

Service Agreement



between Quoox Ltd. trading as GymOS, and

[CLIENT NAME]

[DATE]



Summary of your service agreement

This document is a summary of your service agreement with us. It tells you, in plain English, what you are agreeing to. The full legal detail is in our Terms and Conditions, which sit alongside this document. If you have any questions about anything below, please ask us before you sign.

What am I agreeing to?

You are subscribing to GymOS, the gym management software made by us, Quoox Ltd. The specific products and features you are subscribing to are listed in the Service Schedule at the end of this document.

Your agreement is made up of three things: this Service Agreement, the Service Schedule, and our full Terms and Conditions. The Terms and Conditions add the legal detail to what is summarised here. They are published at gymos.com/terms - the version that applies to you is the one in force on the date you sign this document.

If anything in this Service Agreement and the Terms and Conditions ever appears to conflict, the Service Agreement wins on the specific point of conflict - but only on that point, and only to the extent of the conflict.

Who are we?

We are Quoox Ltd., trading as GymOS. We are a company registered in England and Wales (company number 11957607). Our registered office is Bridge House, 41 Wincolmlee, Hull, East Yorkshire, England, HU2 8AG. Our VAT number is GB369347652.

When this document says "we", "us", or "our", it means us. When it says "you" or "your", it means the business named at the top of this document.

What do we do, and what do you do?

We build, host, and support the GymOS software. You run your gym business using it. The split of responsibility matters, so it is worth being clear about it now rather than after a misunderstanding.

We are responsible for keeping GymOS running, fixing genuine bugs, applying security updates, and carrying out your instructions correctly when you ask us to make changes within the scope of our agreement.

You are responsible for learning how GymOS works, training your team, configuring your account in the way that suits your business, deciding what data goes into it, communicating with your members, and checking that any change you have made (or asked us to make) has produced the result you actually wanted.

GymOS is a software product. We do not run your business and we cannot see your business as you see it - so we cannot decide for you what your settings should be, what your prices should be, or what your members need. If you want hand-holding through these decisions, ask us about Gym Assist (our paid additional service).

How do I pay?

You pay your subscription monthly, in advance, by Direct Debit or by credit or debit card. You must keep at least one valid card on file with us at all times, even if your normal payment is by Direct Debit. We do not accept pre-paid cards or stored credit cards as the card on file.

Prices in your Service Schedule are shown before VAT or other applicable taxes. Where VAT or other taxes apply to your account, we add them at the prevailing rate when we invoice you. VAT does not apply to most of our customers based outside the UK.

Is there a setup cost?

If your subscription has a setup cost, it will be shown in your Service Schedule. Where there is a setup cost, you must pay it (and your first subscription payment) before we activate your account.

Are there any other costs?

Beyond your subscription and any setup cost, the most common extra cost is text messages. SMS messages sent through GymOS are charged at our cost plus 1p per message block of up to 160 characters, plus VAT or other applicable tax. We bill these monthly in arrears.

Other extras (for example, Gym Assist, training beyond initial onboarding, or bespoke work) are agreed with you in advance under separate written terms before any charge is incurred.

How long does my subscription last?

Your minimum term is 12 months, starting on the date set out in your Service Schedule.

After the 12 months are up, your subscription continues on a rolling monthly basis at our discretion. In practice, we expect to continue providing GymOS to you - we are not in the habit of dropping customers at the 12-month point - but the rolling continuation is at our discretion rather than an automatic renewal.

At the 12-month point, your pricing reverts to our standard list price, which may be higher than the rate shown in your Service Schedule. If you want to lock in continued preferential pricing, talk to us before the 12 months are up - typically this means signing a new fixed-term agreement. We would much rather have that conversation than lose you to a price change.

Can I cancel?

Yes - but how and when depends on where you are in the contract.

During the first 12 months. You can stop using the service at any time, but you remain liable for the subscription charges for the rest of the 12 months. The minimum term is real: it is what makes the preferential pricing possible.

After the first 12 months. You can give notice to end your subscription at any time. Notice must be in writing, and it must give us at least two whole rolling subscription periods between the date of your notice and the date you want the contract to end.

Consumer cancellation rights. Because you are subscribing as a business rather than as a consumer, the 14-day "cooling off" cancellation rights that apply to consumer contracts do not apply here. This is normal for business-to-business agreements.

If you give notice to cancel, please use the notice period to download your data using the export tools in GymOS. After your access ends, we cannot retrieve your data for you - see the question on data, below.

Can you cancel my subscription?

We can. There are two ways this might happen.

For a clear reason. If you do not pay, if you break the contract in a serious way, if you become insolvent, or if you (or someone on your team) is abusive to our staff, we may end the contract under the procedures set out in the Terms and Conditions. In some of these cases the full balance of your minimum term becomes due as a debt.

Without a particular reason. We can also end your contract by giving you 60 days' written notice, at any time, for any reason. This is extremely rare in practice, but the right exists because GymOS access is granted at our discretion rather than as an automatic right of yours.

What happens if my payment is late?

Please tell us if you know in advance that a payment is going to be a problem. We are much more flexible with customers who tell us early than with customers who go quiet and hope we will not notice.

