

TERMS OF SERVICE

Terms of Use

Please read these Terms of Use carefully before using our website <http://www.FITALIKA.com> ("Site"), our FITALIKA software or mobile application ("App") and/or our Services (defined below), so that you are aware of your legal rights and obligations with respect to FITALIKA Company Limited ("FITALIKA", "we", "our" or "us").

By accessing this Site, App and/or using the Services, you hereby agree:

- (i) that you have read and agree to be legally bound by these Terms of Use; and
- (ii) that you are the user of the Site, App and/or Services.

If you do not accept these Terms of Use, please leave the Site, App and/or discontinue use of the Services immediately.

FITALIKA may at any time vary or amend these Terms of Use by posting the amended Terms of Use on the Site or through the App. Any use of the Site, App or Services after the amendment of these Terms of Use is deemed acceptance of the amended Terms of Use by you. If you do not agree to the amended Terms of Use, you have the right to stop using the Site, App and Services.

1 Site, App and Services

1.1 The Site and App is owned and maintained by FITALIKA.

1.2 FITALIKA allows our members to customize their own fitness package by handpicking classes that best suit your need from our partner studios and offers one or more of the following features and services (each a "Service" and collectively the "Services") through the Site or App:

[1.2.1 access to a collection of information, products, services, data, text, listings, pricing, graphics, images, videos, audio files and other types of works;

1.2.2 search engines or tools;

1.2.3 blogs, message boards, communication tools;

1.2.4 email or message alerts; and

1.2.5 any other services, features, content or applications that FITALIKA may offer through the Site or App from time to time in our sole and absolute discretion.]

1.3 FITALIKA reserves the right to change, modify, suspend or discontinue the whole or any portion of the Services, Site or App at any time. We may also impose limits on certain features or restrict your access to parts or the entire Services, App or Site without notice or liability.

2 Licence

2.1 FITALIKA hereby grants you a personal, non-exclusive and non-transferable licence to use the Site and/or App, and access and use the Services available via the Site and/or App, subject to the terms set out in these Terms of Use.

2.2 You agree not to reproduce, copy, modify, adapt, translate, publish, display, communicate, transmit, broadcast, distribute, sell, trade, exploit or use for any commercial or other purposes, any portion of, or any access to:

2.2.1 the Site or App;

2.2.2 any Service;

2.2.3 any materials, information, news, advertisements, listings, pricing, data, input, text, audio, video, songs, pictures, graphics, software, blogs, broadcasts, forums, message boards, comments, suggestions, ideas and other content, that is made available on or via the Site, App or Services (collectively, "Content"), except, to the extent permitted, with the prior written consent of FITALIKA or unless expressly permitted in these Terms of Use.

2.3 Without prejudice to the generality of Clause 2.1, you agree not to reproduce, display or otherwise provide access to the Site, App, Services or Content, for example through framing, mirroring, linking, spidering, scraping or any other technological means (including any technology available in the future), without the prior written permission of FITALIKA.

2.4 You may not decompile, reverse engineer or otherwise attempt to discover the source code of the App or any Content, without the prior written permission of FITALIKA .

2.5 You may not hack into, interfere with, disrupt, disable, over-burden or otherwise impair the proper working of the Site, App, Services or our servers, which shall include but is not limited to denial-of-service attacks, spoof attacks, session hacking, sniffing, tampering, spamming, reverse engineering or reprogramming.

2.6 The Site, App and all Content are the copyrighted work of FITALIKA or our content or software providers, and FITALIKA reserves and retains all rights in the Site, App and Content.

3 Account Information

3.1 To access certain parts of the Site, App or Services, you will be required to sign-up for an account with FITALIKA ("Account") and select a user name ("User Name") and password ("Password").

3.2 You are solely responsible for safeguarding and maintaining the confidentiality of your User Name and Password. You agree not to:

3.2.1 share or permit others to use your Account or Password; or

3.2.2 assign or transfer your Account to any other person or entity.

3.3 You shall be bound by and responsible for all communications and online activity transmitted or conducted through the use of your Account. FITALIKA shall have no responsibility or liability for any loss, damage, cost, expenses, or liabilities arising as a result of or in connection with the wrongful or fraudulent use of your Account. If you are aware of any actual or suspected unauthorised use(s) of your Account, or loss, theft, or unauthorised disclosure of your Password, please promptly notify us at: [contact@fitalika.com].

