

SERVICE AGREEMENT

WARNING: WE TAKE OUR MAX CAPACITY RULE VERY SERIOUSLY

Do kindly note that these rules are in place to adhere to the latest government advisory and need to be strictly followed. Violation of the following rules may result in immediate suspension of your account.

We will be adopting a zero-tolerance policy. If you are caught in violation of the following rules, you will be asked to leave the Pod immediately and your account will be suspended. If you see suspicious behaviour in Dungeon/the Pods, please do your part and help report it to our team via the App or email.

THANK YOU FOR USING DUNGEON/THE GYM POD

Dungeon/The Gym Pod provides unmanned gym related services, premises and facilities in time-based sessions.

1 GENERAL

1.1 CONSIDERATION

1.1.1. In consideration of the Company allowing the User to use its Services, the User agrees to the terms and conditions of this Agreement. PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

1.2 MODIFICATION

1.2.1. At any time and without User's consent, the Company may unilaterally amend, modify, or change this Agreement in its sole discretion and without any notice or cause. By continuing to use the Website after any amendment, modification, or change, you have agreed to be bound by all such amendments, modifications, and changes. Therefore, please carefully review this Agreement on a regular basis to maintain awareness of all amendments, modifications, and changes.

1.3 EQUIPMENT

1.3.1. All of the foregoing equipment provided by Dungeon/The Gym Pod, in whole or part, shall be referred to as "Equipment".

1.3.2. All of the Services, Equipment and premises provided by Dungeon/The Gym Pod, in whole or part, shall be referred to collectively as "Dungeon/The Gym Pod".

1.4 HOW IT WORKS

1.4.1. User shall create an online membership (including paying of a deposit amount where necessary) from Dungeon/The Gym Pod's website or smart phone application.

1.4.2. Upon creation of a membership account, User can reserve a timeslot to use Dungeon/The Gym Pod. If applicable, User can apply to refund deposit if he/she does not use Dungeon/The Gym Pod any more.

1.4.3. User will need to review and accept the full terms of this Agreement. User further acknowledges and agrees that:

a) User shall agree to use Dungeon/The Gym Pod responsibly when reserved under his/her account;

b) User shall be responsible for ensuring that any individual operating or using Dungeon/The Gym Pod reserved under his/her account shall read and comply with this Agreement;

c) Before using Dungeon/The Gym Pod, User must check the Equipment. If there is something wrong with the Equipment, file a report immediately. Otherwise, User shall take responsibility for Dungeon/The Gym Pod. During User's reserved timeslot, he/she should keep Dungeon/The Gym Pod away from malicious destruction.

d) User is completely responsible and liable for deliberate damages to Dungeon/The Gym Pod during the timeslot he/she has reserved.

e) For User's safety, once an equipment is damaged, he/she should stop usage safely and report it. Dungeon/The Gym Pod will repair it as soon as possible.

1.4.4. User's reservation timeslot begins either when at the User's booked timeslot via the web or mobile app. Upon end of the reservation timeslot, the User is to ensure the Equipment are safely returned to its original position and exit Dungeon/The Gym Pod. Additional fees will apply if any Equipment is not safely returned to its original position and Dungeon/The Gym Pod is not locked after the reservation timeslot.

1.5 RULES

1.5.1. Dungeon/The Gym Pod reserves the right to suspend any account due to user misconduct and/or breaking of rules.

1.5.2. Rules includes, but is not limited to those found here.

1.5.2. Misconduct includes, but is not limited to:

a) Damage of property

b) Stealing of property

c) Security breach (includes, but is not limited to tampering with CCTV, interfering with the door locking mechanism)

d) Harassment of other users (includes, but is not limited to verbal, physical, and sexual harassment)

e) Leaving the Pod unclean and/or unsanitary

- f) Exceeding allowed number of persons
- g) Overstaying a session

1.6 SUSPENSION

1.6.1. During Phase 2, it's imperative that our users strictly follow the rules and regulations. These rules are in place to keep our community and the Pods safe. Breach of these rules puts us at risk of shutting Dungeon/the Pods down. If found guilty, your account may be suspended as such:

- (a) First time offence: Suspended for 2 weeks (affected sessions may be rescheduled to a later date)
- (b) Second time offence: Suspended for 2 weeks (any affected sessions are subject to forfeiture without refund)
- (c) Third time offence: Subject to lifetime ban

2 SERVICES

2.1. REGISTRATION

2.1.1. When registering, User should provide your personal information with his/her phone number and other necessary information for the proper usage of the Dungeon App. After successful registration, the Company will provide User with a personal account ("The Dungeon Account"), which means that User has consented to and authorises the Company to use his/her personal information for the purpose of providing User with the Services.