If a payment is late, here is what happens, day by day:

From day 1. We retry the payment automatically - first by Direct Debit if you have one set up, then against the card on file.

From day 3. A late-payment fee of £25 (plus VAT or other applicable tax) is added. The same fee is added every three days that the payment remains outstanding. The fees stack up - they do not cap.

Day 7. We suspend access to your account. This includes access for your members through the GymOS FitnessHub app and web portal. Suspension means full revocation, not partial restriction.

Day 30. We may end the contract. If we do, the full remaining balance of your minimum term becomes immediately due as a debt.

Repeated lateness. If you have a third late payment in any rolling 12-month period, we may either require you to prepay the rest of your minimum term, or end the contract.

Statutory late-payment interest also applies under the Late Payment of Commercial Debts (Interest) Act 1998. This is in addition to the fees above.

Will my pricing change?

Your subscription price increases each year on the anniversary of your start date. The increase is the higher of the Retail Prices Index (RPI) and the Consumer Prices Index including owner-occupiers' housing costs (CPIH) for the preceding 12 months, plus up to 3%. The next invoice after your anniversary will show the new price.

We may also increase prices for other reasons (for example, if our costs change significantly, or we add new features to your package). For any increase beyond the annual uplift, we give you at least 30 days' notice, and where the change is materially adverse to you, we give you 60 days' notice and the right to end the contract without further charge if you do not want to accept it.

How do I get support?

Most questions are answered on our support website at <https://support.gymos.com/>. It has guides, walkthroughs, and short videos. If you can find an answer there, you will get it faster than waiting for a support response.

For anything the support site does not cover, raise a support ticket through the GymOS product itself. This is the only route that we track and act on. Tickets sent by other routes - direct emails to our staff, social media messages, replies to old notification emails - may be missed. There is a good reason for the rule: tickets in the helpdesk get picked up by whoever is on shift, never get lost when someone is on leave, and let us see all the work we have on at any time.

Support is included in your subscription on a fair-usage basis. Anyone registered as a user in your account may raise a support ticket. Our response targets are in the Terms and Conditions, but in practice most tickets are answered within an hour or two during the working day, and most are resolved the same day.

Contractual matters (cancelling, changing your billing, changing your primary contact) are different - these can only be done by your primary contact, or by someone your primary contact has nominated. We keep this tighter because the consequences are bigger.

Who supports my members?

You do. If your members have questions about the GymOS FitnessHub app - booking a class, paying their subscription, updating their details - they should contact you, not us. We are your supplier; we are not your members' supplier.

To help you support your members, our Knowledge Base at <https://support.gymos.com/> also includes articles written from the member's perspective, covering the member app and member web portal. You can point your members to those articles directly, or use them as the basis for guidance you write yourself.

In practice, members rarely need much support. The app is designed to be intuitive, and most issues people raise are about your gym's policies (refunds, class availability, membership types) rather than about the software.

Is my data safe?

We take security seriously. Your data is hosted on Microsoft Azure, encrypted both in transit and at rest, with appropriate access controls. The full list of security measures we maintain is in the Terms and Conditions.

You also have a part to play. Keep your login credentials confidential. Set up a separate user for each member of your team - never share logins. Remove access promptly when someone leaves.

No system is perfectly secure, especially in an era where AI tools and well-resourced bad actors are evolving constantly. Our commitment is to maintain appropriate measures and to handle any incident properly - not to promise nothing will ever go wrong.

What happens to my data when my contract ends?

GymOS includes export tools that let you download your core data at any time during your subscription - that means your member records, transaction history, booking data, and the other operational data central to running your business. The export tools do not cover absolutely everything in the system (for example, archived audit logs, system metadata, or aggregated analytics), because providing a full bit-for-bit export of every record is impractical. The exports cover what you actually need to run your business, or to migrate it elsewhere.

It is your responsibility to use these tools to download whatever you need before your access ends.

Once your access ends, we delete your data from our live systems within 30 days. We do not provide a one-off data export at termination. The expectation is that you will already have downloaded what you need.

If you become aware after termination that you needed something you did not download, contact us. We will tell you whether the data is still in our backups, and on what basis we are willing to help. Any such help is at our discretion and is chargeable.

Does GymOS use AI?

Yes - GymOS includes features powered by AI services from third-party providers. We use these for tasks like drafting content, generating images, summarising information, and similar productivity work.

Two important commitments: first, your data is not used by our AI providers to train their models. Second, AI output can be wrong, incomplete, or out of date - it is a tool, not a substitute for your professional judgement. You are responsible for reviewing anything AI produces before you act on it.

What other services do I need?

Stripe (required). GymOS uses Stripe to process payments from your members. You will need to set up a Stripe account during onboarding. Stripe charge their own transaction fees, and your Stripe account is a contract directly between you and Stripe - we are not party to it.

GoCardless (optional). If you want to collect membership payments by Direct Debit, you can also set up a GoCardless account. This is optional. As with Stripe, your GoCardless account is a contract between you and GoCardless.

Can I be liable for losses you cause?

