

Membership Agreement

1. I, (hereafter the "Member") understand that this is an open-ended contract and will continue until cancelled according to the cancellation agreement or unless otherwise specified. Will be entitled to utilize and access locations assigned to the level of membership enrolled from the date on which I am accepted as a member subject to the payment of the appropriate membership fees and signature or electronic approval of this agreement to the date of termination or cancellation this same agreement. The Member will be entitled to use the locations during operating hours established by each independent business only and under the terms and conditions that each independent business adheres to. These operating hours and terms and conditions can change from time to time and at sole discretion of the independent business.
2. I, the Member understand that locations affiliated to ZiDiKiSM or commonly called "Network Participants" are independently owned and are not associated, owned, managed, or operated by ZiDiKiSM. As such, ZiDiKiSM holds no responsibility or association with any claims that may arise against or from any given business or affiliate.
3. ZiDiKiSM offers the following type of membership: Fit, fitplus, Superfit, Xtremefit, and Pay-as-you-go. Details of these types of membership are set out on the Membership (Join Now) page in our website form and may be changed from time to time at the company's discretion. Opportunities to upgrade or downgrade are available at any time.
4. This agreement was duly and fully completed by electronic signature by the Member, and the information contained herein is true and correct. ZiDiKiSM reserves the right to cancel the agreement if the information supplied is found to be incorrect and/or false.
5. This agreement contains all the terms of conditions of this agreement any addition, variation or cancellation of this agreement, including this paragraph, shall not be of any force and effect unless reduced writing and electronically signed by all parties.
6. The Member confirms that the company has the right to decline his or her application, in its sole and absolute discretion and without having to give any reasons therefore.
7. Upon signing the agreement, please be aware of the fact that the Member is liable to honor the Terms and Conditions as set out herein. This specifically includes the monthly payment of fees, irrespective of whether the Member attends gym or not.
8. ZiDiKiSM shall be entitled to cede or assign all or any

part of its rights and/or obligations under this agreement, without having to obtain the consent of the Member.

9. The Member shall not be entitled to cede or assign any of his or her rights or obligations under this agreement to anyone else, without the prior written consent of ZiDiKiSM, which consent will not be unreasonably withheld.

Federal Equal Credit Opportunity Act

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, Religion, national origin, sex, marital status, or age (provided titled applicant has the capacity to enter into a contract). The agency that administers compliance with the law is the Federal Trade Commission. Equal Credit Opportunity. Washington. DC 20580. ZiDiKiSM does not run credit checks.

Waiver and Release of Liability

1. ZiDiKiSM urges you and all members to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity that may affect your health. The Member hereby confirms and warrants that he or she is physically and medically fit to proceed with normal exercise and that he or she do not suffer from any illness or condition which prevents him or her from using the location facilities and equipment. All exercises, activities including but not limited to the use of weights, use of any and all machinery, equipment, and apparatus designed for exercising and entertainment shall be at the member's sole risk.
2. Member understands that the agreement to use, selection of exercise programs, methods, routines, and types of equipment or locations shall be the member's entire responsibility and ZiDiKiSM. As such the Member acknowledge that the company, its directors, employees, agents consultants, affiliates, network participants, contractors or representatives or the owner of the building shall not be responsible nor liable for any injury or loss suffered by the Member and/or any of his or her family members or guests, anyone on member's behalf, whether or not through any negligence and/or omission on the part of the company, its employees, agents, consultants, contractors or representatives of the company or the owner of the building for any reason whatsoever and howsoever arising.
3. In the event of the Member signing this contract as the guarding of any minors the Member hereby consent to such a minor being bound by the terms of this agreement, and the Member hereby indemnify the Company, its directors, employees, agents, consultants, contractors

and representatives and the owner of the building against all claims that may be made against them for or on behalf of such minors. As such, the Member undertakes to use the location facilities and equipment entirely at his/her own risk.

4. The company and the owner of the building will not be responsible for any loss, theft or damage to personal property of the Member, his or her dependants, guests or any third party/ies and as such the Member hereby waive any rights to sue the Company and/or the owner of the building for lost or stolen articles. The Member hereby indemnify the company, its directors, employees, agents, consultants, contractors, and representatives and the owner of the building and then hold them harmless against any and all claims arising out of any damage to the property of third party/ies, caused by the Member, his or her dependants, guests or third party/ies, whether caused intentionally or accidentally.