3.4 Each individual may only register one (1) Account.

3.5 Please provide accurate, complete, and up-to-date information required for your Account. You may at any time change or update your Account information by clicking on the "My Profile" tab on your dashboard after logging in.

3.6 Where an individual is associated with multiple Account(s) without our written authorisation, or fraudulent or wrongful use of an Account is detected or suspected, we reserve the right at our sole discretion and without liability, and without prejudice to our other rights and remedies under this Agreement or at law, to immediately:

3.6.1 cancel any classes reserved through such Account(s);

3.6.2 cancel or invalidate any credits or discount vouchers, coupons or codes awarded to or used by such Account(s);

3.6.3 prohibit such Account(s) or persons from participating in any promotions, contests or surveys of FITALIKA; and/or

3.6.4 merge, suspend and/or terminate Account(s).

4 Package, Fees and Payment

4.1 Package

4.1.1 You may customize your FITALIKA package by selecting the package size, the studios and the start date. Select the package size from S Package or M Package:

S Package: For S Package, you will receive 6 classes and must select at least 2 studios up to the maximum of 6 studios. The visit to each studio is limited to the maximum of 3 times per package cycle ("Class Limit").

M Package: For M Package, you will receive 12 classes and must select at least 2 studios up to the maximum of 12 studios. The visit to each studio is limited to the maximum of 6 times per package cycle ("Class Limit").

4.1.2 Your FITALIKA package is valid for 30 days from the start date that you have selected.

4.2 Fees

4.2.1 The price of your FITALIKA package varies depending on the package size and your choice of studios. Like you, each FITALIKA package is unique!

4.2.2 Some studios may also charge equipment or other amenity fees. FITALIKA only gives you access to the class for which you signed up. The venue may have additional fees for use of additional classes or spaces.

4.3 Payment

4.2.1 We accept payment for FITALIKA package by MasterCard, Visa and other channels as may be listed on the Site or App. Payment shall be made in Thai Baht.

4.2.2 By purchasing FITALIKA package, you authorise us to transmit information or to obtain information about you from third parties from time to time and this may include verification checks involving your debit or credit card number or credit reports in order to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation, to protect you and us from fraud, and to enable us to arrange delivery of your order to your nominated delivery address.

4.2.3 PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PACKAGE. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and

the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

5 Class Reservation and Cancellation

5.1 Class Reservation. To join classes, you are required to make a reservation in advance in accordance with the policy and procedure of each studio. Reservation channels may include telephone or online reservation via the website of such studio (if available).

For studios that have more than one location, you may visit any of the locations listed on the App/Site subject to the Class Limit. FITALIKA makes no guarantee on the availability of classes as access to classes is on a space-available basis.

5.2 Class Cancellation. After the reservation, you may cancel the scheduled class without having the class deducted from your FITALIKA package by contacting the studio directly or via the website of such studio (if available). The cancellation period varies for each studio. Please contact the studio directly for enquiries about class reservation and cancellation.

5.3 Late Cancellation / No Show. In case of late cancellation or no show, the scheduled class will be counted as one visit and will be deducted from your FITALIKA package.

5.4 Members cannot transfer or gift classes to third parties, including other FITALIKA members.

6 Promotions, Voucher Codes and Other Privileges and Programmes

6.1 From time to time FITALIKA may run promotions, contests, surveys, privileges and other programmes, subject to additional terms and conditions which can be found on the Site and are hereby incorporated by reference into these Terms of Use.

6.2 Promotions, contests, privileges and programmes are only valid for the time period specified by FITALIKA.

6.3 The following terms shall apply to the use of credits, vouchers, coupons and codes ("Voucher Codes"):

6.3.1 Each Voucher Code is only eligible for a single use and is only valid for the time period specified by FITALIKA.

6.3.2 The Voucher Codes may only be redeemed by purchasing certain products from FITALIKA during the applicable validity period.

6.3.3 Use of any Voucher Code must be indicated at the time of checkout, and all information required by FITALIKA must be provided. No retroactive use of the Voucher Code is permitted.

6.3.4 Voucher Codes cannot be used in conjunction with any other promotion, voucher, coupon, code or offer, including but not limited to discounted sale items, unless otherwise stated.

6.3.5 A minimum spend may be required before use of the Voucher Code is permitted.

6.3.6 Voucher Codes cannot be refunded, redeemed or exchanged for cash.

6.3.7 Resale, transfer and sharing of Voucher Codes are strictly prohibited. In spite of the above, gift vouchers, if offered by FITALIKA, may be purchased by you and given to others.

