discretion and is not an inherent right of yours.

4.5 Variation

4.5.1 We may vary this contract from time to time. Variations fall into two categories:

- (a) **Minor variations** - clarifications, schedule updates, and changes that do not materially increase your obligations or restrict your rights. We will give you at least 30 days' written notice of these.
- (b) **Material adverse variations** - variations that materially add to your obligations or restrict your rights. We will give you at least 60 days' written notice of these. You may, within 14 days of receiving such notice, give us notice to end your contract without further charge, with termination taking effect on or before the date the variation would have taken effect.

4.6 Annual price uplift

4.6.1 On each anniversary of the start of your subscription, the subscription price increases automatically. The increase is the higher of: (a) the increase in the Retail Prices Index (RPI) over the preceding 12 months, and (b) the

increase in the Consumer Prices Index including owner-occupiers' housing costs (CPIH) over the preceding 12 months - plus up to 3%.

4.6.2 No separate notice is required for the annual uplift; this clause is the notice. We will, however, show the new price on your next invoice after the uplift takes effect.

4.7 Change of ownership of your business

4.7.1 You must notify us within 30 days of any Change of Ownership of your business. The notification must include enough information for us to identify the new ownership.

4.7.2 Continuation of your contract following a Change of Ownership is at our discretion, and is dealt with in clause 13.7.

4.7.3 Where your contract continues following a Change of Ownership, the pricing position in clause 4.2 applies as if the Change of Ownership were the end of the Minimum Term - pricing reverts to list price, and any continued preferential pricing requires a new signed contract.

5. Paying for GymOS

This section sets out how, when and on what terms you pay us. It also explains what happens if a payment is late - including the fees that apply, when we'll suspend your access, and when we may terminate your contract.

5.1 How you pay

5.1.1 You pay your subscription monthly in advance, by Direct Debit or by credit or debit card.

5.1.2 You must keep at least one valid credit or debit card on file with us at all times. We do not accept pre-paid cards or "stored credit" cards as the card on file.

5.1.3 If you have set up a Direct Debit mandate with us, we will use Direct Debit in preference to your card on file when collecting recurring payments.

5.2 Direct Debit failures

5.2.1 If a Direct Debit attempt fails (for any reason - including insufficient funds, a cancelled mandate, or an issue with your bank), we will immediately attempt the same charge against the card you have on file. We do this rather than wait for the Direct Debit return cycle, because waiting would delay your account becoming current.

5.2.2 If the card attempt also fails, the late-payment process in clause 5.5 starts.

5.3 SMS / text message charges

5.3.1 SMS messages sent through GymOS are charged monthly in arrears, at our cost plus 1p per message block of up to 160 characters, plus VAT or other applicable tax.

5.4 Ad-hoc invoices

5.4.1 Any invoice that is not part of your recurring subscription (for example, SMS overages, paid services, or pro-rated invoices arising from a change to your payment date) is payable within 7 days of the invoice date, unless we agree something different with you in writing.

5.5 Late payment - what happens, and when

5.5.1 If a payment due to us is not received by its due date, the following process applies. Days are counted from the day after the payment was due.

5.5.2 Day 1 onwards. We will retry the failed payment automatically. We will continue to retry daily, in the order set out in clause 5.1 (Direct Debit first if available, then card on file).

5.5.3 Day 3. A late-payment administration fee of £25 plus VAT becomes payable. The same fee becomes payable again every three days that the payment remains outstanding. These fees are not capped: they continue to stack until either the account is brought up to date or your contract is terminated.

5.5.4 Day 7. We will suspend all access to your GymOS account. This includes operator and staff access, and also access by your members through GymOS FitnessHub (the member mobile app and member web portal). All access is revoked, not restricted.

5.5.5 Day 30. Our right to terminate your contract is triggered. If we choose to terminate at this point, the full remaining balance of your Minimum Term becomes immediately due and payable as a debt.

5.5.6 Repeated late payments. If you have a third late payment within any rolling 12-month period, we may at our option either (a) require you to prepay the remainder of your Minimum Term in a single payment, or (b) terminate your contract under clause 5.5.5.

5.6 Late payment interest

5.6.1 Statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998 applies to all overdue amounts from their due date. This gives us the right to charge interest at 8% above the Bank of England base rate, plus the statutory fixed compensation per invoice (currently £40, £70 or £100 depending on the size of the invoice).

5.7 Discretionary waiver

5.7.1 We may waive late-payment fees, suspension, or any other consequence under clause 5.5, but only if we agree to do so in advance and in writing. Verbal assurances, statements made on support tickets, or arrangements made after the consequence has already taken effect do not count as a waiver.

5.8 Customer change of payment date

5.8.1 You may change your recurring payment date once within any rolling 12-month period. To do so, raise a support ticket from the primary contact on your account.

5.8.2 If the change results in a pro-rated invoice (for example, because the gap between your old and new payment dates is shorter or longer than a normal monthly cycle), we will charge that pro-rated invoice automatically to your payment method on file.

6. Support

This section explains how we help you when you need it, what's included, what isn't, and what happens when things go wrong with the platform. Support is unlimited on a fair-usage basis: most customers will never come close to the line. The section also sets out our response and resolution targets, and is honest about the situations in which we won't provide support.

6.1 What's included

6.1.1 Your subscription includes unlimited support tickets, on a fair-usage basis (see clause 6.6 for what fair usage means).

6.1.2 Any person you have registered as a user in your GymOS account may raise a support ticket. We do not maintain a separate "authorised contacts" list for support purposes.

6.1.3 All support requests must be raised through the GymOS support helpdesk. Requests sent directly to individual members of our staff - by email, message, or any other channel - may be rejected or redirected to the helpdesk. We do this so that nothing falls through the gaps when a staff member is on leave or moves on.

6.1.4 You and your team must not contact our staff about support matters through their personal channels - this includes personal email addresses, personal phone numbers, personal social media accounts, or personal messaging apps. There are two reasons for this. First, our staff have a right to disconnect outside working hours, and routing support through the helpdesk is what makes that possible. Second, the helpdesk is what allows our team to provide scalable, reliable support: tickets are never missed, when one team member is unavailable a colleague picks the ticket up, and multiple tickets can be worked in parallel by different team members. Personal-channel contact short-circuits all of this. Personal-channel approaches will be redirected to the helpdesk and may, if persistent, be treated under clause 9.4 (abusive behaviour).

6.2 Help yourself first

6.2.1 Before raising a ticket, please check our Knowledge Base at <https://support.gymos.com/>. Many of the most common questions are answered there, often with screenshots or short videos, and you'll get an answer faster than waiting for a support response.

6.2.2 If a ticket can be answered by pointing you to a Knowledge Base article, we may do exactly that. This isn't us being unhelpful - it's us getting you to a documented, complete answer that you can also share with your team.

6.3 Raising a useful ticket

6.3.1 When you raise a support ticket, you must provide enough information for us to understand and investigate the issue. The faster and more accurately we can help you depends almost entirely on the quality of information in the initial ticket.

6.3.2 At a minimum, a useful ticket includes:

- (a) **what you were trying to do** - the action you were taking, or the outcome you were trying to achieve;
- (b) **what actually happened** - the result you got, including any error messages (please copy and paste the exact text, or attach a screenshot);
- (c) **who is affected** - yourself only, a specific member or members (please give names or IDs), specific staff users, or all users;
- (d) **when it started** - the date and time you first noticed the issue, or the change that triggered it; and

(e) **what you have already tried** - including any Knowledge Base articles you have already checked.

6.3.3 A ticket that simply says "it doesn't work", "I have a member who can't book", "the system is broken", or words to that effect, does not meet the standard in clause 6.3.2. Our first response to such a ticket will be to ask you for the information we need. This is not us being awkward - without the information, we have nothing to investigate.

6.3.4 If we cannot make meaningful progress on a ticket because the information you have provided is inadequate, and we have asked you for more information without receiving a useful response, we may close the ticket. You can raise a new ticket at any time, with the necessary information.

6.3.5 Each new issue must be raised as a new ticket. Adding a new question or a new problem to an existing ticket - particularly one that is closed, or that is about a different issue - does not work. New issues added to old tickets may be missed entirely, or may be treated by us as a continuation of the original issue, with confusion as the inevitable result. If you are not sure whether a new question belongs on an existing ticket, raise it as a new one - we would rather merge two tickets than untangle one.

6.3.6 Tickets must be raised through the support functionality provided within the GymOS product. This is the only method we recognise for raising a ticket. Tickets raised by any other route - including direct emails to the support address, replies to old notification emails, messages on social media, or any other channel - will not be tracked or actioned through our normal process, and we accept no responsibility for delays in responding to them.

6.3.7 The one narrow exception to clause 6.3.6 is that a closed ticket may be reopened by replying to its closure notification within three days of the ticket being closed. Replies received more than three days after closure will not reopen the ticket and will not be treated as a new ticket - please raise a new ticket through the GymOS product if the issue has recurred or if you have a follow-up question outside that window.

6.4 Severity categories

6.4.1 We categorise support tickets by severity, which determines our response and resolution targets:

- (a) **Critical.** GymOS is down, or a core function is unavailable to all your users.
- (b) **Serious.** A core function is significantly impaired - for example, it works for some users but not others, or works but produces incorrect results.
- (c) **Moderate.** A function is impaired but a workaround exists, or a non-core function is significantly impaired.
- (d) **Minor.** A cosmetic issue, or a minor problem that does not materially affect your use of the service.

6.4.2 We decide which severity category a ticket falls into, acting reasonably. If you believe we have categorised a ticket incorrectly, tell us and we will reconsider.

6.5 Response and resolution targets

6.5.1 The targets below apply during Business Hours.

Severity	Response time	Resolution target
Critical (system down / core function unavailable)	2 business hours	4 business hours
Serious (core function significantly impaired)	8 business hours	16 business hours
Moderate (function impaired but workaround exists)	5 business days	45 business days
Minor (cosmetic or minor non-core)	20 business days	120 business days

6.5.2 *Response time* means the time within which we will acknowledge your ticket and tell you what we are doing about it. *Resolution target* means the time within which we aim to have either fixed the issue, given you a workaround, or scheduled the fix into a planned release.

6.5.3 The targets are operational targets - they are what we plan and resource around. Failure to meet a target does not, by itself, constitute a breach of contract. If we materially or repeatedly miss our targets, that may amount to a breach; isolated misses do not.

6.5.4 In practice, our targets are conservative. Most support tickets are responded to within one working hour, and the majority are resolved the same working day. Bugs and serious issues are rare in GymOS. The targets in clause 6.5.1 exist for the unusual case, not the typical one.

6.6 Fair usage

6.6.1 Support is provided on a fair-usage basis. We may consider your usage to be unfair where:

- (a) it materially exceeds typical patterns of usage we see across our customer base;
- (b) it results from your failure to use the documented features of GymOS or the self-service resources in our Knowledge Base;
- (c) the same questions are being asked repeatedly because the relevant team members have not been trained on the answers we have already given; or
- (d) the request relates to training rather than support - that is, you are asking us to teach you how to use GymOS rather than to fix a problem with GymOS.

6.6.2 Where we consider your usage to be unfair, we will let you know. We will explain what we are seeing and what we'd like you to do differently. We will give you a reasonable opportunity to bring your usage back into line.

6.6.3 If unfair usage continues, we may require that further support be provided through Gym Assist or under separate paid terms.

6.7 Who we provide support to

6.7.1 Active, fully paid customers. Full support entitlement as set out in this section.

6.7.2 Customers with any payment overdue. Your support entitlement is automatically suspended from the day after any payment becomes overdue, and remains suspended until your account is brought up to date. This is automatic - we don't need to give you separate notice, because you will already know your payment is overdue.

6.7.3 Former customers. If your contract has ended (whether terminated by you, by us, or by expiry), you have no entitlement to support. This includes no entitlement to assistance with extracting or accessing your data - see clause 10 for the position on data after termination.

6.7.4 Trial or pilot customers. Support is provided on a best-efforts basis only. The targets in clause 6.5 do not apply.

6.7.5 Goodwill exceptions. We may, entirely at our discretion, provide support to non-paying parties on a goodwill basis. No SLA applies and no guarantees are given. We are not obliged to do this and a previous goodwill response does not entitle you to expect another.

6.7.6 Members of your gym. We do not provide support directly to your members. If a member of yours contacts us with a query, we will redirect them to you. Member queries are between you and your member; we are your supplier, not theirs.

6.8 What support does not cover

6.8.1 Support does not cover:

- (a) training on how to use GymOS - initial training is provided through onboarding (see clause 8.4), and additional training is available through Gym Assist or under separate written terms;
- (b) bespoke configuration work where you do not know what configuration you need - this is a Gym Assist activity;
- (c) issues caused by your use of GymOS in ways the documentation does not support;
- (d) issues caused by your members' devices, browsers, networks, or third-party software;
- (e) issues with Stripe, GoCardless, or any other third-party service we integrate with - see clause 8.7;
- (f) the recovery or reconstruction of data that has been deleted or modified by you or by a member of your team; and
- (g) advice on legal, financial, accounting, taxation, or regulatory matters arising from your use of GymOS.

7. Availability and maintenance

This section sets out the availability target we work to and how we handle maintenance. Availability is an operational target rather than a contractual guarantee - the reasoning is explained below.

7.1 Availability target

7.1.1 We aim for at least 99.7% availability of GymOS in any calendar month.

7.1.2 This is an operational target rather than a contractual guarantee. Failure to meet the target in a particular month does not, by itself, constitute a breach of contract. If our service has materially or repeatedly fallen short of what you reasonably expected, your remedies are those set out elsewhere in your contract - not a per-hour service credit.

7.1.3 We do not offer service credits or any other monetary remedy for missed availability targets.

7.2 Maintenance

7.2.1 We may need to perform maintenance from time to time. Maintenance includes routine updates, security patches, infrastructure changes, and any other work necessary to keep GymOS running properly.

7.2.2 Where planned maintenance is likely to affect availability, we will give you reasonable advance notice. We do not commit to performing maintenance only outside Business Hours; in practice we usually do, but we need flexibility for situations where we don't - for example, urgent security work or maintenance that depends on a third-party schedule.

7.2.3 Emergency maintenance - work necessary to address an immediate threat to the security or integrity of GymOS - may be carried out without advance notice. We will tell you about it as soon as is reasonably practicable.

8. Your responsibilities

This section sets out what we do, what you do, and where the line between us sits. GymOS is a software product: we build it, host it, and support it, but how it gets used in your business is your responsibility. This section explains that split clearly so there are no misunderstandings later.

8.1 The split, in summary

8.1.1 You are responsible for:

- (a) learning how GymOS works and ensuring your team are appropriately trained;
- (b) the correctness of any instruction you give us - whether through the GymOS interface, a support ticket, or any other channel;
- (c) verifying the result of any change to your account or configuration, whether you made the change yourself or asked us to make it;
- (d) checking that GymOS is being used in your business in the way you intend; and
- (e) the day-to-day operation of GymOS within your business.

8.1.2 We are responsible for:

- (a) carrying out your instructions technically correctly when you ask us to make changes; and
- (b) the underlying GymOS software working as documented.

8.2 Why the split is drawn here

8.2.1 We are a software provider. We do not run your business, and we do not see your business as you see it. A configuration that is correct for one customer may be wrong for another, and we have no reliable way of knowing which it is for you without you telling us - and even then, only you can confirm whether the result is what you actually wanted.

8.2.2 Because of this, the responsibility for *what* changes are made, and for *checking* that changes have produced the result you intended, sits with you. The responsibility for *executing* the change once instructed, and for the underlying software working correctly, sits with us.

8.3 Configuration changes - your verification responsibility

8.3.1 Whenever a change is made to your account or configuration - whether by you, by a member of your team, or by us at your request - it is your responsibility to verify that the change has produced the result you intended.

8.3.2 If you find that a change has not produced the result you intended, raise a support ticket promptly so we can help you investigate. We will treat the ticket as Moderate or higher under clause 6 if the issue is causing operational impact.

8.3.3 Errors that arise from configuration that you have not verified are your responsibility, regardless of who keyed the configuration in. This applies even where we made the configuration change at your request.

8.4 Onboarding

8.4.1 When you first start using GymOS, we provide initial onboarding as part of your subscription. Onboarding is a structured process designed to get your account configured and your team trained in a reasonable time.

8.4.2 Onboarding requires you to dedicate time to it and to be actively engaged in the process. We can guide and assist; we cannot do it for you, because the decisions onboarding requires (how your business operates, how you want classes structured, what your pricing is, who your members are) are decisions only you can make.

8.4.3 The set-up of your GymOS account remains your responsibility, regardless of any onboarding assistance we provide.

8.4.4 Your Minimum Term begins on the date set out in your Service Agreement. If you do not engage with the onboarding process, or your engagement is delayed, this does not change the start date of your Minimum Term, and it does not change any other obligation in your contract.