Payment Terms and Conditions

1. If payment is by means of monthly debit order, the membership period will commence on the date which the company opens or the date of acceptance as a member, whichever is the later date and will continue for consecutive months as set out in this agreement; this is considered "the Initial Period". On expiry of the Initial Period, this contract will automatically renew on a monthly basis. The Member may cancel the contract after expiry of the Initial Period by following the terms named under the Cancellation and Refund Policy. Reserves the right to charge an initiation fee to new members, in which case this fee will be posted on the website as an associated fee to those of the membership.
2. Membership fees, which may vary according to the type of membership purchased, shall be payable free of bank charges, set-off or any other deductions by members and shall be fixed for the Initial Period and shall be paid by either monthly debit order in advance of annually in advance and/or such other payment mechanisms as may be agree to in writing by the company or deemed necessary by the company. **Access to the Network locations facilities will be denied until such time that ZiDiKiSM has received payment in full of the corresponding membership.**
3. The company may, after the Initial Period, increase the membership fees by such amount, as the company in its sole and absolute discretion deems appropriate. In such case, ZiDiKiSM will communicate this in writing at least 35 days in advance of change to take place by using the email saved in the Member account profile. It is not the responsibility of ZiDiKiSM to ensure this email is up-to-date; it is the Member's sole responsibility.

Payment Authorization

E.F.T. Guarantee- I (member) give ZiDiKiSM, authorization to use the account and/ or credit card and/or debit card listed in my

account to automatically pay my dues on a monthly basis for monthly membership types or upon purchase authorization if using a Pay-As-You-Fit membership type without further notice required. I understand that I may cancel this agreement by following the instruction set on Cancellation and Refund Policy.

Cancellation and Refund Policy

1. Any monthly membership is a continuous payment plan and will continue until the buyer terminates the agreement in writing. You the member may cancel this membership at any time by filling out a cancellation form in our website or calling us.
2. No refunds will be provided for any current fees or prorated payments. Payment cancellation will take effect for next billing cycle and future payments will be cancelled.
3. Likewise, the company may in its sole and absolute discretion without having to furnish the Member with any reasons cancel this agreement or without written notice to the Member and the Member shall have no other claims against the company of any nature whatsoever.

Business or Network Participant Terms and Conditions

1. The All members should request, read and adhere to the Terms and Conditions, and Policies established in each of the businesses or network affiliates he or she chooses to attend. Please know that these businesses are not owned, operated, or managed by ZiDiKiSM, therefore different rules and regulations may be in place at the sole discretion of the affiliate or network business.
2. Businesses or Network affiliates must provide same treatment as to those not using ZiDiKiSM memberships or as to those paying their own membership rights.
3. Should the Member feel mistreated or notice a discrepancy between what is advertised in our website and that offered by the Business or network Participant, the Member should report this immediately using our File a Claim form online. ZiDiKiSM will investigate such claim and provide findings to client once available. No claim or legal action should result from this claim against ZiDiKiSM and the Member should hold harmless ZiDiKiSM.

Breach of Agreement

It will be considered a breach of agreement in the following circumstances:

1. The Member fails to adhere and behave in accordance with the rules and regulations
2. The Member otherwise breaches any other term of this contract; ZiDiKiSM may call upon the Member to remedy the breach or failure. If the breach or failure remains unremedied, ZiDiKiSM shall be entitled to either terminate this agreement upon written notice to the member or to demand specific performance from the member. This clause shall not prejudice the right of ZiDiKiSM to claim damages.
3. ZiDiKiSM shall be entitled to terminate this agreement with immediate effect upon written notice to the member

in the event that the member is sequestrated, liquidated or place under judicial management or debt review.

4. The Member confirms that he or she has familiarized himself or herself with the rules and regulations from ZiDiKiSM and any of his affiliate businesses in force from time to time. These rules and regulations are displayed or provided on the website and at the affiliated facilities.
5. In the event of one or more of these terms, conditions, rules or regulations being unenforceable, same will be deemed to be severable from the remainder of this contract.
6. ZiDiKiSM shall be entitled to amend, add or delete any of these said terms and conditions in its sole and absolute discretion.
 - If ZiDiKiSM ceases to operate, then the Members membership shall be terminated and the Member shall have no right or claims against the company save for a refund of the pro rata amount of prepaid membership fees, if any.