



WeServiceGymEquipment.com

User Agreement

Introduction

This User Agreement, the WeServiceGymEquipment.com Privacy Policy <https://weservicegymequipment.com/privacy-policy/> and all policies posted on our website set out the terms on which we offer you access to and use of our websites and services (collectively “Services”). The Privacy Policy and all our other policies are incorporated by reference into this User Agreement and you agree to comply with the terms and conditions of this User Agreement and each of the above when accessing or using our Services.

You are entering into a contract with **WeBuyGymEquipment.com Limited** a company registered in England (with company number: 9837708) having its registered office at 7 School Lane, Hartford, Cheshire CW8 1NP trading under the brand WeServiceGymEquipment.com (“WSGE.com” or “we”, “our”, “us”). Any terms and conditions proposed in any document that are different from, conflict with, or add to this User Agreement shall not apply. This User Agreement shall be deemed accepted by you upon your registration on the WSGE.com website (“Platform”).

Gym Operator means the entity that has registered as a user on the Platform in order to view, offer and potentially complete transactions to purchase a service contract from a Service Provider.

Service Provider means the entity that has registered as a user on the Platform with a view to entering into a service contract with a Gym Operator in order to service commercial gym equipment via the Platform.

User means a Gym Operator and/or a Service Provider, as the context so requires and each of which may be referred to as “you”, “your” in this User Agreement.

About our Services

We provide a marketplace that allows Users to offer, sell and buy service contracts for commercial gym equipment. In addition, we provide a WSGE.com digital mobile application (“Application” or “App”) for the purpose of generating service ticket requests and facilitating communication between Users which, where subscribed to by a Gym Operator, must also be used by the selected Service Provider.

We are not involved in the actual service contract transaction between Gym Operators and Service Providers. Any involvement we may have is solely to facilitate the transaction (for example, in terms of communication, bidding and payment process and the setting up of service contract, including its start date). However, in all cases unless otherwise stated the contract for the services is directly between Gym Operator and Service Provider.

We may review users' listings or content, in particular to check compliance with the provisions set out under 'Using our Services' below. However, we have no control over and do not guarantee the existence, quality, safety or legality of the arrangements that are advertised; the truth or accuracy of Users' content, listings or feedback; the ability of Service Providers to provide the services; the ability of Gym Operator to pay for the Service Provider's services; or that a User will actually complete a transaction.

The Process and Conditions

If you are a Gym Operator:

- You will follow the registration process on our Platform, confirm your acceptance of this User Agreement and we will (at our discretion) approve you as a User.
- By registering as a User, you consent to the details you provide on the Platform to be shared with other Users.
- You will upload the gym equipment asset list that you wish to be covered under a service contract (“Equipment”).
- You must accurately provide or select the following details via the Platform:
 - Brand of Equipment, including make, model and number of assets
 - Age of Equipment
 - Date of last servicing of the Equipment
 - Expiry date of current service contract (if any)
 - Your name, site name and address
 - Service contract type (the Platform will provide you with the options, including all-inclusive or labour only annual contracts or a one-off service)
 - Required start date of new service contract.



WeServiceGymEquipment.com

- Once those details have been uploaded, we will review the information and, provided we are satisfied the required details have been completed, your requirements will be approved and made available to Service Providers in order for them to bid to provide the service contract selected by you for the Equipment.
- Following the end of the bidding process, we will provide you with details of the Service Provider offers and options (adjusted in accordance with **Fees and Payments** below).
- You may choose to accept or decline an offer.
- If you decline an offer, the service contract opportunity will continue to be listed as available against which Service Providers can make offers until you either:
 - accept an offer; or
 - we remove the listing from our Platform in accordance with our rights under this User Agreement.
- If you accept an offer, you will receive the Service Provider's service contract terms and conditions via the Platform for your review, signature and upload onto the Platform.
- Once you have signed and uploaded the Service Provider's service contract, you have a legally binding arrangement directly between you and the Service Provider.
- You will receive an invoice from the Service Provider via the Platform and you must confirm via the Platform that you have paid the invoice.
- You will have the option to use the mobile Application to raise service tickets with the Service Provider once we have authorised you to use the asset management system provided by the Platform. Use of the Application is conditional upon payment of a monthly fee of £30 plus VAT per location / facility which shall be invoiced to you by WSGE.com.