8.4.5 We may provide you with an onboarding schedule setting out the work that needs to be done, by whom, and by when, in order to reach a target go-live date. The schedule will identify a series of waypoints - preparatory work, configuration sessions, training sessions, content delivery, and the like.

8.4.6 An onboarding schedule, once provided to you, is a mutual commitment. We commit to delivering our part of each waypoint by the date shown. You commit to delivering your part - including providing information, attending scheduled sessions, completing preparatory work, and giving sign-off where requested - by the dates shown.

8.4.7 If you miss a waypoint, or your delivery against a waypoint is incomplete, the consequences are as follows:

- (a) the resource we had reserved for the next stage of your onboarding cannot be guaranteed to remain available;
- (b) the schedule will shift, and the next available slot in our onboarding calendar will be allocated to you. This may be materially later than the original date;
- (c) all subsequent waypoints, including the target go-live date, will shift accordingly; and
- (d) we will issue you with an updated schedule reflecting the new dates.

8.4.8 Repeated missed waypoints (more than two) may result in your onboarding being paused entirely. We will then work with you to agree a new schedule, which may need to be re-prioritised against the onboarding commitments we have already made to other customers.

8.4.9 The shifting of an onboarding schedule under clause 8.4.7 or 8.4.8 does not change the start date of your Minimum Term (see clause 8.4.4), and it does not entitle you to a refund, credit, or discount.

8.4.10 If we miss a waypoint due to our own delay, we will rebook the affected session at the earliest mutually convenient time at no charge to you. The shifting of subsequent waypoints under clause 8.4.7 does not apply where the missed waypoint was caused by us.

8.4A Migrating from another provider

8.4A.1 This sub-section applies if you are moving to GymOS from another gym-management or member-management system.

8.4A.2 If you are migrating from another provider, the timing of when your contract with that provider ends - and the consequences of ending it - are entirely between you and that provider. We are not party to that contract and we have no role in it.

8.4A.3 We strongly recommend that you build a buffer into your migration plan to cover unforeseen circumstances. Migrations rarely run exactly to plan: data takes longer to extract than expected; staff need more time to train than expected; members need more notice of the change than expected. A two-to-four week overlap between your old system and your live use of GymOS is typical, and the cost of the overlap is almost always less than the cost of being caught short.

8.4A.4 We are not liable for any consequences of delays in your migration that are within your control or your previous provider's control. This includes (but is not limited to):

- (a) early-termination fees, run-off charges, or notice-period charges payable to your previous provider;
- (b) loss of access to your data on your previous system, including any data your previous provider deletes after the end of your contract with them;
- (c) member dissatisfaction or membership cancellations arising from the migration;
- (d) any gap in service between your previous system going dark and your GymOS account going live; and
- (e) we strongly recommend that you engage with your members during the transition period, so they understand the change, the eventual benefit it will bring them, and what (if anything) they need to do. Members who are kept informed are far less likely to cancel.

8.4A.5 If you ask us to assist with migration tasks beyond the standard onboarding (for example, bespoke data extraction work, or accelerated onboarding to meet a fixed deadline you have agreed with your previous provider), we may agree to do so under separate written terms via Gym Assist or as a paid service.

8.4B Cancelling payments and memberships in your previous system

8.4B.1 Before your members are migrated to GymOS, it is your responsibility to ensure that any active payment instructions and recurring memberships in your previous system are cancelled. We are not party to your previous provider's billing arrangements and have no ability to stop them collecting from your members.

8.4B.2 Failure to cancel payments in your previous system at the right time may result in your members being charged twice - once by your previous provider and once through GymOS - for the same period. The consequences of this are your responsibility, including:

- (a) refunding affected members;
- (b) handling member complaints, chargebacks, or disputes;
- (c) any reputational impact on your business; and
- (d) any payment-processor or banking penalties arising from chargebacks.

8.4B.3 We recommend that you treat the cancellation of your previous system's billing as a critical waypoint in your migration plan, and that you confirm cancellation in writing with your previous provider before activating member billing in GymOS.

8.5 Training beyond initial onboarding

8.5.1 Initial onboarding is included in your subscription as set out in clause 8.4.

8.5.2 Additional training, hand-holding, or bespoke configuration assistance is available through Gym Assist or under separate written terms. The fees for this are agreed with you in advance.

8.6 Authorised contacts

8.6.1 We split authority over your account into two categories.

8.6.2 Support tickets. Any employee or other person you have registered as a user in your GymOS account may raise a support ticket. We will respond to whoever raised the ticket and may act on the information they provide.

8.6.3 Contractual matters. The following can only be done by your primary contact, or by someone your primary contact has nominated in writing:

- (a) giving notice to cancel your contract;
- (b) accepting a variation to your contract;
- (c) changing your billing arrangements (including changes to your payment method, payment date, or billing address);
- (d) changing your primary contact; and

(e) any account change that affects security or permissions of others.

8.6.4 You are responsible for keeping your primary contact details and your registered user list current. We may rely on instructions from any person who appears as your primary contact, or as an active registered user of your account, at the time the instruction is given.

8.6.5 If a former member of your team gives us instructions because you did not promptly remove their access, you are responsible for any losses that result. This is a real risk in practice - please make removing former team members part of your offboarding routine.

8.7 Required and optional third-party services

8.7.1 Stripe (required). GymOS uses Stripe to process payments from your members. You must maintain an active Stripe account configured for use with GymOS. Your Stripe account is a contract between you and Stripe - we are not party to it. We are not responsible for Stripe's fees, holds, refunds, chargebacks, or any decisions Stripe makes about your account.

8.7.2 GoCardless Direct Debit (optional). If you choose to enable GoCardless Direct Debit collection through GymOS, you must maintain a valid GoCardless account. As with Stripe, your GoCardless account is a contract between you and GoCardless. We are not responsible for GoCardless's fees, holds, refunds, disputes, or any decisions GoCardless makes about your account. You can choose not to use GoCardless; you cannot choose not to use Stripe.

9. Your conduct, and your team's conduct

This section sets out two things we ask of you and your team: turning up to scheduled meetings, and treating our staff with respect. It also explains what happens if either of these isn't met. We don't expect either situation to arise often, but we want the consequences to be clear in advance so there are no surprises.

9.1 Scheduled meetings

9.1.1 From time to time we will schedule meetings with you - for onboarding, training, account reviews, or any other purpose we both agree. Most of these meetings are included as part of your subscription at no additional charge.

9.1.2 You are expected to attend any meeting you have scheduled with us, on time and ready to engage.

9.2 What counts as non-attendance

9.2.1 We treat any of the following as non-attendance:

- (a) you do not join the meeting at all;
- (b) you join the meeting more than 10 minutes late, without having let us know in advance; or
- (c) you cancel or reschedule the meeting less than one full Business Day before it was due to start.

9.3 Consequences of non-attendance

9.3.1 First instance. A rescheduling fee of £75 plus VAT becomes payable. We will charge this to your payment method on file.

9.3.2 Second instance within any rolling 6-month period. The session is treated as having been delivered. You have no entitlement to reschedule it under your subscription package. If you wish to receive the equivalent session, you may purchase it through Gym Assist or under separate written terms.

9.3.3 Third instance within any rolling 6-month period. We may suspend any further bookings of meetings or sessions with you until you have committed, in writing, to a remedial-attendance plan that we both agree.

9.3.4 The 9.3 consequences apply whether the missed meeting was an included session or a paid one. If a paid session is missed, the fee paid for that session is not refundable, in addition to any consequence under this clause.

9.4 Treating our staff with respect

9.4.1 We are committed to treating you and your team with courtesy and professionalism. We ask the same of you and your team in return.

9.4.2 We treat the following as abusive behaviour towards our staff:

- (a) shouting or swearing;
- (b) personal insults;
- (c) threats, whether direct or implied;
- (d) discriminatory language; or
- (e) repeated aggressive communication after our staff member has asked it to stop.

9.4.3 The fact that one of our staff did not formally object at the time does not mean the behaviour was acceptable. Our staff are not obliged to challenge abusive behaviour as it happens, and the absence of an immediate objection does not waive our right to act under this clause.

9.5 What happens if abusive behaviour occurs

9.5.1 First incident. Support services to the individual involved will be suspended immediately. We will issue a written warning to your primary contact, identifying the behaviour and the staff member affected, and stating that any further incident will trigger termination of your contract under clause 9.5.2. Your product access continues unaffected.

