



Memberships Terms & Conditions – BeFit Philippines

These Membership Terms & Conditions ("Agreement") are entered into between **The Be Company, Inc.** (operating as "BeFit") ("BeFit", "We", "Us") and the individual ("You", "Member") registering for a membership to access BeFit facilities and services.

By digitally registering for a BeFit membership, you confirm that you have read, understood, and agreed to the following terms:

PRINCIPAL TERMS

This Agreement becomes legally binding upon your digital acceptance during the online registration process.

"BeFit" includes BeFit Philippines, its branches, affiliates, agents, and authorised personnel.

Memberships are non-transferable unless approved in writing by BeFit.

TYPE OF MEMBERSHIP PLANS:

A) BeFit Core Membership:

Membership Fee

Your membership fee will follow the current rates at the time you sign up. You can choose to be billed monthly or bi-weekly, depending on your preferred payment schedule.

Commitment Options

You can choose between:

Lock-in plan: A 12-month commitment with recurring payments (monthly or bi-weekly).

Auto-Renewal of Lock-In Plans

All 12-month lock-in plans will automatically renew for another 12-month term at the end of the initial contract period unless the member submits a written cancellation request at least 30 days prior to the end of the current term.

Renewed memberships will follow the same payment frequency and membership type unless the member requests a change or cancels.

No lock-in plan: A flexible option with no long-term commitment; you can cancel any time. Payments are also made on a recurring basis (monthly or biweekly).

Club Access

Your membership provides access to one selected BeFit gym location, your "home gym."



Cancellation Policy

Lock-in plans: Cannot be cancelled during the 12-month contract period.

Auto-Renewal of Lock-In Plans

All 12-month lock-in plans will automatically renew for another 12-month term at the end of the initial contract period unless the member submits a written cancellation request at least 30 days before the end of the current term. Renewed memberships will follow the same payment frequency and membership type unless the member requests a change or cancels.

No lock-in plans: can be cancelled at any time through the app.

Cancellation takes effect at the end of your current billing cycle. To avoid being charged for the next billing cycle (monthly or bi-weekly), cancellation must be submitted with sufficient notice to allow processing and communication with our billing partner. Otherwise, the next payment may still be charged.

Freeze Policy

You may freeze your membership up to 3 times per year, for a total of up to 90 days. A small freeze fee may apply.

B) BeFit Platinum Membership:

Membership Fee

Your membership fee will follow the current rates at the time you sign up. You can choose to be billed monthly or bi-weekly, depending on your preferred payment schedule.

Commitment Options

You can choose between:

Lock-in plan: A 12-month commitment with recurring payments (monthly or bi-weekly).

Auto-Renewal of Lock-In Plans

All 12-month lock-in plans will automatically renew for another 12-month term at the end of the initial contract period unless the member submits a written cancellation request at least 30 days prior to the end of the current term.

Renewed memberships will follow the same payment frequency and membership type unless the member requests a change or cancels.

No lock-in plan: A flexible option with no long-term commitment; you can cancel any time. Payments are also recurring (monthly or bi-weekly).

Club Access

Your membership gives you access to All BeFit locations nationwide

Cancellation Policy

Lock-in plans: Cannot be cancelled during the 12-month contract period.



No lock-in plans: Can be cancelled anytime through the app. Cancellation takes effect at the end of your current billing cycle. To avoid being charged for the next billing cycle (monthly or bi-weekly), cancellation must be submitted with sufficient notice to allow processing and communication with our billing partner. Otherwise, the next payment may still be charged.

Freeze Policy

You may freeze your membership up to 3 times per year, for a total of up to 90 days. A small freeze fee may apply.

Day Pass

Subject to the current rates available at the time of enrolment.

Valid for use on the day of purchase and redeemable within 7 days.

Non-transferable and non-refundable.

Payment Terms

Joining fees are applicable upon initial registration. If a member cancels their membership and later re-registers, the joining fee will apply again at the time of reactivation.

Memberships Billing: Membership rates are auto-billed based on the selected billing frequency – either bi-weekly or monthly – as chosen during registration. Validity of memberships and passes starts upon purchase.

Pre-sale Billing:

Your first payment, based on your selected billing frequency (monthly or biweekly), will be collected at sign-up.

- **Monthly Members:** Regular billing will always occur on the 1st of every month. If your membership starts before the 1st (e.g., the gym opens mid-month), any unused days you already paid for will be credited as a pro rata adjustment on your next bill.
- **Bi-weekly Members:** Billing continues every 15 days from your original payment date, even after opening. No changes.

Your official billing cycle begins only once the gym opens.