6.3.8 Voucher Codes are non-replaceable if lost, stolen, destroyed, duplicated, tampered with or otherwise misappropriated or fraudulently used.

6.3.9 No reproduction, alteration, adaptation, tampering, distribution, publication, broadcast or other communication or dissemination of Voucher Codes is allowed.

6.3.10 FITALIKA reserves the right to verify the validity of any Voucher Code and to declare null and void, any Voucher Code which in our opinion has been stolen, duplicated, tampered with, or which is suspected to have been misappropriated or fraudulently obtained or used.

6.3.11 FITALIKA reserves the right to vary or impose such other terms and conditions as we deem appropriate from time to time by posting the varied terms and conditions on the Site or through the App.

6.4 Where any free gift is offered as part of a promotion, the free gift is offered on a “first come first serve” basis and while stocks last basis. No cash will be offered in lieu of the gift.

6.5 Where you are permitted to return any product to FITALIKA for a refund and such product was originally purchased under a promotion or discount, you will only be refunded the amount that you originally paid for such product. Where the promotion or discount had applied to the entire order, we will refund you the selling price of the returned product less the promotion or discount applied to the returned product on a pro-rata basis. Further, any free promotional gift given with an order must also be returned if you are returning the product(s) to which the gift related.

6.6 FITALIKA's decision on all matters relating to promotions, discounts, Voucher Codes and other privileges is final and binding.

6.7 FITALIKA reserves the right to discontinue any promotion, discount, Voucher Code programme, contest, privileges or programme at any time without notice or liability.

7 Prohibited Conduct

7.1 By using the Site or the App, you promise not to:

7.1.1 Harass, threaten, or defraud other users;

7.1.2 Make unsolicited offers, advertisements, proposals, or send junk mail to other users;

7.1.3 Impersonate another person or access another user's account without that person's permission;

7.1.4 Share FITALIKA-issued passwords with any third party or encourage any other user to do so;

7.1.5 Permit third parties to use any classes booked under your own FITALIKA package, including other FITALIKA members;

7.1.6 Misrepresent the source, identity, or content of information transmitted via the Site, including deleting the copyright or other proprietary rights;

7.1.7 Upload material (e.g. virus) that is damaging to computer systems or data of FITALIKA or users of the Site or App;

7.1.8 Upload copyrighted material that is not your own or that you do not have the legal right to distribute, display, and otherwise make available to others; or

7.1.9 Upload or send to Site users pornographic, threatening, embarrassing, hateful, racially or ethnically insulting, libelous, or otherwise inappropriate content.

8 Intellectual Property

8.1 The copyright, patents, trademarks, registered designs and all intellectual property rights in the Services, the Site, the App and all Content shall vest in and remain with FITALIKA and its licensors.

8.2 The trademarks, logos and service marks ("Marks") displayed on this Site or App are the property of FITALIKA and other third parties, and all rights to the Marks are expressly reserved by FITALIKA and relevant third parties. You are not permitted to use the name of FITALIKA or any Marks, including in any advertising or publicity or as a hyperlink, without the prior written consent of FITALIKA or such third party.

8.3 The domain name on which the Site is hosted on is the sole property of FITALIKA and you may not use or otherwise adopt a similar name for your own use.

9 Comments, Feedback and Other Information

9.1 You may provide or submit comments, feedback, suggestions and other content or information (collectively, "Feedback") to us at contact@fitalika.com so long as the content is not illegal, criminal, immoral, inappropriate, hateful, obscene, defamatory, offensive, violent, abusive, political, religious, infringing or disrespectful in nature, and does not consist of or contain software viruses, solicitation or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a Feedback.

9.2 You hereby grant FITALIKA a non-exclusive, royalty-free, perpetual, irrevocable and sub-licensable licence to use, reproduce, modify, adapt, translate, publish, display, communicate, transmit, broadcast, distribute and exploit any Feedback that you provide or publish through or in relation to the Site or App, for any purpose as FITALIKA may require at its sole discretion. You further agree that FITALIKA may use and publish your name in connection with such Feedback. FITALIKA reserves the right (but not the obligation) to review, remove or edit such content.

9.3 If you have any questions or concerns about these Terms of Use or any issues raised in these Terms of Use or on the Site or App, please contact us at contact@fitalika.com.

10 Disclaimers & Limitations

10.1 Classes, activities, and any other services offered via the site are offered and provided by third parties, not FITALIKA. You agree that attendance at or use of any such classes, activities, or other services is solely at your own risk. In no event shall FITALIKA be liable for any injury, loss, claim, damage or any special, exemplary, punitive, incidental or consequential damages of any kind, whether based in contract, tort or otherwise, which arises out of or is any way connected with a your attendance or participation in a class, service or appointment made through the Site, or the performance or non-performance of any provider in connection with the services. In addition, all users specifically understand and agree that any third party directing users to the Site by referral, link or any other means is not liable to the user for any reason whatsoever, including but not limited to damages or loss associated with the use of the services, the Site or any content on the Site. FITALIKA is neither an agent of nor is connected with any provider with which a user has made a reservation, other than as the providers of the services provided on the Site. Without limiting anything herein, FITALIKA disclaims all warranties, whether statutory, express or implied, including,

but not limited to, implied warranties of merchantability and fitness for a particular purpose, related to any classes, activities, or other services offered via the Site or App.

10.2 While we make every effort to ensure that the Site, App, Services and all Content is accurate and complete, we provide the Site, App, Services and Content on an 'as is', 'as available' basis only without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, FITALIKA, its suppliers and partners disclaims all warranties, express or implied, including, but not limited to, implied warranties of satisfactory quality, merchantability or fitness for a particular purpose, compliance with description, or the warranty of non-infringement. Without limiting the foregoing, FITALIKA does not warrant that the functions contained in or access to the Site, App, Services, Content or other content will be timely, uninterrupted or error-free or without omission, that defects will be corrected, or that the Site, App, Services, or Content are free of viruses or other harmful components, or that the download, installation or use of the App or any Content in or with any device will not affect the functionality or performance of the device. FITALIKA, its suppliers and partners does not warrant or make any representations regarding the use or the results of the use of the Content, the Services, the Site or the App in terms of their correctness, accuracy, completeness, reliability, or otherwise.

10.3 You agree that:

10.3.1 FITALIKA shall be entitled at any time, at its sole and absolute discretion and without prior notice, to add to, vary, terminate, withdraw or suspend the operation of the whole or any part or feature of the Site, App or Services without assigning any reason; and

10.3.2 access to or the operation of the Site, the App and/or the Services may from time to time be interrupted or encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors, and in any such event, FITALIKA shall not be liable for any loss, liability or damage which may be incurred as a result.

10.4 In no event shall FITALIKA be liable to you for any damages, losses, expenses, liabilities under any causes of action (whether in contract or tort including, but not limited to negligence, or otherwise) caused through the use of, or the inability to use, the Services, the Site, the App, Content or any other website or device. In the event that FITALIKA is liable for damages despite the foregoing provision, you agree that FITALIKA' aggregate liability to you for any and all causes of action in relation to:

10.4.1 any order, sale or delivery of any product or service by FITALIKA under these Terms of Use shall not exceed the price of the product or service giving rise to such claims; and

10.4.2 in all other cases (including any use of the Site, App or Services), shall not exceed THB [1,000].

10.5 In no event shall FITALIKA be liable for any indirect, special, consequential, or incidental damages that result from the Services, Site, App or Content, or your use of, or the inability to use, the Services, Site, App, Content or any other website or device, even if FITALIKA or a FITALIKA authorised representative has been advised of, or should have foreseen, the possibility of such damages.

10.6 You agree that the above exclusions and limitations of liability enable the Services and the Content to be provided by FITALIKA at either reasonable costs or no costs to you.

11 Linked Sites

11.1 FITALIKA may provide links, plug-ins, widgets or other connections to other sites ("Linked Sites") that may be of relevance and interest to users. FITALIKA has no control over, and is not responsible for the content on or obtained through the Linked Sites or for any damage you may incur from the Linked Sites (including any virus, spyware, malware, worms, errors or damaging material contained in the Linked Sites) or the availability, accuracy or reliability of any of the Linked Sites. You hereby agree to assume all risk arising from the use of the Linked Sites and hereby irrevocably waive any claim against us with respect to the Linked Sites. FITALIKA does not endorse, recommend or guarantee any of the Linked Sites, and FITALIKA expressly disclaims all liabilities and responsibilities arising in relation to any Linked Sites.

12 Suspension & Termination

12.1 You agree that FITALIKA has the right in its sole and absolute discretion and without notice or liability to:

12.1.1 restrict, suspend, or terminate your access to all or any part of the Site, App or Services; and/or

12.1.2 terminate, deactivate or suspend your Account, delete your Account and all related information and files in your Account, without assigning any reason.

12.2 Without prejudice to the generality of the above, FITALIKA reserves the right to deactivate your Account if it has been inactive for a period of [5] years or more, or if you are in breach of any of our Terms of Use.

13 Notification of Infringement

13.1 FITALIKA reserves the right to investigate notices of copyright, trademark and other intellectual property infringement ("Infringement") in respect of the Site, App, Services or Content ("Infringing Material") and take appropriate action. If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on the Site, App or Services, please notify FITALIKA in writing immediately in the form and containing the information prescribed by Thai law and regulations relating the copyright, trademark and other intellectual property rights ("Infringement Notice").

13.2 All Infringement Notices shall be sent to FITALIKA addressed as follows:

32/1 Soi Pracha-Utit 16, Pracha-Utit Road, Ratburana, Bangkok 10140

Email address: contact@fitalika.com

Attn: FITALIKA Executive Team

13.3 FITALIKA will duly consider all Infringement Notices submitted in the above manner. In return, you agree that you shall not take any legal action or exercise any legal remedy you may have against FITALIKA in respect of any Infringing Material, unless you have first given FITALIKA the Infringement Notice and sufficient opportunity to remove the Infringing Material, and thereafter FITALIKA refuses or fails to remove the Infringing Material within a reasonable time. Where FITALIKA removes the Infringing Material in response to your Infringement Notice, you agree not to exercise and you hereby waive, any right of action against FITALIKA under applicable law which you may have in respect of any Infringing Material appearing on the Site prior to such removal by FITALIKA.

13.4 You acknowledge and agree that FITALIKA has no control and cannot undertake responsibility or liability in respect of Infringing Material appearing on or through Linked Sites or other third party sites.

14 Jurisdictional Issues

14.1 The Site, App and Services are meant for use by residents of Thailand only. FITALIKA makes no representation that the Services and Contents of the Site or App are appropriate or available for use in your location. Those who choose to access this Site or App from any location do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

15 Indemnity

15.1 You agree to indemnify and hold FITALIKA, and its officers, agents, partners, and employees, harmless from all claims, demands, actions, proceedings, liabilities (including statutory liability and liability to third parties), penalties, and costs (including without limitation, legal costs on a full indemnity basis), awards, losses and/or expenses, due to or arising out of:

15.1.1 any use of the Site, App or any Service;

15.1.2 your connection to the Site or App;

15.1.3 your breach of any terms and conditions of these Terms of Use;

15.1.4 your violation of any rights of another person or entity; or

15.1.5 your breach of any statutory requirement, duty or law.

16 Severability

16.1 If any provision of these Terms of Use is found to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, these Terms of Use shall continue in force save that such provision shall be deemed to be deleted.

17 Relationship of Parties

17.1 Nothing in these Terms of Use shall constitute or be deemed to constitute an agency, partnership or joint venture between FITALIKA and you and neither party shall have any authority to bind the other in any way.

18 Waiver

18.1 No waiver of any rights or remedies by FITALIKA shall be effective unless made in writing and signed by an authorised representative of FITALIKA.

18.2 A failure by FITALIKA to exercise or enforce any rights conferred upon us by these Terms of Use shall not be deemed to be a waiver or variation of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

19 Force Majeure

19.1 No party shall be liable for any failure to perform its obligations under these Terms of Use if the failure results from a Force Majeure Event (defined below), provided always that whenever possible,

the affected party will resume that obligation as soon as the Force Majeure Event occasioning the failure ceases or abates.

19.2 For purposes of these Terms of Use, a “Force Majeure Event” is an event which is a circumstance or event beyond the reasonable control of a party, and which results in the party being unable to observe or perform on time an obligation under these Terms of Use. Such circumstance or event shall include strikes, lockouts, industrial action or labour disputes, riots, civil unrest, war or threat of war, criminal or terrorist acts, government action or regulation, telecommunication or utility failures, power outages, fire, explosion, storm, flood, natural physical disasters, epidemic, quarantine restrictions, disruption to supply lines, and general failure or impossibility of the use of aircraft, shipping, aircraft, motor transport or other means of public or private transport, or political interference with the normal operations of any party.

20 Governing Law & Jurisdiction

20.1 These Terms of Use and all matters relating to your access to, or use of, the Site, App and the Services shall be governed by and construed in accordance with the laws of Thailand.

20.2 You hereby agree to submit to the non-exclusive jurisdiction of the Thai courts.