



8 August 2024

leeann@numiwellness.co.za

Numi Terms and Conditions

1. Definitions

- 1.1. "Numi" refers to the fitness and wellness facility operating under the name Numi.
- 1.2. "Member" refers to any individual who has completed registration and is approved to access Numi's services.
- 1.3. The "Numi App" refers to the application downloaded from www.numiwellness.co.za, the app store or a link supplied by Numi, that Members will use to sign up and purchase the class packages from.

2. Membership

- 2.1. Membership begins upon successful registration on the Numi App and includes access to up-to-date information on group classes.
- 2.2. By agreeing to become a Member, you consent to Numi using your contact information for class-related communications and retaining your details on the Numi App.
- 2.3. Membership is subject to approval by Numi.
- 2.4. Membership agreements are at the sole discretion of Numi and may be revoked at any time.

3. Cancellation Policy for Online Bookings

- 3.1. Cancellations made more than 12 hours before the class begins will be eligible for a refund to the Numi App account.
- 3.2. Cancellations made less than 12 hours before the class begins will be deemed as used, and the class will be deducted from your class package.
- 3.3. Classes not used within the expiry period of the package will be forfeited.

4. Purchase Policy

4.1. Class Packages and Promotions:

- 4.1.1. Class packages are non-refundable, non-returnable, non-exchangeable, and non-transferable between members. Class packages are activated on the date of purchase and are subject to expiration dates as provided.

4.1.2.Promotions are final sale and are non-refundable, non-extendable, and non-transferable between persons. Promotions expire at the end of the promotional period regardless of client attendance. Unused classes from promotional purchases are not eligible for reinstatement.

4.1.3.No refunds will be issued for unused classes. Members should ensure they are selecting the correct pricing option that best fits their attendance needs.

4.2. Private Sessions:

4.2.1.Private individual and group sessions are non-refundable, non-returnable, non-exchangeable, and non-transferable between persons, unless authorized by Numi. Cancellations must be received at least 12 hours prior to the appointment start time via leeann@numiwellness.co.za. Appointments cancelled less than 12 hours before the start time will be billed in full.

4.3. Merchandise:

4.3.1.Products purchased in-store can be exchanged within 15 days of purchase when accompanied by a receipt. Refunds are not issued. Products must be unused and in original, undamaged packaging. Opened personal products, including yoga mats, are not eligible for returns or exchanges.

4.4. Gift Cards and Gift Certificates:

4.4.1.Gift Cards and Gift Certificates are non-refundable, non-returnable, and non-transferable between members.

5. Payment policy

5.1. All bookings made through the Numi App must be prepaid and settled in advance of the class.

5.2. Subject to management approval, Numi reserves the right to deduct from the Member's class packages or charge a drop-in fee if they attend a class without pre-booking.

5.3. Management reserves the right to permit payment on the day, subject to pre-approval.

6. Privacy Policy

6.1. Acceptance of Privacy Practices:

6.1.1. By using the Numi App or website, you accept the practices described in this privacy policy. You are encouraged to review this policy periodically to understand how any personal information you provide will be used.

6.2. Information Collection:

6.2.1. Numi collects a variety of personal information either when users inquire about services, register for membership or through ongoing use of the Numi services.

6.2.1.1. Personal information such as name, contact details (mobile number, email address) and emergency contact information.

6.2.1.2. Health and fitness information including weight, body measurements, dietary history and other health-related information that you provide

6.2.1.3. Usage information including details of your interactions with our services, including usage patterns and preferences.

6.3. Use of Information:

6.3.1. We may use your information to communicate special offers, promotions, and information about our company via email. You may opt out of these emails at any time.

6.3.2. We do not share personally identifiable information with third parties.

6.3.3. We may use your information to deliver fitness programs, track progress and provide personalised recommendation.

6.3.4. We will use your data for record-keeping, billing history and customer service.

6.4. Email Information:

6.4.1. Email addresses collected are used to provide personalized and relevant experiences. If you provide your email address, you will receive emails about exclusive offers, events, and news at Numi. If you have previously opted out, re-subscribing will act as an 'opt back-in.'

6.4.2. To opt out of promotional emails, click the unsubscribe link at the bottom of our emails. You may receive additional communications until your request is fully processed.

6.4.3. You will continue to receive Member services related communications pertinent to your account. Numi may use your contact information to

communicate regarding administrative activities, such as freeze requests, online purchases, and important service alerts.

