

Orbit4 User Agreement

Introduction

This User Agreement (“**User Agreement**”), the Privacy Policy (<https://orbit4.orbit4.org/privacy-policy>), all policies posted on our website set out the terms on which we offer you access to and use of our websites and services. The Privacy Policy, all other policies and, in each case where you have asked us to create an account for the following services: Fitness Compared, WeBuyGymEquipment and/or WeServiceGymEquipment, the terms of those respective services are incorporated by reference into this User Agreement. You agree to comply with the terms and conditions of all of the above agreements, terms and policies when accessing or using our services.

You are entering into a contract with **Orbit4 Group Limited**, a company registered in England (with company number: 12175398) having its registered office at 7 School Lane, Hartford, Cheshire CW8 1NP (“**Orbit4**” 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 the you upon your registration on the Orbit4 website <https://orbit4.org/> (“**Website**”).

User means the entity or individual that has registered as a user on the Platform in order to use the Orbit4 services and may be referred to as “**you**”, “**your**” or “**Seller**” in this User Agreement.

Group Platforms means the platforms provided by Orbit4.org, FitnessCompared.co.uk, WeBuyGymEquipment.com and/or WeServiceGymEquipment.com.

Platform means the asset management platform provided by Orbit4.org in order to provide the Services.

About our Services

We provide asset management and associated services for gym equipment as further described on our Website (“**Services**”).

The Process & Conditions

- You will follow the registration process on our Website, confirm your acceptance of this User Agreement and we will (at our discretion) approve you as a User.
- You will provide us with the information that we request regarding your gym equipment assets, including brand, range, product, manufacture date, installation date, warranty or service contract end date (“**Assets**”) in a csv file or similar format (“**Asset Information**”).
- We will not be responsible for any inaccurate, missing or delayed Asset Information.
- We will upload the Asset Information onto the Platform.
- We will provide you with training and login credentials to enable you to utilise the Platform to view your Asset Information and the associated data generated by the Platform.
- It is your responsibility to maintain up to date Asset Information on the Platform to ensure it accurately reflects your current Asset status.
- You acknowledge and agree that the data generated by the Platform relating to you and your Assets will be shared with our Aggregated Partners. We will only share your personal data with Aggregated Partners under the terms of the respective Group Platforms (for example, if you chose to negotiate with suppliers using FitnessCompared.co.uk, or if you agree to trade equipment using WeBuyGymEquipment.com, or if you agree to enter into a service agreement using WeServiceGymEquipment.com; in each case in order to introduce you to the other party). Any personal data we hold is covered by the terms of our privacy policy (<https://orbit4.orbit4.org/privacy-policy>). **Aggregated Partners** means other third parties who use the Group Platforms and which may include gym equipment service providers, sellers, buyers (traders) and manufacturers.

Fees

- The fees for the Services are payable per location and are based on our quotation agreed with you and your selected Services option (Free, Premium or Premium Plus). You will pay the fees as agreed between us either:
 - In advance on an annual basis. We will provide you with an annual invoice which you shall pay in accordance with the invoicing terms.
 - In advance on a monthly basis by standing order to our bank account, details of which we have provided to you. We will provide you with an annual invoice which you shall pay on or before the monthly payment date set out in the invoice.
- If you fail to pay any fees when such payment is due, and without prejudice to our other rights and remedies:
 - we may, without liability, disable your account and access to the Platform; and
 - interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of Barclays PLC from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- All amounts and fees stated or referred to in this User Agreement:
 - shall be payable in pounds sterling; and

- are non-cancellable and non-refundable.
- We are entitled to increase the fees upon 30 days' prior notice.

For the purpose of this User Agreement, 'location' means a single gym or club operating from one address.

Cancellation

We may, by written notice to you, cancel this User Agreement, or any portion of it, if you fail to perform any of your obligations under this User Agreement.

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;
- sell 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 information;
- 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 undertaken on a Group Platform;
- distribute viruses or any other technologies that may harm Orbit4, the Website, any Group Platform or the interests or property of Orbit4 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 Orbit4'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 period or modify or discontinue our Services at any time.

Abusing Orbit4

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.

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 Aggregated 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 Orbit4 and its Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Platform, Website or Services. Updated information and other notification functionality in Orbit4's Services may not occur in real time. Such functionality is subject to delays beyond Orbit4'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 you list on any of our sites.

Orbit4 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 Websites or any Group Platform.


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 an amount equivalent to the fees paid by you under this User Agreement in the 12 months immediately preceding the date on which the liability arose.

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, representatives, advisors, subsidiaries, joint ventures and employees, successors, assigns, customers, buyers and users of the Assets 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 Asset Information and/or the Assets; (c) your improper use of our Services, Website or any Group Platform; and (d) 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 Assets.

Governing Law; Legal Disputes

If a dispute arises between you and Orbit4, we strongly encourage you to first contact us directly to seek a resolution by contacting us at info@orbit4.org. 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 Orbit4 each agree to submit to the  exclusive jurisdiction of the English Courts.

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, epidemics, 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.

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.

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://orbit4.org>. 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 Orbit4 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 (together with all other documents to be entered into pursuant to it), the Orbit4 Privacy Policy (<https://orbit4.orbit4.org/privacy-policy>), each of the FitnessCompared (<https://www.fitnesscompared.co.uk/privacy-policy>), WeBuyGymEquipment.com (<https://www.webuygymequipment.com/privacy-policy/>) and/or WeServiceGymEquipment.com (<https://webuygymequipment.com/privacy-policy/>) terms and condition (where applicable) and all policies posted on our site are the entire agreement between you and Orbit4 and supersede all prior understandings and agreements of the parties.

The following Sections survive any termination of this User Agreement: Fees; Content; Liability; Indemnity; Governing Law; 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 Oorbit4 Group Limited, 7 School Lane, Hartford, Cheshire CW8 1NP. We shall send notices to you by email to the email address you provide to WBGE.com 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.