9.5.2 Any further incident, by the same person or by anyone else representing your business. We may terminate your contract on 30 days' written notice. During the 30-day notice period your product access continues, but support services do not.

9.5.3 Severe single incidents. Where an incident is severe - including but not limited to credible threats of violence, serious discriminatory abuse, or sustained personal harassment of a named staff member - we may proceed directly to termination under clause 9.5.2 without a prior warning under clause 9.5.1.

9.5.4 The decision as to whether an incident is severe enough to proceed under clause 9.5.3 is ours to make, acting reasonably.

9.6 Why these clauses are firm

9.6.1 Our staff are entitled to a safe and respectful working environment. We will not ask them to absorb abusive behaviour for the sake of the commercial relationship, and clauses 9.4 and 9.5 reflect that. If you have a complaint about our service, we want to hear it - please raise it through the normal channels (a support ticket or an email to accounts@quoox.com), and we will respond seriously.

10. Data protection, retention, and deletion

This section explains how we handle personal data on your behalf, who else may handle it, what happens to your data when your contract ends, and what you need to do to keep your members' data safe. Our position is straightforward: you own your data, we process it for you, and we hold ourselves to UK GDPR throughout.

10.1 The legal framework

10.1.1 We process Personal Data on your behalf in accordance with the Data Protection Laws.

10.1.2 You are the **data controller** in respect of your members' Personal Data and your staff's Personal Data. We are your **data processor**. This means you decide what data is collected and what it is used for; we process it on your instructions and within the boundaries of this contract.

10.1.3 The standard processor obligations under Article 28 of the UK GDPR apply. The detail of those obligations - including the categories of data subjects, the categories of Personal Data, the purposes of processing, and the security measures we have in place - is set out in Schedule 2 (Data Processing Information).

10.1.4 If you have a data protection question, or wish to make a request under data protection law, contact us at gdpr@quoox.com. We will respond within the timescales required by law.

10.2 Sub-processors

10.2.1 We use third parties to provide certain functions of GymOS - for example, hosting infrastructure, transactional email delivery, SMS gateway services, payment processing, and AI services. These third parties are our **direct Sub-processors**.

10.2.2 The current list of our direct Sub-processors is published at gymos.com/subprocessors. That list forms part of these Terms and Conditions.

10.2.3 We will give at least 14 days' notice on the page before adding or replacing any direct Sub-processor. We do not give individual notice to each customer; the page is the notification channel.

10.2.4 Our direct Sub-processors may themselves engage further sub-processors (their own service providers - for example, a hosting provider's cooling supplier, or a payment processor's banking partner). You authorise this, provided each of our direct Sub-processors is bound by data protection terms equivalent in substance to those in this contract.

10.2.5 We do not maintain a public list of our Sub-processors' sub-processors. Asking each of our Sub-processors to publish their full supply chain in a way we could republish reliably is not realistic, and the protection comes from the equivalent-terms requirement in clause 10.2.4 rather than from a four-layer-deep public list.

10.2.6 Some of our direct Sub-processors are AI service providers. The position on data sent to those providers - including our commitment that your data is not used to train their models - is set out in clause 11.

10.3 Where your data is processed

10.3.1 Your data is hosted on Microsoft Azure infrastructure. We host data in the Azure data centre closest to your physical location, but your data may also be served from, processed in, or temporarily stored at any other Azure data centre we use. The current set of regions in active use is published alongside the Sub-processor list at gymos.com/subprocessors.

10.3.2 Some of our Sub-processors are based outside the United Kingdom. Where your data is transferred outside the UK, the transfer is made under the safeguards permitted by the UK GDPR - typically the UK International Data

Transfer Agreement, the UK Addendum to the EU Standard Contractual Clauses, or transfer to a country with a UK adequacy decision.

10.4 Your responsibilities as data controller

10.4.1 As the data controller, you are responsible for:

- (a) having a lawful basis for collecting and processing each category of Personal Data you upload to GymOS;
- (b) providing the information your members and staff are entitled to under data protection law (typically through a privacy notice);
- (c) responding to data subject requests (such as access requests, deletion requests, and objections to processing) made by your members and staff. We will help you handle these requests where the data is held in GymOS, but the obligation to respond is yours;
- (d) ensuring that your staff who have access to GymOS are trained appropriately on handling Personal Data;
- (e) keeping the access permissions of your staff users current - including promptly removing access when a staff member leaves; and
- (f) telling us promptly if you become aware of a personal data breach affecting data held in GymOS that has not been notified to you by us.

10.5 Security

10.5.1 We maintain technical and organisational security measures appropriate to the risks of the processing. The current measures are set out in Schedule 2.

10.5.2 If we become aware of a personal data breach affecting your data, we will notify you without undue delay and, in any event, within 72 hours of becoming aware. The notification will include the information required under Article 33 of the UK GDPR to the extent it is available at the time, and we will provide further information as it becomes available.

10.5.3 No system is perfectly secure, especially in an era where AI tools, supercomputing, and well-resourced state and criminal actors continuously evolve their capabilities. Our obligation is to maintain appropriate measures and to respond appropriately when something goes wrong, not to guarantee that nothing ever will.

10.6 Exporting your data

10.6.1 GymOS provides export functions that allow you to download your data from the platform at any time during your subscription. The exports cover your member data, your staff data, your transaction data, your booking data, and the other operational data you have entered into the system.

10.6.2 It is your responsibility to use the export functions as part of your normal business continuity practice - at minimum, before any planned change to your subscription, and as soon as you give notice to terminate your contract.

10.6.3 We do not provide a bespoke "data export service" at termination. The export functions in the product are how exports happen.

10.6.4 The export must be done by you or by a person you have authorised under your normal contractual permissions. You must not give our competitors, or any other third party prohibited under clause 13, access to your GymOS account for the purpose of extracting data on your behalf. The extraction is your responsibility, and using a prohibited third party as the extraction tool is the same as giving them direct access. A competitor or other third party may, of course, advise or guide you on how to use the export functions yourself - guidance does not require account access.

10.7 What happens to your data when your contract ends

10.7.1 When your contract ends - for any reason, by either of us - the position is as follows:

- (a) **Production databases.** Your data remains accessible to you in the live system for any period during which your access continues (for example, during a notice period). Once your access ends, your data is deleted from our production databases within 30 days.
- (b) **Backups.** Your data may remain in our backup systems until those backups are cycled out under our standard backup rotation. Backup data is not restored to the live system once your access has ended unless required to recover from critical database loss affecting current customers.
- (c) **Aggregated and anonymised data.** Data that has been aggregated or anonymised in such a way that you and your members can no longer be identified from it may be retained indefinitely. We use this for capacity planning, product improvement, and benchmarking, never for marketing.

10.7.2 We will not provide access to your data after your contract has ended. This includes not providing one-off exports, copies, or extracts. The expectation is that you will have used the export functions in clause 10.6 to download what you need before your access ends. If you have not done so, your data is not available to you after termination, regardless of the reason for termination.

10.7.3 If you become aware after termination that you need data you did not export, contact us. We will tell you whether the data is still recoverable from backups (and bear in mind that, after the standard rotation period, it will not be), and on what basis we are willing to assist. Any such assistance is at our discretion, is not guaranteed, and will be charged for at our standard time-based rates.

10.8 Audits and information requests

10.8.1 If you (or an auditor mandated by you) need information to demonstrate our compliance with our obligations under this section, contact us at gdp@quoox.com. We will provide reasonable assistance, including responding to standard data protection questionnaires.

10.8.2 We do not as standard accommodate on-site audits, given the nature of our infrastructure (cloud-hosted, operated by Sub-processors). On-site audits will only be considered in exceptional cases, where the customer can demonstrate a genuine regulatory or contractual requirement and a clear business benefit to us in accommodating the audit. Where we agree to an on-site audit, the cost is chargeable to you.

10.8.3 Substantial assistance under this clause - including completion of customer-specific data protection questionnaires, security questionnaires, audit responses, or formal compliance attestations - is chargeable at our standard time-based rates. Quotes are provided in advance.

11. Artificial intelligence (AI) features

This section explains how we use AI within GymOS, what happens to your data when AI features are used, and what you remain responsible for. Our position is straightforward: AI is a useful tool inside GymOS, but it is not a substitute for your professional judgement, and the responsibility for what is actually said, done, or published using AI output remains with you.

11.1 What AI we use, and what it's for

11.1.1 GymOS includes features powered by third-party AI services. We use these AI services to support specific operational tasks within GymOS - for example, generating draft content, image generation, drafting communications, summarising information, suggesting workouts or programmes, analysing patterns, and similar productivity-focused functions.