6.4.4. Numi will not sell or rent your name, email address, or any other personally identifiable information to third parties.

6.5. Contact information

6.5.1. Numi reserves the right to add Members to any Numi App communication group, whatsapp groups and other social media sites based off the contact information provided.

6.5.2. The Member's reserve the right to remove themselves from any unwanted groups and to notify Numi that they do not wish to be communicated through those channels.

6.6. Sharing Information:

6.6.1. We may share information with governmental agencies or companies assisting in fraud prevention or investigation when required by law, to protect against fraud, or to investigate fraud. Information is not provided for marketing purposes.

7. Compliance with POPIA:

7.1. Numi adheres to the Protection of Personal Information Act ("POPIA") of South Africa, ensuring your personal information is handled with the utmost care and in accordance with legal requirements.

8. Hotel Facility Use

8.1. Members must only enter the hotel for the purpose of attending their scheduled group class. If members elect to stay for coffee or any other amenities offered by the hotel, the responsibility is that of the Members to ensure they are familiar with and comply with the hotel's rules and regulations.

8.2. The use of changing rooms is at the Member's risk and must adhere to the hotel's rules and regulations.

8.3. Members are expected to adhere to all noise regulations of the hotel and to respect the property and other guests. Disorderly conduct may result in the revocation of membership.

8.4. For any issues related to the hotel's rules and regulations relating to conduct, members must contact the hotel's General Manager. Contact information is available at the front desk of the hotel.

9. Health and Safety Regulations

9.1. Members must comply with all applicable health and safety regulations. This includes adhering to any instructions given by Numi staff regarding the use of equipment and facilities.

10. Responsibility for Advice and No Guarantee of Results

10.1. Members understand and acknowledge that Numi does not guarantee specific results from participation in its programs, including improvements in fitness, health or body composition.

10.2. Any advice or recommendations regarding, nutrition, exercise or lifestyle provided by Numi or its staff are for information purposes only. You acknowledge that it is your sole responsibility to assess and decide whether to follow such advice and that Numi is not liable for any outcomes resulting from use of such advice.

10.3. If you elect to use the electronic scales to measure body composition or such other devices that Numi may offer to members, you understand and accept that these devices may not provide 100% accurate measurements and that Numi does not guarantee the accuracy of these measurements.

11. Indemnity

11.1. Members acknowledge and agree to indemnify and hold harmless Numi, including their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, and expenses arising out of or in connection with their use of the facilities or participation in classes.

12. Governing Law

12.1. This agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

12.2. Any disputes arising from this agreement, shall be resolved first through mediation or arbitration, following which they shall proceed to the South African Courts.

13. Limitation of Liability

13.1. Numi's liability is limited to the maximum extent permitted by law. In no event shall Numi be liable for any indirect, incidental, or consequential damages arising out of or in connection with the use of its facilities or services.

14. Force Majeure

14.1. Numi shall not be liable for any failure to perform its obligations under these Terms and Conditions due to events beyond its control, including but not limited to natural disasters, pandemics, or government restrictions.

15. Code of Conduct

15.1. Members are expected to conduct themselves in a respectful and professional manner. Examples of unacceptable behavior include but are not limited to harassment, aggressive behavior, or disruptive conduct. Such behavior may result in immediate revocation of membership.

16. Electronic Communications

16.1. By providing contact information, you consent to receive electronic communications from Numi regarding your membership, class schedules, and other relevant updates.

17. Termination of Membership

17.1. Membership may be terminated by Numi or the member at any time, subject to the terms of this document. Members seeking termination should contact Numi via email at leeann@numiwellness.co.za.

18. Amendments

18.1. Numi reserves the right to change the terms and conditions as well as prices at any time. Significant changes will be indicated by notice on the Numi App and it shall remain the responsibility of the Member to ensure that they are up to date with all amendments and notices. ~~this website~~. For questions about these terms and conditions, please contact the Numi office at leeann@numiwellness.co.za.

19. Digital Acknowledgment

19.1. By registering as a member or using the Numi App, you acknowledge and agree to these Terms and Conditions. Digital acknowledgment is obtained through the Numi App and/or by signing the Numi indemnity form in studio.

19.2. Members acknowledge that Numi reserves the right to issue policies through the Numi App or by other reasonable communication forms and that it is the Member's responsibility to ensure that they are aware of such policies.