2.2 LICENCE

2.2.1. Subject to User's compliance with the terms of this Agreement, the Company will grant the User a limited, non-exclusive, non-sub-licensable, revocable, non-transferrable licence to (i) access and use the Applications on your personal device solely in connection with his/her use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for his/her personal, non-commercial use. Any rights not expressly granted herein are reserved.

2.3. OWNERSHIP

2.3.1. The Services and all rights therein are and shall remain the Company's property or the property of the Company's Licensees. Neither these terms nor User's use of the Services convey or grant to User any rights: (i) in or related to the Services except for the limited licence granted above; or (ii) to use or reference in any manner the Company's company names, logos, product and service names, trademarks or services marks or those of the Company's Licensees.

2.4. USER REQUIREMENTS AND CONDUCT

2.4.1. The Services are not available for use by persons under the age of 16. User shall not authorize third parties to use his/her account, and shall not allow persons under the age of 16 to use Dungeon/The Gym Pod unless they are accompanied by him/her. User may not assign or otherwise transfer his/her account to any other person or entity. User agrees to comply with all applicable laws when using the Services, and User may only use the Services for lawful purposes (e.g. no unlawful use of the premises). User will not in his/her use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to the third party provider or any other party. In certain instances User may be asked to provide proof of identity to access or use the Services, and User agrees that he/she may be denied access to or use of the Services if he/she refuses to provide proof of identity.

2.5. NOTIFICATION OF PROMOTIONS

2.5.1. By creating an Account, User agrees that the Company may send you informational content via the Dungeon app, (SMS) messages, electronic direct mailers (EDM) as part of the normal business operation of his/her use of the Services.

2.6. NETWORK ACCESS AND DEVICES

2.6.1. User is responsible for obtaining the data network access necessary to use the Services. User's mobile network's data and messaging rates and fees may apply if he/she accesses or uses the Services from a wireless-enabled device. User is responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. The Company does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

2.7 MAINTENANCE

2.7.1. The Company and its Licensee are responsible for the daily running, maintenance and repair of Dungeon/The Gym Pod. But it does not mean that the Company/Licensee have the obligation to ensure that all Equipment are in a trouble-free condition in real time. The User should confirm the integrity of the components, efficiency, and familiarize himself/herself with the performance of Equipment and safety devices before using Dungeon/The Gym Pod.

2.7.2. If User finds that the Equipment is malfunctioning, he/she shall stop using the affected Equipment, and notify the Company about the problem. If User disregards the malfunctioning equipment and continue to use it, the User should take responsibility for it.

3 PAYMENT

3.1 CHARGES

3.1.1. User understands that the use of the Services may result in charges to you for the services or goods you receive from a Third Party Provider ("Charges"). Upon reservation of a timeslot of Dungeon/The Gym Pod, the Company will facilitate your payment of the applicable Charges on behalf of the Third Party Provider, as such Third Party Provider's limited payment collection agent.

3.1.2. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable taxes where required by law.

3.2 COST

3.2.1. Once a reservation of timeslot has been made, User shall pay for the cost of using Dungeon/The Gym Pod. User will be able to view the price of Dungeon/The Gym Pod before reserving.

3.2.2. The balance in the User's e-wallet only can be used to pay reservation cost. It has no expiration date, and cannot be refunded, converted or donated to others. We will inform you each charge definitely.

4 RESTRICTIONS AND OTHER TERMS AND CONDITIONS OF DUNGEON/THE GYM POD

4.1 REPRESENTATIONS AND WARRANTIES

4.1.1. As a condition precedent to the Company's agreement to allow User to enjoy the use of Dungeon/The Gym Pod, the User represents and warrants to the Company that:

a) User meets the minimum age requirements: (1) is at least 16 years of age (2) User is experienced and familiar with the safe and competent operation of the Equipment, and that he/she is physically and mentally fit to use them

b) User is familiar with all applicable local rules, regulations, codes and laws that relate to the safe and legal operation of the Equipment.

c) User is medically fit.