If something goes wrong on our side and causes you loss, our liability is capped at the greater of £5,000 and the total you have paid us in the 12 months before the event. The cap is set with reference to the price of the service - a higher cap would mean a higher price, and most customers prefer the price they pay.

We do not accept liability for indirect losses (lost profits, lost members, lost business opportunities, and similar). The Terms and Conditions set out the full position.

There are some things the law does not let us limit, and we do not try to - including liability for death or personal injury caused by our negligence, and liability for fraud.

Can I build a competing product, or share GymOS with someone who is?

No. While you are subscribed and for 12 months after your contract ends, you must not reverse-engineer GymOS, build a competing product based on what you have learned from using it, or share access with our competitors or with anyone developing competing software.

You can use your own data however you want once you have exported it - that is your data, not ours. You can also share access with your professional advisors (accountants, lawyers, auditors) acting in their professional capacity. The full detail is in the Terms and Conditions.

What if I have a complaint?

Please raise it with us first. The fastest route is a support ticket through GymOS. For more serious or contractual complaints, email accounts@quoox.com.

We take complaints seriously and we want to hear them. The vast majority get resolved by us picking them up and sorting them out - we would much rather hear about a problem and fix it than have you go quiet, leave, and post a review.

Where you raise a formal complaint (one that you have explicitly identified as a complaint, rather than a routine support query), we will investigate it and respond to you within 21 days. Where the matter is more complex and we need longer, we will tell you so within that 21-day window and give you a realistic timeline for our full response.

We do ask that you raise complaints in the same respectful tone we use with you. The Mutual Pledge at the end of this document covers this in more detail.

What if I sell my business, or it changes hands?

You must tell us within 30 days if there is a change of ownership of your business. Some changes (for example, a competitor acquiring you, or a fundamental change in the nature of your business) may be a reason for us to end the contract - but in most ordinary cases (succession, retirement, partnership changes, a new investor coming in), we expect the contract to continue.

Where a change of ownership leads to the contract ending, the full minimum-term balance is not accelerated. The detail is in the Terms and Conditions.

Where can I read the full legal detail?

Our full Terms and Conditions are published at gymos.com/terms. The version that applies to you is the one in force on the date you sign this document. Earlier versions are available on request.

The contract - this Service Agreement, the Service Schedule, the Terms and Conditions, and the Mutual Pledge - is governed by English law, and any dispute is subject to the exclusive jurisdiction of the courts of England and Wales.

Acceptance of this Service Agreement

I confirm that I have read and understood this Service Agreement and the Terms and Conditions to which it refers. I confirm that I am authorised to enter into this agreement on behalf of the company named below.

Full name:

Position:

Company name:

Company number:

VAT/tax number:

Signature:

Date:

Service Schedule

This Service Schedule lists the products and services you are subscribing to, the term, and the cost. Prices are shown before VAT or other applicable taxes, which we add (where applicable) when we invoice you.

Product / Service	Minimum term	Setup cost	Monthly cost
GymOS	12 months	[-]	[-]
[Add-on]	[12 months]	[-]	[-]
[Add-on]	[12 months]	[-]	[-]
Total			£[]

Your minimum term begins on the activation date set out below. Subscription charges are payable monthly in advance from that date.

Activation date:

Notes

- Prices shown are exclusive of VAT or other applicable taxes. Where applicable, these are added at the prevailing rate.
- Annual price uplift applies on each anniversary of the activation date, as set out in the Service Agreement and the Terms and Conditions.
- Add-on services may be added at any time during your subscription, by mutual agreement and on the basis described in the Terms and Conditions.

I confirm that I wish to subscribe my company to the products and services listed above.

Signature:

Date:

MUTUAL PLEDGE

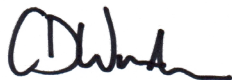
GymOS exists to help gym operators run profitable, sustainable, well-organised businesses. We do that best when both sides - us and you - work together professionally, honestly, and with respect.

This Mutual Pledge sets out how we agree to do business with each other. It is not a list of rules we are imposing on you. It is a commitment we both make, and we both sign - Chris (our CEO) on our behalf, and you on yours.

We both pledge that:

1. We will communicate professionally, respectfully, and courteously, through the channels we have agreed. Strong feelings happen - we are all human - but they will not be taken out on the other side's staff.
2. We will turn up to the calls and meetings we have scheduled, on time and prepared. Things come up, but we will not cancel or reschedule less than one full working day in advance unless something genuinely exceptional has happened.
3. We will document the things we have discussed and the actions we have agreed, so neither side has to rely on memory.
4. Where we are working to a plan together, we will both work to that plan. If something needs to change, we will say so rather than quietly miss the date.
5. We will raise issues and problems early, not late. Early issues are much easier to fix than ones we have lived with for weeks.
6. We will conduct our business honestly and ethically. The fitness industry has a long history of bait-and-switch tactics, hidden fees, and pushy sales - none of these have a place in how we work, and we will not tolerate them on either side.

Signed by both parties as a mutual commitment to how we do business together.



Signature:

Company:

Chris Windram
Chief Executive Officer
Quoox Ltd., trading as GymOS

Date: