PARTICIPANT TERMS OF USE

Effective date: 16 November 2026

1. ABOUT THESE TERMS

1.1 These Participant Terms of Use (**Terms**) are an agreement between Empire Health and Fitness Pty Ltd (ABN 42 702 337 184) (**Empire**, **we**, **us** or **our**) and you, the person who registers on the Platform as a participant (**you** or **your**).

1.2 You accept these Terms when you create an account, or when we ask you to accept an updated version under clause 11.

1.3 From the time you accept them, these Terms replace any earlier terms of use of the Platform as they apply to you.

2. DEFINITIONS

2.1 In these Terms:

ACL means the Australian Consumer Law in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Booking Request means a request you make through the Platform for a Session with a Provider.

Dependant means a person in your care on whose behalf you make a Booking Request.

Platform means the online platform operated by Empire under the name "Empire Health and Fitness", including any website or application through which it is accessed.

Provider means a personal trainer or other fitness provider listed on the Platform.

Session means a personal training session, or other fitness service, offered by a Provider through the Platform.

Session Fee means the price of a Session set by the Provider and shown to you before payment.

Session Terms means the terms on which a Provider supplies a Session to you, shown to you before payment.

Store means the store on the Platform through which we offer items in exchange for loyalty points.

3. YOUR ACCOUNT

3.1 You must be at least 18 to create an account. You must give accurate information when you register and keep it up to date.

3.2 You are responsible for keeping your login details secure and for activity under your account. You must not create more than one participant account or impersonate any other person.

3.3 Our Privacy Policy, available on the Platform, explains how we collect, use, disclose and store personal information.

4. USE OF THE PLATFORM

4.1 We grant you a non-exclusive, non-transferable licence to use the Platform for your own personal purposes in accordance with these Terms.

4.2 You must not use the Platform to harass, threaten, abuse or mislead any person, to send unlawful content or spam, or to interfere with the Platform's safety or security features.

4.3 We may suspend or close your account if you breach these Terms, if there is a risk to the safety of any person, or if we are required to by law. You may close your account at any time.

5. SESSIONS

5.1 We do not provide training or fitness services. Each Provider is an independent business. When you book a Session, your contract for that Session is with the Provider, on the Session Terms, and we are not a party to it.

5.2 Before you pay, you are shown the Session Fee and the cancellation charges that will apply if you cancel. You pay the Session Fee at checkout directly to the Provider's account with our payment processor. The Provider's name appears on your card statement, and your receipt is issued in the Provider's name. We do not receive or hold Session Fees, and refunds of Session Fees are made by the Provider under the Session Terms. Unless the Session Terms or the Australian Consumer Law entitle you to a full refund (for example, where the Provider cancels), any refund when you cancel a Session will be the Session Fee less the cancellation charges shown to you before you paid.

5.3 If a Session is funded under an NDIS plan, you authorise the Platform to send the Provider's invoice, and the NDIS details you provide, to your plan manager on the Provider's behalf.

5.4 We review Provider listings before they are published, but our review is not a guarantee of a Provider's qualifications, conduct or suitability.

5.5 A Provider may arrange for another Provider listed on the Platform to deliver a Session in the Provider's place, and must notify you of that Provider through the Platform. If you do not accept that Provider, you may cancel the Session for a full refund. The Provider remains responsible to you for the Session, and we are not responsible for any person a Provider arranges to deliver a Session.

5.6 You are responsible for deciding whether a Session is suitable for you and for any Dependant, including by obtaining medical advice where appropriate and giving the Provider accurate health information when asked. Any health screening is a matter between you and the Provider. We do not provide medical, health or fitness advice, and any such information on the Platform is general information only.

6. GYM LISTINGS

6.1 The Platform also lists gyms and other fitness businesses (**Gyms**) separately from Providers. A Gym is an independent business. It is not our employee, agent or contractor, and we are not a party to any membership or other arrangement between you and a Gym.

6.2 Staff and trainers shown on a Gym's listing are the Gym's responsibility. They are shown for information only and cannot be booked through the Gym's listing. A trainer who offers Sessions through the Platform does so as a Provider, and clause 5 applies to those Sessions.

6.3 You can send a membership enquiry to a Gym through the Platform. If you do, we share your name, email address, phone number and message with the Gym so that it can respond to you, and we keep a record of when you made the enquiry.

6.4 Any price or offer a Gym gives you is the Gym's own. We do not verify or guarantee it, and you should confirm it with the Gym before relying on it.

7. DEPENDANTS

If you make a Booking Request on behalf of a Dependant, you confirm that you are authorised to do so and to provide information (including health information) on the Dependant's behalf, and you are responsible for the accuracy of that information as if it were your own.

8. LOYALTY PROGRAM AND STORE

8.1 You earn loyalty points for Sessions paid for at checkout and completed. If a payment is refunded in whole or part, the points earned on it are reversed.

8.2 You may redeem points for items in the Store, which are supplied by us. Points have no cash value and cannot be transferred, sold or exchanged for cash.

8.3 We may change or end the loyalty program by giving you at least 30 days' notice, during which you may redeem the points you hold.

9. YOUR CONTENT

You retain ownership of content you submit to the Platform, such as a profile photo. You grant us a non-exclusive, royalty-free licence to display it on the Platform for the purpose of operating the Platform.

10. OUR LIABILITY

10.1 Our services to you come with guarantees that cannot be excluded under the ACL. Nothing in these Terms excludes, restricts or modifies any right or remedy you have under the ACL or any other law that cannot lawfully be excluded, restricted or modified.

10.2 We will provide the Platform with due care and skill, but we do not guarantee that it will be available at all times or free from errors.

10.3 To the extent permitted by law, we are not liable to you for any indirect or consequential loss arising from your use of the Platform.

10.4 Because we do not supply Sessions (clause 5.1), your rights in relation to the supply of a Session, including under the ACL, are against the Provider. If you have a complaint about a Session, you should raise it first with the Provider under the Session Terms. We are not responsible for the acts or omissions of a Provider (including any person a Provider arranges to deliver a Session), of another user of the Platform, of a Gym listed on the Platform or of our payment processor, or for any dealings between you and a Provider outside the Platform.

10.5 To the extent permitted by law, our liability to you is reduced to the extent that your loss is caused or contributed to by you, a Provider, any person a Provider arranges to deliver a Session, or another user of the Platform.

11. CHANGES TO THESE TERMS

We may change these Terms by publishing an updated version. For a change that is reasonably likely to be adverse to you (other than a change required by law or by a regulator), we will give you at least 30 days' notice by email and on the Platform, and ask you to accept the updated version before you can use your account after the updated version takes effect, except to deal with your existing bookings or to close your account. If you do not wish to accept it, you may close your account. Other changes may take effect on publication, and we will notify you of them.

12. GENERAL

12.1 These Terms are governed by the laws of Queensland. Each party submits to the non-exclusive jurisdiction of the courts of Queensland. This does not deprive you of the protection of any consumer law of the State or Territory in which you live.

12.2 If any provision of these Terms is invalid or unenforceable, it is severed and the rest continues to apply.

12.3 You can contact us at admin@empirehealthandfitness.com.