4.2 ACKNOWLEDGEMENTS AND AGREEMENTS

4.2.1. As a condition precedent to the Company's agreement to allow User to enjoy the use of Dungeon/The Gym Pod, the User acknowledges and agrees as follows:

- a) User is capable of operating and using the Equipment and is not relying on the Company to learn how to operate or use the Equipment.
- b) User is solely responsible for operating and using the Equipment in a safe, careful and reasonably competent manner.
- c) All Equipment are and shall remain the exclusive property of the Company or its Licensee at all times.
- d) The Company is not obligated to provide insurance of any kind related to User or User's use of the Equipment, and in the event that the Company, at its option, carries insurance, User shall remain liable for any liability, property damage, personal injury, injury to others, damages, penalties, fines, losses, and/or expenses of any kind whatsoever.
- e) If User causes damage to property or injury to another party while operating or in use of Dungeon/The Gym Pod, User is solely liable for such damage or injury.
- f) User shall return Dungeon/The Gym Pod to the Company in the same condition as when received.
- g) User is liable for any and all damages resulting from improper use or abuse of Dungeon/The Gym Pod and the cost of such damages.

4.3 REQUIREMENTS

4.3.1. As a condition precedent to the Company's agreement to allow User to enjoy the use of Dungeon/The Gym Pod, User shall do the following ("Use Requirements"):

- a) Carefully inspect the Equipment prior to use to ensure it is good operating condition;
- b) Test the Equipment's operating components before proceeding with the intended use;
- c) Promptly notify The Gym Pod's customer service of any defect, malfunction or needed repair to the Equipment; and
- e) Contact The Gym Pod and local Police immediately in the event of theft of the Equipment or an accident that occurred during User's use of the Equipment resulting in bodily injury.

4.4 RESTRICTED USES

4.4.1. User shall not do any of the following acts ("Restricted Uses"):

- a) Use any Equipment if User is younger than 16 years of age.
- b) Use any Equipment if User has any existing physical or mental condition that would prohibit User from safely operating the Equipment.
- c) Operate any Equipment while under the influence of alcohol, drugs, or any other substance that would impair User's ability to safely operate it.

- d) Violate any applicable federal, state, or local law.
- e) Operate an Equipment that has any defect, fails to operate as a properly functioning Equipment, or that is in need of repair.
- f) Continue using the Equipment if it, or any component of it, should become defective or malfunction.
- g) Use Dungeon/The Gym Pod for any commercial purposes.
- h) Remove or modify any accessories, parts or components of Dungeon/The Gym Pod.
- i) Remaining after reservation timeslots in Dungeon/The Gym Pod without paying applicable user fees.

5 SERVICE LIMITATIONS

User acknowledges and agrees that from and after the date that the Company makes unmanned gyms available to the public for use, it may suspend all or part of its unmanned gym program at any time, may relocate the unmanned gyms, reduce the number of unmanned gyms available and otherwise operate its unmanned gym program in its sole discretion. User shall not be entitled to a refund of any fees for unused period. The Company does not represent or warrant that Dungeon/The Gym Pod will be available for usage at any time.

6 RELEASE AND LIMITATION OF LIABILITY

6.1. For and in consideration of usage of Dungeon/The Gym Pod, rider, for itself and on behalf of rider's heirs, executors, administrators and assigns, forever releases and relinquishes and discharges (i) the Company, its Licensee, their respective officers, boards and commissions, members, managers, employees, suppliers, agents, representatives, (ii) any municipality with which the Company has contracted with to provide a unmanned gym programme, and (iii) any owner of property with which city has contracted with to provide real property on which a unmanned gym facility, including, without limitation, container gyms, or retail gyms, intended for gym use (all, collectively, the "The Gym Pod parties") from any and all claims, demands, disputes, losses, liabilities, debts, liens, charges, penalties, proceedings, causes of action and damages including for personal injury, wrongful death, property damage, and injury to user or to third parties (collectively, "claims"), including unknown or unanticipated claims, which arise from or are related directly or indirectly to this agreement or the rental, maintenance, design, use and/or operation of Dungeon/The Gym Pod equipment, including the unmanned gyms, or the Dungeon website, including any and all claims related to the sole or partial negligence of the Company, Licensee, The Gym Pod parties or any other party. Rider hereby expressly waives any claims against The Gym Pod parties which user does not know or suspect to exist in his or her favour at the time of booking The Gym Pod services, and expressly waives rider's rights under any statutes that purport to preserve rider's unknown claims.

6.2. In no event will user claim that The Gym Pod parties individually or collectively did not adequately train user, or provide user with adequate instructions necessary, to operate Dungeon/The Gym Pod in the same manner as a person who is an experienced gym user who has been trained to operate gym equipment in a safe and careful manner.

7 ASSUMPTIONS OF RISKS; DISCLAIMER

Rider expressly acknowledges and accepts that user's usage of Dungeon/The Gym Pod is at his/her own risk. User accepts the Equipment for use after exercising his/her own free choice to participate voluntarily in this activity and after having inspected the Equipment and certifying that is in good operating condition. User understands that exercising in the gym may be a hazardous activity. User acknowledges, understands and assumes all risk relating to the usage, maintenance, design, use and/or operation of the Dungeon/The Gym Pod, including the Equipment, and the Dungeon website and understands that exercising involves risk to the User and others including damages, bodily injury, partial or total disability, paralysis and death to User or others, and that User has full knowledge of said risks and dangers, including such risks, damages and injuries that may arise from the negligence of others or as a result of roadway conditions. All Equipment and other Dungeon/The Gym Pod properties are provided "as is" and without any warranty of any kind, whether express or implied, written or oral, including, without limitation, any warranty of merchantability, quality or fitness for a particular purpose. The Company, Licensee, and The Gym Pod parties hereby disclaim any claim in tort (including negligence, product liability or strict liability).

8 DISPUTE RESOLUTION

User agrees that the Company, at its sole discretion, may submit any disputes whatsoever arising out of, resulting from, and/or relating to this Agreement, User's use of Dungeon/The Gym Pod's Equipment, including, without limitation, gym equipment, and/or the Dungeon website, to competent court in Singapore. And this Agreement shall be governed by the laws of Singapore without regard to conflicts of law provisions.

9 INDEMNIFICATION

User shall indemnify, defend and hold harmless the Company and its Licensee for, from and against any and all Claims related to or arising out of this Agreement, including, but not limited to User's breach of any representations, warranties or covenants set forth in this Agreement, and the rental, maintenance, design, use or operation of the Equipment, the properties, and/or the Dungeon website, even where caused in whole or in part by the Company's or its Licensee's negligence, and/or the negligence of others, whether presently known or unknown. At the Company's/Licensee's option, User will assume control of the defence and settlement of any Claim subject to indemnification by User (provided that, in such event, the Company or its Licensee may at any time elect to take over control of the defence and settlement of any such Claim). In no event may User settle any Claim without the Company's/its Licensee's prior written consent.

10 ASSIGNMENT

The Company/Licensee may assign its rights and duties under this Agreement to any party at any time without notice to User.

11 NO WAIVER

The Company's/Licensee's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any part of this Agreement. No waiver by The Gym Pod or its Licensee shall be construed as a waiver of any proceeding or succeeding breach of any provision in this Agreement.

12 TERMINATION OF AGREEMENT

The Company may terminate this Agreement at any time, without cause, legal process, or notice to the User and User's use of the Equipment is "at the will" of the Company. User waives all claims, causes of actions, expenses, and/or damages connected and/or related to any such termination. User shall not be entitled to a refund of any amount paid for unused timeslots. If this Agreement is terminated for cause, User may terminate User's unused timeslots at any time; provided, however, that no refund will be provided by Dungeon/The Gym Pod for time already used by User.

13 SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Agreement shall remain in full force and effect.

14 SURVIVAL

All provisions of this Agreement relating to limitation and exclusion of liability, waivers, assumption of risk, warranties and indemnification obligations shall survive the termination of this Agreement, and all amounts unpaid at the time of termination or expiration of this Agreement shall remain due and payable.

15 PERSONAL DATA PROTECTION

You agree and consent to the Company using and processing your Personal Data for the Purposes and in the manner as identified hereunder.

For the purposes of this Agreement, "Personal Data" means information about you, from which you are identifiable, including but not limited to your name, identification card number, birth certificate number, passport number, nationality, address, telephone number, credit or debit card details, race, gender, date of birth, email address, any information about you which you have provided to the Company in registration forms, application forms or any other similar forms and/or any information about you that has been or may be collected, stored, used and processed by the Company from time to time and includes sensitive personal data such as data relating to health, religious or other similar beliefs. "Personal Data" also includes images and videos of yourself on the premises.

The provision of your Personal Data is voluntary. However, if you do not provide the Company your Personal Data, your request for the Application may be incomplete and the Company will not be able to process your Personal Data for the Purposes outlined below and may cause the Company to be unable to allow you to use the Service.

The Company may use and process your Personal Data for business and activities of the Company which shall include, without limitation the following (the "Purpose"):

- To perform the Company's obligations in respect of any contract entered with you;
- To provide you with any services pursuant to the Terms of Use herein;
- To process your participation in any events, promotions, activities, focus groups, research studies, contests, promotions, polls, surveys or any productions and to communicate with you regarding your attendance thereto;
- Process, manage or verify your application for the Service pursuant to the Terms of Use herein;
- To validate and/or process payments pursuant to the Terms of Use herein;
- To develop, enhance and provide what is required pursuant to the Terms of Use herein to meet your needs;
- To process any refunds, rebates and or charges pursuant to the Terms of Use herein;
- To facilitate or enable any checks as may be required pursuant to the Terms of Use herein;
- To respond to questions, comments and feedback from you;
- To communicate with you for any of the purposes listed herein;
- For internal administrative purposes, such as auditing, data analysis, database records;
- To use images/videos taken on the premises for commercial purposes without payment.
- For purposes of detection, prevention and prosecution of crime;
- For safety management;
- For the Company to comply with its obligations under law;

- To send you alerts, newsletters, updates, mailers, promotional materials, special privileges, festive greetings from the Company, its partners, advertisers and or sponsors;
- To notify and invite you to events or activities organised by the Company, its partners, advertisers, and or sponsors; and/or
- To share your Personal Data amongst the companies within the Company's group of companies comprising the subsidiaries, associate companies and or jointly controlled entities of the holding company of the group (the "Group") and with the Company's and Group's agents, third party providers, developers, advertisers, partners, event companies or sponsors who may communicate with you for any reasons whatsoever.

If you do not consent to the Company processing your Personal Data for any of the Purposes, please notify the Company using the support contact details as provided in the Application.

If any of the Personal Data that you have provided to us changes, for example, if you change your e-mail address, telephone number, payment details or if you wish to cancel your account, please update your details by sending your request to the support contact details as provided in the Application.

The Company will, to the best of its abilities, effect such changes as requested within fourteen (14) working days of receipt of such notice of change.

By submitting your information to the Company, you consent to the use of that information as set out in the form of submission and in the Terms of Use.

16 THIRD PARTY INTERACTIONS

During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party providers, advertisers or sponsors showing their goods and/or services through the Service, the Software and/or the Application. Any such activity and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. The Company and its Licensees shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any such third-party. The Group does not endorse any applications or sites on the Internet that are linked through the Service, the Application and/or the Software, and in no event, shall the Company, its Licensees or the Group be responsible for any content, products, services or other materials on or available from such sites or third party providers. The Company provides the Service to you pursuant to the Terms of Use. You recognise, however, that certain third party providers of transportation, goods and/or services may require your agreement to additional or different Terms of Use prior to your use of or access to such goods or services, and the Company is not a party to and disclaims any and all responsibility and/or liability arising from such agreements between you and the third party providers.

The Company may rely on third party advertising and marketing supplied through the Service and other mechanisms to subsidise the Service and/or to earn additional revenue. By agreeing to the

Terms of Use you agree to receive such advertising and marketing. If you do not want to receive such advertising, you should notify us in writing or in accordance with the procedure determined by the Company. The Company reserves the right to charge you a higher fee for or deny you use of the Service should you choose not to receive these advertising services. This higher fee, if applicable, will be posted on the Company's website located at <https://o.bike>. You agree and allow the Company to compile and release information regarding you and your use of the Service on an anonymous basis as part of a customer profile or similar report or analysis. You agree that it is your responsibility to take all precautions in all actions and interactions with any third party transportation provider, other third party providers, advertisers and/or sponsors you interact with through the Service and/or advertising or marketing material supplied through the Service.

17 PROTECTION FOR OUR PRODUCT

No authorised agents/ third parties including members of the public should work on the modification, reproduction, distribution, transmission, public display, exhibition, broadcast, reproduction, translation, publication, authorisation, creation of derivative products, transfer, sale, reverse engineering, and decompilation that occurs from the system and its related programmes. The Gym Pod is entitled to pursue all liability and compensation for any of the above acts, and not limited to attempt to extract source code, obtain raw data from The Gym Pod products or services and/ or any part of them.

20 CUSTOMER SUPPORT

If you encounter any problem using Dungeon/The Gym Pod, you can report it with the mobile application. We encourage you to submit your comment. Besides, you can contact:

support@thegympod.com