If you are a Service Provider:

- You will need to follow the registration process on our Platform and confirm your acceptance of this User Agreement.
- By registering as a User, you consent to the details you provide on the Platform to be shared with other Users.
- As part of the registration process, you must accurately provide or select the following details via the Platform:
 - Your company name and address
 - The region in which you operate
 - The gym equipment brands that you are able to service and support
 - The types of service contracts you can support (the Platform will provide you with the options, including all-inclusive or labour only annual contracts, one-off service or an ad-hoc call-out)
 - Relevant documentation to be uploaded, including:
 - Your sales documentation including: your company profile, details of 'What's included in our service contract', Response Time Promise, References
 - Insurance certificate (you are required to have a minimum £10 million public liability insurance policy in order for WSGE.com to authorise your registration)
 - Risk Assessment and Methods Statement (RAMs).
- We will review your registration application and, subject to you meeting the required criteria, at our discretion we will approve you as a Service Provider.
- Once registered, you will be able to view details of the Equipment that is included in service contract requests from Gym Operators that match the criteria you are able to support.
- You can bid for the type of service contracts as selected by the Gym Operators based on the details uploaded by the Gym Operators onto the Platform.
- You are responsible for assessing the Gym Operators' listing prior to making an offer to provide a service contract.
- If your offer is accepted by a Gym Operator, you will enter into a legally binding contract with the Gym Operator to supply services under the service contract based on the details uploaded by the Gym Operator onto the Platform.
- Following the end of the bidding process, we will notify the Gym Operator of your offer, including the price (adjusted in accordance with **Fees and Payments** below) ("**Offer Price**") if you have provided a relevant offer and we will inform you of this.
- The Gym Operator may accept or decline the offer.
- If the Gym Operator accepts the offer, you will upload the service contract to the Platform and the Gym Operator will be required to review, sign and upload the service contract terms and conditions via the Platform.
- You will receive the signed service contract via the Platform and you be requested to upload your invoice reflecting the Offer Price as onto the Platform for payment by the Gym Operator.
- We will issue you with our invoice (see **Fees and Payment** below) for our Services.
- If the Gym Operator has opted to use the Application, you must subscribe to the Application and pay the monthly fee of £30 plus VAT for its use (or a discounted annual fee of £330 plus VAT if agreed between you and WSGE.com). The Application may be used by you for all service contracts registered on the Platform.



WeServiceGymEquipment.com

Using our Services

In connection with using or accessing the Services you will not:

- post, list or upload inappropriate, false, inaccurate, misleading, defamatory, spam, unsolicited or bulk electronic communications or libellous content or items;
- breach any laws, third party rights or our systems or policies;
- list any counterfeit items or otherwise infringe the copyright, trademark or other rights of third parties;
- use our Services if you are not able to form legally binding contracts or are suspended from using our Services;
- interfere with any other User's listings;
- transfer your account and user ID to another party without our consent;
- use the contact information of or collect information about other Users for any purpose other than in relation to a specific transaction resulting from this User Agreement and our Services;
- distribute viruses or any other technologies that may harm WSGE.co, or the interests or property of WSGE.com users;
- use any robot, spider, scraper or other automated means to access our Services or interfere with their working for any purpose;
- export or re-export any products except in compliance with the export control laws of any relevant jurisdictions; or
- copy, modify, or distribute rights or content from our Services or WSGE.com's works of authorship, designs and trademarks or copy, reproduce, reverse engineer, modify, create derivative works from, distribute, perform or publicly display any content (except for your information) from our Services.

You agree that we will commence supplying our Services to you as soon as you accept this User Agreement.

We may cancel unconfirmed accounts or accounts that have been inactive for a long time or modify or discontinue our Services at any time.

Abusing WSGE.com

Without limiting other remedies, we may limit, suspend, or terminate your user account(s) and access to our Services, restrict or prohibit access to, and your activities on, our Services, cancel offers, remove or demote listings, delay or remove hosted content and take technical and legal steps to keep you from using our Services if:

- we think that you are creating problems or possible legal liabilities, which may include infringing third party rights;
- we think that such restrictions will improve security;
- we think that you are acting inconsistently with the letter or spirit of this User Agreement;
- despite our reasonable endeavours, we are unable to verify or authenticate any information you provide to us; or
- you fail to make full payment of any fees due for our Services by your payment due date.

Fees and Payments

The fees we charge for using our Services are 10% (plus VAT) of the value of the offer made by the Service Provider or the Service Provider's charges for an ad-hoc call out contract or one-off fix arrangement. The Offer Price we present to the Gym Operator includes our fees.

If additional parts and labour are required by the Gym Operator over and above the scope of the applicable service contract, our fee is 5% (plus VAT) of the Service Provider's charges for such additional parts and labour and this will be added to the charges payable by the Gym Operator to the Service Provider.

We will submit our invoice to the Service Provider for the fees upon confirmation of acceptance of the Service Provider's offer by the Gym Operator or upon completion of any additional parts and labour work, as applicable. Details of how to make payment will be included on our invoices.

We may change our fees or introduce new fees from time to time by posting the changes on the WSGE.com website.

Listing Conditions

When listing or providing information on our Platform or under this User Agreement and/or using the Application, you agree that:

- you are responsible for the accuracy, content and legality of the listing or information;



WeServiceGymEquipment.com

- your listing or information will only appear on our Platform once it has been approved by us;
- content that violates any WSGE.com policies may be deleted at our sole discretion;
- we may remove or alter any meta-tags and URL links that are included in a listing or any information so as to not affect third party search engine results.

Content

When providing us with content (including causing content to be posted using our Services), you grant us a free and unrestricted right to use the content (including without limitation, creating and using derivative works and granting the same rights to our partners and customers) and you authorise us to exercise any and all copyright, trademark, publicity, database or other intellectual property rights you have in or to the content. Further, to the fullest extent permitted under applicable law, you waive your moral rights in the content and promise not to assert such rights or any other intellectual property rights you have in the content against us, our sublicensees or our assignees.

Liability

We try to keep WSGE.com and its Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. Offer updates and other notification functionality in WSGE.com's Services may not occur in real time. Such functionality is subject to delays beyond WSGE.com's control.

We (including our affiliates, directors, agents and employees) shall not be liable to you in contract, tort (including negligence) or otherwise for any business losses, such as loss of data, profits, revenue, business, opportunity, goodwill, reputation or business interruption or for any losses which are not reasonably foreseeable by us.

You accept sole responsibility for the legality of your actions under laws applying to you and the legality of any items or information you list on any of our Platform or any of our sites.

WSGE.com cannot and does not confirm, and is not responsible for ensuring, the accuracy or truthfulness of Users' purported identities or the validity of the information which they provide to us or post on our sites.

Subject to the previous paragraphs in this section (Liability), if we are found to be liable, our aggregate liability to you or to any third party is limited to the greater of (a) an amount equivalent to 10% of the price paid for the service contract under which the liability arose, or (b) £100.

Nothing in this User Agreement shall limit or exclude our liability for fraudulent misrepresentation, for death or personal injury resulting from our negligence or the negligence of our agents or employees or for any other liability that cannot be limited or excluded by law.

Indemnity

You shall fully indemnify and hold harmless us and our officers, directors, agents, subsidiaries, joint ventures and employees, successors, assigns, customers, suppliers and users of the Equipment ("**Third Party Beneficiaries**") against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with: (a) your breach or negligent performance or non-performance of or non-compliance with this User Agreement; (b) any claim made against us by a third party arising out of or in connection with the supply or use of the Equipment; (c) any claim made against us by a third party arising out of or in connection with the supply or use of services provided under any service contract (d) your improper use of our Services; and (e) any claim made against us by a third party for death, personal injury or damage to property arising out of or in connection with the Equipment.

Legal Disputes

If a dispute arises between you and WSGE.com, we strongly encourage you to first contact us directly to seek a resolution by contacting us at info@weservicegymequipment.com. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation. Any claim, dispute or matter arising under or in connection with this User Agreement shall be governed and construed in all respects by the laws of England and Wales. You and WSGE.com each agree to submit to the exclusive jurisdiction of the English Courts.



WeServiceGymEquipment.com

General

We shall not be in breach of this User Agreement nor liable for delay in performing, or failure to perform, any of our obligations if such delay or failure result from events, circumstances or causes beyond our reasonable control including, without limitation, labour shortages, riots, fire, weather, casualty, accidents, acts of God, acts of terrorism, pandemics or outbreaks of disease (such as COVID-19) and related issues

caused by related government actions, civil disorder, war, shortage of labour or materials or governmental acts or restrictions or other similar causes.

If any provision of this User Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.

We may assign our rights and obligations under this User Agreement.

You agree that all rights granted or provided to us under this User Agreement are also granted or provided to the Third Party Beneficiaries. In addition to WBGE.com, the terms of this User Agreement may be enforced in accordance with the Contracts (Rights of Third Parties) Act 1999 ("**Act**") by any Third Party Beneficiary.

Our failure to act with respect to a breach or non-compliance by you or others does not waive our right to act with respect to subsequent or similar breaches or non-compliances.

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

We may amend this User Agreement at any time by email, or by posting the amended terms on <https://weservicegymequipment.com>. All amended terms shall automatically be effective 30 days after they are initially posted. Your continued use of our Services after the effective date of these amended terms constitutes your acceptance of them.

The policies posted on our sites may be changed from time to time. Changes take effect when we post them on the WBGE.com website.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement. A person who is not a party to this User Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this User Agreement.

You acknowledge, agree, represent and warrant that the transactions contemplated by this User Agreement are commercial transactions and not for personal, family or household use.

The User Agreement, the WSGE.com Privacy Policy where applicable and all policies posted on our site are the entire agreement between you and WBGE.com and supersede all prior understandings and agreements of the parties.

The following Sections survive any termination of this User Agreement: Fees and Payment, Content, Liability, Indemnity, Legal disputes and the provisions contained in this General section. If you wish to send us a legal notice, this must be served by registered mail to WeServiceGymEquipment, 7 School Lane, Hartford, Cheshire CW8 1NP. We shall send notices to you by email to the email address you provide to WeServiceGymEquipment during the registration process. Notice to you shall be deemed given 24 hours after the email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by registered mail to the address provided during the registration process. Notices sent to either party by registered mail shall be deemed to have been received by that party three days after the date of mailing.