BEFIT MEMBERSHIP :

Both Core and Platinum memberships offer 24/7 access, use of 100+ machines, in-person group classes, Wi-Fi, lockers, and app access to manage your membership and book classes. The difference is, Platinum includes multi-gym access, access to digital Les Mills classes, speciality classes (like Yoga, Pilates, HYROX), and the ability to invite a friend – all included. Core can still access those extras, but only by adding a Booster for a small fee.

Both offer flexible payments, no lock-in, and freeze options.

In short: Platinum = all-inclusive, while Core = build-your-own with Boosters.



For more information about your membership benefits or comparison, just go to the Be Fit Website at the membership page. www.befit.ph

ACCESS CONTROL (Air fob)

Access to BeFit facilities is enabled through your BeFit App, a mobile-based entry system: Your smartphone serves as your access key. No physical fobs or cards to lose, sharing access or "tailgating" is prohibited, misuse may result in penalties or termination

PAYMENT CONDITIONS

Late or Fail Payment:

If your payment fails, your membership will be automatically suspended effective the date of the failed transaction. BeFit will retry billing multiple times within the same month. If all retry attempts are unsuccessful, BeFit reserves the right to cancel your membership at its sole discretion.

Outstanding balances cannot be settled after cancellation. To access the gym again, you will need to register as a new member and pay the applicable joining fee and current membership rates at the time of re-registration.

Price Adjustments:

Subject to 30-day notice. Members can cancel before the new rate applies.

CONDUCT & RESPONSIBILITY

Minimum membership age is 18 years old. Members above 16 and below 18 shall submit a copy of the Agreement duly signed by his/her legal guardian before accessing any BeFit location.

Follow all gym rules, posted instructions, and staff guidance.

BeFit is not responsible for health risks – members should seek medical clearance if unsure of fitness.

BeFit is not liable for injury, illness, or personal loss.

Lockers are available for your convenience, but are used at your own risk

PRIVACY NOTICE

Be Fit Philippines collects, uses, stores, and processes your personal information for purposes including membership registration, access control, billing, communication, service delivery, and legal compliance, in accordance with RA 10173 (Data Privacy Act of 2012). Your data may be shared with authorised third-party service providers for operational needs, subject to strict confidentiality and data protection standards. Appropriate security measures are in place to safeguard your information against unauthorised access or disclosure. You have the right to access, correct, delete, or object to the processing of your data, and your information will be retained only as long as necessary for its intended purpose or as required by law. In case of a data breach, you will



be notified in accordance with applicable regulations. For privacy-related concerns, you may contact us at care@befit.ph.

PROMOTIONS

Time-bound and subject to availability.

Cannot be exchanged for cash or transferred.

Not valid with other discounts or corporate memberships unless specified.

You may not create multiple accounts or memberships to redeem the same promotion more than once. BeFit reserves the right to revoke promotional benefits, suspend, or terminate memberships suspected of abuse. Participation in promotions is at Be Fit sole discretion.

CLASS BOOKING POLICY

Certain classes may be made available on a pre-booking basis and must be reserved within the designated booking window. BeFit reserves the right to temporarily or permanently suspend your class booking privileges if you repeatedly no-show or fail to attend pre-booked sessions without prior cancellation within the cancellation window.

GROUNDS FOR CANCELLATION

BeFit reserves the right to immediately suspend or terminate membership without refund in the event of:

Non-payment;

Violation of gym rules or misconduct toward staff or other members

Unauthorised use of facilities or tailgating access; or

Fraudulent or abusive behaviour affecting BeFit operations or the community

GENERAL TERMS

BeFit may temporarily close or adjust operating hours for maintenance or emergencies without compensation.

BeFit may assign this Agreement or the collections due herein to a third-party financial institution without prior notice.

This agreement may be assigned to a third party without affecting your rights

BeFit reserves the right to revise this Agreement at any time.

All prices include 12% VAT as required by law

WAIVER OF LIABILITY

By accepting this Agreement, you acknowledge the inherent risks associated with physical exercise and the use of gym equipment. You voluntarily assume all such risks and release BeFit, its employees, and affiliates from liability for any injury, loss, or damage



incurred while using the facilities, except in cases of gross negligence or wilful misconduct.

You confirm that you are in good physical condition and have no known medical condition, impairment, or disability that would prevent you from safely using BeFit facilities or participating in fitness-related activities. You acknowledge that BeFit has not provided any medical advice before or after your acceptance of this Agreement. It is your sole responsibility to consult with a licensed medical professional before using the gym, especially if you have any current or future health concerns. BeFit disclaims any liability arising from your failure to obtain appropriate medical clearance.

DECLARATION

By registering, you confirm:

All information provided is accurate

You are physically capable of engaging in gym activities

You have read and accept all terms in this Agreement

You are familiar with and shall keep yourself updated on the gym rules and regulations, as may be updated from time to time.

Your digital acceptance is legally equivalent to a handwritten signature