11.1.2 The current list of AI service providers we use is published at gymos.com/ai-providers. That list forms part of these Terms and Conditions. We update the list as our AI Sub-processors change, and we will give at least 14 days' notice on the page before adding or replacing any AI Sub-processor.

11.1.3 AI features are part of the GymOS platform. They are not a standalone AI service, and you must not use them as a substitute for one. In particular:

- (a) you must not extract AI output systematically or in bulk for use outside GymOS;
- (b) you must not resell AI output as a standalone product;
- (c) you must not use AI output (or insights gained from using AI features) to build, train, or improve a competing system; and
- (d) you must not attempt to extract, reverse-engineer, or reconstruct the prompts, configurations, or models that drive AI features.

11.2 Your data, and AI providers

11.2.1 Where we send your data to an AI Sub-processor, that data is sent only to the extent necessary to perform the function you have requested. We do not bulk-export your data to AI providers, and we do not send data to AI providers for purposes other than the AI feature being used.

11.2.2 We commit that your data is not used by our AI Sub-processors to train their models. We have terms in place with each AI Sub-processor that confirm this position, and we review those terms when we add a new Sub-processor and at least annually thereafter.

11.2.3 If an AI Sub-processor changes its position on training data in a way that conflicts with clause 11.2.2, we will either remove that Sub-processor from our supply chain or seek terms that restore the original position. Until we do so, we will not send Customer Data to that Sub-processor for training-eligible processing.

11.2.4 The standard data protection terms in clause 10 apply to all data sent to AI Sub-processors. AI Sub-processors appear on the Sub-processor list at gymos.com/subprocessors as well as the AI providers list at gymos.com/ai-providers.

11.3 The nature of AI output

11.3.1 AI output is generated by probabilistic models. This means that:

- (a) the output may be inaccurate, incomplete, or out of date;
- (b) the same input may produce different outputs at different times;

(c) the output may contain plausible-sounding but factually wrong information (sometimes called "hallucinations"); and

(d) the output may unintentionally cause offence, including in ways that are not predictable from the input.

11.3.2 You acknowledge these characteristics of AI output and accept that they are inherent to the technology.

11.4 Your responsibility for AI output

11.4.1 You are responsible for reviewing, editing, verifying, and approving any AI output before you act on it, send it, publish it, or otherwise rely on it.

11.4.2 You must not rely on AI output as professional advice. In particular, you must not rely on AI output for:

- (a) medical, health, fitness, or nutritional advice to your members or clients;
- (b) legal advice;
- (c) financial, accounting, or taxation advice;
- (d) regulatory or compliance advice; or
- (e) any other advice where reliance on inaccurate information could cause harm to a person, breach of a regulation, or financial loss.

11.4.3 If you publish, send, or act on AI output without reviewing it, you are responsible for the consequences. This includes complaints, claims, regulatory action, and reputational impact arising from the AI output.

11.4.4 We accept no liability for AI output, for the consequences of you acting on AI output, or for any reliance you or any third party places on AI output. The general liability provisions in clause 12 apply, but the position on AI output is firmer than the general position because the nature of probabilistic output cannot reasonably be guaranteed.

11.5 What AI features must not be used to do

11.5.1 You must not use the AI features in GymOS to generate, request, or distribute content that:

- (a) is unlawful;
- (b) is defamatory, harassing, discriminatory, or abusive;
- (c) is sexually explicit, sexually suggestive, or contains nudity;
- (d) is violent or threatening;
- (e) is misleading or fraudulent;
- (f) infringes intellectual property rights of any person;
- (g) breaches advertising standards, health regulations, or professional fitness guidance; or
- (h) breaches the acceptable-use terms of any AI Sub-processor we rely on (those terms are reflected in our published AI providers list and in our Acceptable Use Policy at Schedule 1).

11.5.2 Breach of clause 11.5.1 may result in immediate suspension of your access to AI features, and may, depending on severity, result in termination of your contract under clause 13.

11.6 Fair usage applies

11.6.1 The fair-usage provisions in clause 6.6 apply to AI features. AI processing is significantly more expensive for us per unit than other GymOS functions, and disproportionate consumption - whether by automated tooling, repeated regeneration of similar output, or otherwise - falls within unfair usage.

11.7 Availability and changes to AI features

11.7.1 AI features depend on third-party AI Sub-processors. We are not responsible for outages, performance degradation, or changes in capability of those Sub-processors.

11.7.2 We may modify, replace, restrict, rate-limit, or remove AI features at any time, including replacing one AI Sub-processor with another. We do this for reasons including provider reliability, cost, capability, regulatory compliance, and customer feedback.

11.7.3 Where the change is material - for example, the removal of an AI feature that you actively use, or a replacement that materially changes the character of the output - we will give reasonable notice and will explain what has changed.

12. Liability and indemnities

This section sets out the limits of what we are responsible for if something goes wrong, and the situations in which one of us has to pay the other's costs if a third party makes a claim. The position is firm but not unusual: it reflects standard practice for B2B SaaS contracts under English law, with limits that are reasonable given the price of the service.

12.1 What we don't try to limit

12.1.1 Nothing in this contract limits or excludes liability that cannot be limited or excluded under English law. This includes:

- (a) liability for death or personal injury caused by negligence;
- (b) liability for fraud or fraudulent misrepresentation; and
- (c) any other liability that English law treats as unexcludable.

12.1.2 Where this section limits a particular type of liability, the limit is subject to clause 12.1.1.

12.2 The cap on our liability

12.2.1 Subject to clause 12.1, our total liability to you under or in connection with your contract - across all events, all claims, and the entire life of the contract - is capped at the greater of:

- (a) £5,000; and
- (b) the total amount you have paid us in the 12 months immediately before the event giving rise to the claim.

12.2.2 The cap in clause 12.2.1 applies whether the claim is brought in contract, in tort (including negligence), for breach of statutory duty, or on any other legal basis.

12.2.3 We have set the cap at this level deliberately, with reference to the price of the service. A higher cap would require a higher price, and most customers would prefer the price they pay over the cap they would otherwise receive.

12.3 Losses we exclude entirely

12.3.1 We are not liable for any of the following losses, whether direct, indirect, or consequential:

- (a) loss of profits;
- (b) loss of anticipated savings;
- (c) loss of revenue or income;
- (d) loss of business, contracts, or commercial opportunities;
- (e) loss of goodwill or reputation;
- (f) loss or corruption of data (subject to clause 10.5 on personal data breaches);
- (g) loss of use or production;
- (h) any indirect or consequential loss of any kind; and
- (i) loss of members, including but not limited to: members cancelling their memberships; members declining to renew; members reducing their level of engagement or spend with you; or members switching to a competitor of yours.

12.3.2 The exclusions in clause 12.3.1 apply whether or not the loss was foreseeable, and whether or not we were told it was a possibility.

12.4 What we will indemnify you for

12.4.1 We will indemnify you against any losses, damages, costs, and reasonable legal expenses you actually suffer or incur as a direct result of:

- (a) a third-party claim that your use of GymOS, in accordance with this contract, infringes that third party's intellectual property rights; or
- (b) a personal data breach affecting your data and caused by us, where the breach is not the result of any act or omission on your part.

12.4.2 The indemnity in clause 12.4.1 is subject to the cap in clause 12.2.

12.4.3 If a claim falls within clause 12.4.1(a), we may at our option:

- (a) modify GymOS so that it no longer infringes;
- (b) procure for you the right to continue using GymOS as it stands; or
- (c) terminate the affected feature or your contract, and refund any prepaid charges for the period after termination.

12.5 What you will indemnify us for

12.5.1 You will indemnify us against any losses, damages, costs, and reasonable legal expenses we actually suffer or incur as a direct result of:

- (a) your misuse of GymOS, including any use in breach of this contract or of the Acceptable Use Policy at Schedule 1;
- (b) any third-party claim arising from your data, including claims by your members, your staff, or any other person whose data you have entered into GymOS;
- (c) any losses arising from instructions given to us by former members of your team whose access you did not promptly remove (see clause 8.6.5); and
- (d) your breach of clauses 11.4 or 11.5 in connection with AI features.

12.5.2 The indemnity in clause 12.5.1 is not subject to the cap in clause 12.2. The reason: the cap exists to protect us against open-ended liability for our own performance, not to limit your responsibility for things that are within your control.

