

TERMS & CONDITIONS

These terms and conditions are entered into by and between NonStop Gym SA (hereinafter: "NonStop Gym") and You (hereinafter: "the Member").

Services: The membership entitles the usage of NonStop Gym facilities and the equipment & services available therein. The membership gives access to all clubs in Switzerland, except if specified otherwise. Only specific Boost memberships give access to NonStop Gym Boost clubs.

Membership: The membership is personal, and cannot be shared.

Age Limit: The Member confirms that he/she is 18 years old or older. For persons 16 or 17 years old, exceptions are granted based on a written parental consent.

Use of the Facilities: The facility shall be used for training purposes only. No other activity will be allowed, and violations will be sanctioned. For example, sleeping and lingering are not allowed. Consumption of alcohol, tobacco or illegal substances is not allowed. Working out under the influence is not allowed. Conducting business or paid services is not allowed.

Code of Conduct: The Member shall respect the behavioral and operating principles on all occasions. This includes, but is not limited to:

- Wearing appropriate and clean clothes and shoes.
- Using a towel at every workout and leaving machines and surfaces clean after usage.
- Behaving in a friendly and respectful manner towards the other members in the gym as well as the staff.

Lockers for Personal Belongings: Lockers are available for Members while working out in the facility. Each Member needs to empty the locker and remove the padlock when leaving the facility. NonStop Gym will open and empty lockers if the Member is not in the facility.

Lost Property or Theft: NonStop Gym does not take responsibility for loss or theft of any personal belongings, even if locked in a locker.

Access & Security: NonStop Gym is open 24/7 unless for very special reasons. The Member agrees to camera surveillance in the NonStop Gym facilities, where the data will be stored for 7 days, then deleted. The Member agrees to registration of a 3D finger scan. The finger scan identification is done without possibility of fingerprint reproduction. The Member guarantees to never let in any other member, nor another person into the NonStop Gym premises.

Suspension/Termination of Membership: If the Member behaves in a way that breaches the code of conduct, interferes or disturbs other members or staff, or that the management considers inappropriate, the membership can be suspended or terminated at management's sole discretion. If the Member does not pay the membership fees, the membership can be suspended or terminated at management's sole discretion. The payment duty remains until the original contract period ends.

Satisfaction Guarantee: During 7 days from the start of the membership, the Member can cancel his membership free of charge, and will be reimbursed in full. Not valid for renewed or transferred membership.

Payment: The Member commits to paying the membership according to the conditions in the contract. The member is responsible for all payments, also in the case of automatic debits by NonStop Gym. If the payment is late the access to the clubs will be blocked, until the payment reaches NonStop Gym. If after 45 days the invoice is still not paid, the Member is in violation of the contract and the total outstanding amount of the contract will be due. NonStop Gym will transfer the case to a debt collector, which will add additional fees of 50 CHF. This fee is irrevocable. The membership continues to run even if the access is blocked. As soon as the debts are paid, the access will be granted again to the clubs. NonStop Gym will send reminders by email. In the case that the email reminders are not received, it does not remove the responsibility from the Member to pay in time, nor the fees from the debt collector.

Renewal & Cancellation: All annual contracts are signed for a 12-month-period, during which time it cannot be cancelled. At the end of the contract period, the membership is automatically renewed for 12 months unless the Member sends a cancellation email to info@nonstopgym.com latest 1 month before the end of the contract period. No cancellation is accepted beyond this date. NonStop Gym will send a reminder via email around 2 months before the end of the contract period. The member is responsible for his own cancellation, even if the email reminder is not received. Monthly memberships are extended by the payment of a subsequent month. If no payment is done, the membership stops at the end of the contracted month.

Frozen Membership: It is possible to freeze the membership for i) medical reasons, upon presentation of a medical certificate, or ii) military service, upon presentation of the official call to duty. The membership can be put on hold for minimum 1 month and maximum 6 months (9 months for pregnancy), after which the membership is automatically reactivated. The membership cannot be frozen in retrospect.

Transfer Membership: An annual membership can be transferred. To complete the transfer, the departing member needs to share the intent and identify the new member. The new member needs to accept the Terms & Conditions, and then takes over the membership with the same conditions as per the original contract. To implement the transfer, NonStop Gym charges a transfer fee of 49 CHF. It's up to the departing member to find the new member.

Exceptional Cancellation: A cancellation is exceptionally granted if the Member leaves the country, and only on presentation of an official certificate obtained from the Office Cantonal de la Population.

Exceptional Closure: In case of an imposed closure of the clubs (e.g. Covid), the membership will be frozen, all future invoices and the contracted end date will be moved out for the duration of the closure.

Sign-up Fees: Any new membership will incur a sign-up fee of 49 CHF. A returning member who does not hold a currently valid membership is considered a new member. A Member can change from one type of memberships to another without new sign-up fees as long as the memberships succeed one another.

Price Changes: All prices are fixed for the duration of the contract. A price change can be implemented for the prolongation of a contract. In such cases the price change is communicated via email 2 months before the effective date.

Communication: NonStop Gym communicates via email. NonStop Gym declines all responsibility if the email address doesn't exist, is wrong or for whatever reason emails do not arrive to the Member.

Health: The Member confirms that he/she does not suffer from health problems that would hinder exercise or prevent him/her from engaging in exercise, or that would be detrimental or adverse to the Member's health, safety or physical condition if he/she did exercise. In case of any doubt, the Member shall seek advice by a medical doctor who should confirm the ability to exercise. NonStop Gym shall have no obligation to perform a fitness assessment or similar testing to determine the Member's physical condition. If an assessment is done at NonStop Gym, it is for the sole purpose of compiling comparative data in order to track the Member's progress in a program and not for diagnostic purposes.

Insurance: The Member confirms that he/she holds the necessary insurances to cover any accident or training incident. NonStop Gym shall not be subject to any claim, demand, or injury whatsoever with regard to the assessment of the Member's health condition or for any injury arising out of the Member's disability, impairment or ailment.

Liability: Each Member of NonStop Gym shall be liable for any property damage and/or personal injury caused by the Member at the NonStop Gym premises. It shall be the obligation of the Member to pay for any costs involved upon presentation of a statement thereof.

Waiver of Liability: Any and all use of the NonStop Gym shall be at Member's own risk at all times. The Member shall not utilize the machines unless he/she knows the correct usage of the training device. NonStop Gym shall not be liable for any injuries, physical impact or damages to the Member, or the property of the Member, or be subject to any claim arising out of the use of the premises and/or of the machines made available to the users.

Court of Jurisdiction and Applicable Law: These Terms and Conditions and all matters arising out of or relating to the access to the Member's use of NonStop Gym premises and training devices shall be governed by the substantive laws of Switzerland, without regards to principle of conflicts of laws thereof.

Any controversy, claim or dispute between the Member and NonStop Gym arising out of or relating to these Terms and Conditions and/or the Member's use of NonStop Gym premises and training devices shall be subject to the exclusive jurisdiction to the ordinary courts of the seat of the Company.