12.6 Procedural requirements for indemnities

12.6.1 If you become aware of a matter that may give rise to an indemnity claim under clause 12.4, you must:

- (a) notify us promptly, and in any event within 14 days of becoming aware;
- (b) not admit liability or settle the claim without our prior written agreement;
- (c) provide us with all information and assistance we reasonably request; and
- (d) allow us to take conduct of the claim, including all negotiations and any settlement.

12.6.2 The same obligations apply, in mirror, to us if we become aware of a matter that may give rise to an indemnity claim under clause 12.5.

12.6.3 If you fail to comply with clause 12.6.1, we are not required to indemnify you to the extent that the failure has prejudiced our position. The same applies in mirror to us under clause 12.6.2.

12.7 Mitigation

12.7.1 Each of us must take reasonable steps to mitigate any loss we suffer that the other might be liable for. Failure to mitigate reduces the amount that can be claimed by the amount that mitigation would have saved.

12.8 Time limit on claims

12.8.1 Either of us must bring any claim under or in connection with this contract within 12 months of becoming aware of the facts giving rise to the claim. After that period, the claim is barred.

12.8.2 The 12-month period in clause 12.8.1 does not apply to claims under clause 12.1 (excluded liability) or to claims for unpaid sums.

12.9 Insurance

12.9.1 Each of us must maintain reasonable insurance cover appropriate to the liabilities we may have under or in connection with this contract. We do not specify amounts, providers, or types of policy - the appropriate cover is for each of us to determine, taking into account the nature of our business and the cap on liability in clause 12.2.

12.9.2 Each of us will, on the other's reasonable request, provide a high-level summary of the insurance cover we maintain. Neither of us is required to share underlying policy documents, premium information, or commercially sensitive details.

13. Termination and what comes after

This section sets out the ways your contract with us can come to an end, what each of us can do during the notice period, what happens to outstanding charges, and the protections that continue after termination - including our IP and our customer base. The position is firm where it needs to be (so we can disengage cleanly from problem situations) and fair where it should be (so good customers leaving for good reasons can do so without friction).

13.1 How termination can happen

13.1.1 Your contract may come to an end in any of the following ways:

- (a) **You give notice.** You can give notice to terminate after the Minimum Term, on the notice period and other terms set out in clause 4.
- (b) **We give notice.** We can terminate by giving 60 days' written notice at any time, for any reason, as set out in clause 4.
- (c) **Material breach.** Either of us can terminate if the other commits a material breach of the contract that is either not capable of being remedied, or is remediable but is not remedied within 30 days of being given written notice asking for it to be remedied.
- (d) **Persistent breach.** Either of us can terminate if the other persistently breaches the contract, even where individual breaches would not on their own be material.
- (e) **Insolvency.** Either of us can terminate immediately if the other becomes insolvent, enters administration, has a receiver appointed, passes a winding-up resolution (other than for solvent reorganisation), or is the subject of any equivalent process. If you are an individual sole trader, the same applies on bankruptcy or incapacity.
- (f) **Late payment.** We can terminate under the late-payment process in clause 5.5.
- (g) **Variation rejection.** You can terminate within 14 days of being notified of a material adverse variation, as set out in clause 4.5.
- (h) **Conduct.** We can terminate in connection with abusive behaviour, as set out in clause 9.5.
- (i) **Customer commencing legal proceedings.** This is dealt with in clause 13.2.
- (j) **Change of customer ownership.** We can terminate following a Change of Ownership of your business, as set out in clause 13.7.

13.2 If you commence legal proceedings against us

13.2.1 If you commence formal legal proceedings against us in respect of the GymOS service or this contract, we may treat that as your notice of termination.

13.2.2 Where we treat the commencement of proceedings as notice under clause 13.2.1, termination takes effect at the end of the then-current billing period. The legal proceedings continue independently of the termination - we are not requiring you to discontinue the proceedings, and the termination is not a remedy or a counter-claim. It simply reflects that the commercial relationship has reached a point where continuation does not make sense for either of us.

13.2.3 Clause 13.2 is not intended to discourage you from raising a genuine concern with us. If you have a concern, raise it through the normal channels first - a support ticket, an email to accounts@quoox.com, or a conversation with us. We would much rather resolve a problem than receive a court summons.

13.3 Acceleration on early termination

13.3.1 If your contract ends during the Minimum Term - whether because you terminated early without grounds, or because we terminated for cause under clauses 13.1.1(c), (d), (e), (f), or (h) - you remain liable for the full subscription charges that would have been payable for the rest of the Minimum Term. This amount is payable as a debt.

13.3.2 You may pay this amount either by continuing to make your monthly payments through to the end of the Minimum Term, or as a single lump sum. We will tell you which we require, having regard to the circumstances of termination.

13.3.3 The acceleration in clause 13.3.1 does not apply where the contract ends because:

- (a) we terminated under clause 13.1.1(b) (our 60-day notice without cause);
- (b) you terminated under clause 13.1.1(c), (d), or (e), based on something we have done or that has happened to us;
- (c) you terminated under clause 13.1.1(g) (rejection of a material adverse variation we proposed); or
- (d) we terminated under clause 13.1.1(j) (Change of Ownership) - see clause 13.7.5.

13.3.4 The acceleration in clause 13.3.1 is a debt claim, not a damages claim. It is calculated by reference to the price you agreed to pay for the contracted Minimum Term, and is not a penalty.

13.4 What happens during the notice period

13.4.1 During any notice period - whether given by you or by us - your access to GymOS continues, and we continue to provide support, on the same terms as before. You continue to pay your subscription as normal.

13.4.2 You are responsible for using the export functions in GymOS to download your data before your access ends. The position on data after termination is set out in clause 10.7.

13.4.3 If your access has been suspended under clause 5.5 (late payment), the suspension remains in force during the notice period. Notice and suspension run in parallel; suspension does not pause the notice period, and notice does not lift the suspension.

13.5 Non-compete and IP protection

13.5.1 During the term of your contract and for 12 months after it ends, you must not:

- (a) reverse-engineer, decompile, scrape, or attempt to extract the source code, models, or underlying logic of GymOS or GymOS FitnessHub;
- (b) replicate the look-and-feel of GymOS or GymOS FitnessHub; or
- (c) build, develop, or contribute to a derivative product based on insights gained from your use of GymOS, GymOS FitnessHub, or any related materials.

13.5.2 During the term of your contract and for 12 months after it ends, you must not provide GymOS or GymOS FitnessHub access to:

- (a) known competitors of ours; or
- (b) any third party engaged in (or reasonably likely to become engaged in) the development, design, or commercialisation of fitness-industry software.

13.5.3 During the term of your contract and for 12 months after it ends, you must not provide GymOS or GymOS FitnessHub access to industry consultants, advisors, or persons holding themselves out as fitness-industry experts, without our prior written approval. We will respond to approval requests within a reasonable time and will not unreasonably withhold approval; we are entitled to ask why access is being requested before deciding.

13.5.4 The following are permitted, and clauses 13.5.2 and 13.5.3 do not restrict them:

- (a) **Exported data.** Providing access to data you have exported from GymOS using the export functions in the product. Once data has been exported, what you do with it is your business.
- (b) **Professional advisors.** Access by your professional advisors (such as accountants, auditors, lawyers, and tax advisors) acting in their professional capacity. The "in their professional capacity" qualifier matters: a person who is your accountant *and* who is also developing fitness-industry software does not get the free pass for the second hat.
- (c) **Guidance without access.** A competitor or any other third party may advise or guide you on how to use the export functions yourself. Guidance does not require account access.

13.6 Remedies for breach of clause 13.5

13.6.1 If you breach clause 13.5, we are entitled to seek any combination of the following remedies:

- (a) **Injunctive relief.** A court order requiring you to stop the breach. We may seek this without first having to claim damages, and without first having to give a chance to remedy.
- (b) **Damages.** Compensation for the loss we have suffered as a result of the breach.
- (c) **Disgorgement of profits.** Payment to us of any profit you have made from the breach.

13.6.2 The remedies in clause 13.6.1 are cumulative - we may seek any or all of them - and are without prejudice to any other rights we have under this contract or at law.

13.7 Change of ownership of your business

13.7.1 We include this clause because Change of Ownership is one of the few situations where the commercial relationship that made sense before may no longer make sense afterwards. In practice, we rarely exercise the right to terminate under this clause. The realistic scenarios it exists for are: where a competitor of ours acquires you, where the new owner is a person we have specific reason to be uncomfortable working with, or where the new ownership signals a fundamental change in the nature or scale of your business. For most ordinary changes of ownership - succession planning, retirement, partnership changes, a new investor coming in - we expect the contract to continue, often on revised commercial terms (see clause 4).

13.7.2 You must notify us within 30 days of any Change of Ownership, as required under clause 4.7. The notification must include enough information for us to identify the new ownership.

13.7.3 Within 60 days of receiving your notification (or, if you fail to notify us within 30 days, within 60 days of us becoming aware of the Change of Ownership by other means), we may give you written notice that we are terminating your contract on grounds of Change of Ownership.

13.7.4 Where we give notice under clause 13.7.3, termination takes effect at the later of:

- (a) 60 days after the date of our notice; and
- (b) the end of your Minimum Term, if your Minimum Term has not yet ended.

13.7.5 If we do not give notice under clause 13.7.3 within the 60-day window, the contract continues - but on the revised commercial terms set out in clause 4.7.3 (pricing reverts to list price; preferential pricing requires a new signed contract).

13.7.6 Acceleration under clause 13.3 does not apply to termination under this clause 13.7. Where termination under clause 13.7 takes effect before the end of your Minimum Term, you remain liable only for the subscription charges payable up to the termination date, not the full remaining Minimum Term.

13.7.7 Failure to notify us of a Change of Ownership within the 30-day period in clause 4.7 is a breach of this contract. Where the failure is material - for example, the Change of Ownership has been concealed from us, or the new ownership is one we would have terminated for - that breach may itself constitute grounds for termination under clause 13.1.1(c).

13.8 Provisions that survive termination

13.8.1 The following provisions of this contract survive termination and continue to apply after the contract has ended:

- (a) clause 10.7 (data after termination);
- (b) clause 12 (liability and indemnities) in respect of acts or omissions occurring before termination;
- (c) clause 13.3 (acceleration);
- (d) clause 13.5 (non-compete and IP protection), for the period stated in that clause;
- (e) clause 13.6 (remedies);
- (f) clause 14 (public statements about GymOS);
- (g) any provision of this contract that expressly says it survives termination, or that by its nature is intended to do so; and
- (h) any rights or obligations of either of us that have accrued before termination.

14. Public statements about GymOS

This section deals with what you can and cannot say publicly about us, and what we can do in response. Our position is straightforward: honest reviews and honest opinions are fine, even if they're critical; false or misleading statements are not. If you do make public statements, you accept that we have the right to respond publicly with the relevant facts.

14.1 What you can say

14.1.1 You are free to make honest, accurate public statements about GymOS - whether positive, negative, or somewhere in between. This includes leaving genuine reviews on review platforms, posting honest opinions on social media, and speaking honestly about your experience to other gym operators or industry peers.

14.1.2 Honest opinion is not restricted by this clause, even where the opinion is unfavourable to us. You may say that you found GymOS difficult to use, that our support did not meet your expectations, that you preferred a previous system, or any similar honestly-held view.

14.2 What you must not say

14.2.1 You must not make public statements about GymOS that are false, misleading, or deliberately incomplete in a way that creates a false impression. This includes:

- (a) statements of fact that are not true;
- (b) statements that suggest a feature does not exist when it does, or that suggest a problem exists when it does not;
- (c) statements that misrepresent the cause of an issue (for example, attributing to GymOS an issue that was actually caused by your configuration, your data, your members' devices, or a third-party service);
- (d) statements that misrepresent our response to an issue;
- (e) statements that quote us or our staff out of context, or that attribute statements to us or our staff that were not made; and
- (f) statements made under a pretence of being a current or former customer when you are not, or were not, what you claim to be.

14.2.2 Clause 14.2.1 applies whether the statement is made in your own name, anonymously, pseudonymously, or through a third party acting on your behalf.

14.3 Our right to respond

14.3.1 If you make a public statement about GymOS, you agree that we may publish factual information necessary to provide context, correction, or response.

14.3.2 The right in clause 14.3.1 includes the right to publish information that would otherwise be confidential under this contract, provided the disclosure is limited to what is reasonably necessary to address the statement you have made.

14.3.3 Examples of information we may publish in response include:

- (a) the dates of your subscription with us;
- (b) the modules or features you used;
- (c) the support tickets you raised, including their content and our responses, where relevant to the public statement;

- (d) the configuration choices you made, where relevant to the public statement;
- (e) the reason for any termination of your contract; and
- (f) any other factual information necessary to correct or contextualise your statement.

14.3.4 We will not, in exercising this right:

- (a) publish your members' personal data;
- (b) publish your staff's personal data beyond what is necessary to identify the person making the statement (for example, the name of the individual who left a review under their own name);
- (c) publish your business's commercial or financial data beyond what is necessary to address the statement; or
- (d) publish information that is more sensitive than the statement we are responding to requires.

14.4 Access to channels

14.4.1 Where you have made a public statement about us on a channel that does not allow us to post a response by default - for example, a closed forum, a moderated review platform, a customer-controlled social media account, or a publication you have written for - you must take reasonable steps to enable us to post a public response on that same channel.

14.4.2 Reasonable steps under clause 14.4.1 include:

- (a) granting us posting access to the channel where this is within your control;
- (b) requesting that the platform allow us to respond, where the platform has such a process; or
- (c) where neither (a) nor (b) is possible, posting our response on our behalf without alteration, addition, or commentary.

14.4.3 If you decline to take reasonable steps under clause 14.4.1, we may publish our response on our own channels (including but not limited to our website, our social media accounts, and any communications we send to our customer base) and refer to your statement and your refusal to allow a direct response.

14.5 Why this section exists

14.5.1 We include this section because the alternative - saying nothing - would leave us unable to defend our reputation against false or misleading statements. This is not about silencing legitimate complaints. If you have a complaint, please raise it with us first through the normal channels (see clause 6). The vast majority of complaints get resolved that way, and never need to become public statements at all.

15. General

This section covers the standard contract plumbing - how we give each other formal notice, what happens if either of us is prevented from performing by something outside our control, and the legal framework that governs the contract as a whole.

15.1 Notices

15.1.1 Any formal notice required or permitted under this contract must be given in writing.

15.1.2 Notices to us must be sent to accounts@quoox.com, or, if the notice relates to data protection, to gdpr@quoox.com. Notices may also be sent by post to our registered office (Bridge House, 41 Wincolmllee, Hull, East Yorkshire, England, HU2 8AG) marked for the attention of the Directors.

15.1.3 Notices to you will be sent to the email address recorded for your primary contact in your GymOS account at the time the notice is given. It is your responsibility to keep that email address current.

15.1.4 Notices given by email are deemed to have been received at the time the email is sent, provided no failure-of-delivery message is received. Notices sent by post are deemed to have been received two Business Days after the date of posting.

15.2 Force majeure

15.2.1 Neither of us is liable for any failure or delay in performing our obligations under this contract (other than an obligation to make a payment) caused by an event outside our reasonable control. This includes acts of God, war, terrorism, civil unrest, government action, pandemic, fire, flood, earthquake, failure of public utilities, and failure of the internet or any public telecommunications network.

15.2.2 The party affected by a force majeure event must notify the other as soon as is reasonably practicable, and must take reasonable steps to mitigate its effects.

15.2.3 If a force majeure event continues for more than 60 days, either of us may terminate this contract on written notice to the other. Termination under this clause does not trigger acceleration under clause 13.3.

15.3 Assignment and subcontracting

15.3.1 You may not assign or transfer your rights or obligations under this contract without our prior written consent.

15.3.2 We may assign or transfer our rights and obligations under this contract to any successor or affiliate, or in connection with the sale of our business or any part of it. We will give you notice if we do so.

15.3.3 We may subcontract the performance of any of our obligations under this contract. We remain responsible to you for the performance of any subcontracted obligations.

15.4 Entire agreement

15.4.1 This contract - together with the Service Agreement and the Schedules - sets out the entire agreement between us in respect of the GymOS service. It supersedes any prior agreements, representations, understandings, or arrangements between us on that subject.

15.4.2 Each of us acknowledges that, in entering into this contract, we have not relied on any representation, statement, or assurance not expressly set out in this contract. Nothing in this clause limits liability for fraud or fraudulent misrepresentation.

15.5 Waiver

15.5.1 No failure or delay by either of us to exercise any right or remedy under this contract operates as a waiver of that right or remedy. No single or partial exercise of any right or remedy prevents any other or further exercise of it.

15.6 Severability

15.6.1 If any provision of this contract is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions continue in full force and effect. The invalid or unenforceable provision will, to the extent possible, be modified to achieve the closest enforceable result to what was intended.

15.7 Third party rights

15.7.1 A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

15.8 Governing law and jurisdiction

15.8.1 This contract is governed by and to be construed in accordance with the laws of England and Wales.

15.8.2 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this contract, including any dispute as to its existence, validity, or termination.

Schedule 1 - Acceptable Use Policy

This Schedule sets out the rules governing your use of GymOS, the content you upload to it, and the way your members and staff interact with it. The rules are written to be readable, but they are real rules - breach can result in suspension, termination, or both.

1 Who this applies to

- 1.1** This Acceptable Use Policy applies to you, to your team, to your members, and to anyone else who uses GymOS through your account.
- 1.2** You are responsible for ensuring that everyone who uses GymOS through your account complies with this Policy. We treat any breach by a person using your account as a breach by you.

2 General use

- 2.1** You must not use GymOS in any way that:
- (a) is unlawful, fraudulent, deceptive, or harmful;
 - (b) is intended to disrupt, degrade, or interfere with the operation of GymOS or its availability to other customers;
 - (c) attempts to gain unauthorised access to any system, account, or data;
 - (d) introduces viruses, malware, or other harmful code; or
 - (e) breaches the rights (including intellectual property rights, privacy rights, and data protection rights) of any person.

3 Content uploaded to GymOS

- 3.1** You must not upload, store, or transmit through GymOS any content that:
- (a) is unlawful;
 - (b) is defamatory, obscene, indecent, or pornographic;
 - (c) depicts or facilitates violence, abuse, or exploitation;
 - (d) incites hatred or discrimination on any basis;
 - (e) infringes any person's intellectual property rights;
 - (f) breaches confidentiality obligations or data protection law;
 - (g) constitutes spam or unsolicited commercial communications; or
 - (h) misrepresents your identity or the identity of any other person.

4 Communications with your members

- 4.1** GymOS provides communication tools (email, SMS, in-app messaging) for you to communicate with your members in connection with your gym business. You must use these tools only for that purpose.
- 4.2** You must not use GymOS communication tools for:
- (a) marketing communications to people who have not consented to receive them;
 - (b) communications unrelated to your gym business;
 - (c) sending content that is harassing, abusive, or threatening; or

- (d) any purpose that breaches the Privacy and Electronic Communications Regulations or other applicable communications law.

5 Security

5.1 You must:

- (a) keep your account credentials confidential and secure;
- (b) use strong, unique passwords;
- (c) not share your account credentials with any other person, except as expressly permitted by this contract (e.g. by registering separate users);
- (d) tell us immediately if you suspect any unauthorised access to or use of your account; and
- (e) not attempt to bypass, disable, or circumvent any security feature of GymOS.

6 Data scraping and automation

6.1 You must not:

- (a) use automated tools (bots, scrapers, crawlers) to access GymOS, except for legitimate integrations using interfaces we have made available;
- (b) systematically extract data from GymOS other than through the export functions we provide;
- (c) place undue load on GymOS through automated activity; or
- (d) reverse-engineer GymOS or any part of it.

7 Consequences of breach

7.1 If you breach this Policy, we may:

- (a) remove or restrict access to the content concerned;
- (b) suspend your access to GymOS, in whole or in part;
- (c) terminate your contract under clause 13;
- (d) report the breach to relevant authorities, where required or appropriate; and
- (e) take any other action available to us under this contract or at law.

7.2 For serious breaches - including breaches that pose an immediate risk to other customers, to our infrastructure, or to third parties - we may take action without prior notice.

Schedule 2 - Data Processing Information

This Schedule sets out the detail required by Article 28 of the UK GDPR. It describes the categories of data subjects and Personal Data we process, the purposes of processing, and the security measures we have in place. This Schedule supplements clause 10 of the Terms and Conditions.

1 Roles

1.1 You are the data controller. We are your data processor. Sub-processors engaged by us act as further processors.

2 Subject matter and duration of processing

2.1 The subject matter of the processing is the provision of GymOS to you. The duration of processing is the term of your contract, plus the retention period set out in clause 10.7.

3 Nature and purpose of processing

3.1 We process Personal Data on your behalf for the following purposes:

- (a) storing, organising, and retrieving member and staff data on your behalf;
- (b) processing payment instructions and managing membership records;
- (c) sending communications you initiate (email, SMS, in-app messages);
- (d) generating reports and analytics for your use;
- (e) providing AI-powered features as described in clause 11; and
- (f) any other purposes reasonably necessary to provide GymOS to you.

4 Categories of data subjects

4.1 The categories of data subjects whose Personal Data we process on your behalf include:

- (a) your members and prospective members;
- (b) your staff and contractors;
- (c) your authorised contacts; and
- (d) any other individuals whose data you upload to or input into GymOS.

5 Categories of Personal Data

5.1 The categories of Personal Data we process on your behalf include:

- (a) identity and contact data (name, email address, phone number, postal address, date of birth);
- (b) membership and account data (membership type, joining date, attendance records, booking history);
- (c) payment and transaction data (payment method tokens - note: full card numbers are held by Stripe, not by us - payment history, outstanding balances);
- (d) health and fitness data (where you collect this from your members for fitness or programming purposes);
- (e) communication content (messages sent through GymOS); and
- (f) any other data you upload.

5.2 You should not upload special category data (such as detailed health records) to GymOS unless you have a clear lawful basis for doing so under Article 9 of the UK GDPR. We do not contractually limit you from uploading special category data, but we expect you to handle it lawfully.

6 Security measures

6.1 We implement appropriate technical and organisational measures to protect Personal Data, including:

- (a) encryption of data in transit using current industry-standard protocols;
- (b) encryption of data at rest;
- (c) access controls, with role-based access and audit logging;
- (d) secure software development practices and regular security reviews;
- (e) use of reputable cloud infrastructure providers (Microsoft Azure) with their own SOC 2, ISO 27001 and equivalent certifications;
- (f) regular backups and tested restoration procedures;
- (g) staff training on data protection and security;
- (h) a documented incident response process;
- (i) background checks on staff with access to production systems; and
- (j) physical security of office premises and devices used to access production systems.

7 Sub-processors

7.1 Our current direct Sub-processors are listed at gymos.com/subprocessors. The list includes the name of each Sub-processor, the function they provide, and the data processing location.

8 International transfers

8.1 Where Personal Data is transferred outside the United Kingdom, the transfer is made under the safeguards permitted by the UK GDPR - typically the UK International Data Transfer Agreement, the UK Addendum to the EU Standard Contractual Clauses, or transfer to a country with a UK adequacy decision.

9 Data subject rights

9.1 We will assist you in responding to data subject requests as set out in clause 10.4(c). The principal mechanism is the data export function in GymOS, which allows you to extract data relating to a specific data subject.

Schedule 3 - Pricing

This Schedule sets out the basis of our pricing. Specific prices for your subscription are in your Service Agreement.

1 Subscription pricing

1.1 Your subscription pricing is set out in your Service Agreement. Pricing is exclusive of VAT, which is added at the prevailing rate.

1.2 We do not publish a public rate card. New subscription pricing is provided on enquiry.

2 Annual price uplift

2.1 Subscription pricing is subject to the annual uplift set out in clause 4.6 (the higher of RPI and CPIH, plus up to 3%).

3 After the Minimum Term

3.1 At the end of the Minimum Term, pricing reverts to our standard list price as set out in clause 4.2.

4 Specific charges referred to in the Terms and Conditions

4.1 The following charges are referred to in these Terms and Conditions and are listed here for convenience. They are subject to change in accordance with clause 4.5 (variation).

- (a) **SMS / text message charges (clause 5.3):** our cost plus 1p per message block of up to 160 characters, plus VAT. Billed monthly in arrears.
- (b) **Late-payment administration fee (clause 5.5.3):** £25 plus VAT, applied every three days that a payment remains overdue from day 3 onwards.
- (c) **Meeting rescheduling fee (clause 9.3.1):** £75 plus VAT per instance of non-attendance.
- (d) **Late-payment interest (clause 5.6):** statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998 (currently 8% above Bank of England base rate, plus statutory fixed compensation per invoice).

5 Time-based charges for additional services

5.1 Where this contract refers to charges at our standard time-based rates (for example, in clauses 10.7.3 and 10.8.3), our current rates are provided on enquiry. We provide a quote in advance of any chargeable work.

6 Gym Assist and other paid services

6.1 Pricing for Gym Assist and other paid services is agreed with you in advance, under separate written terms.

- End of GymOS Terms and Conditions -

