

GYMSWAP PTY LTD

Consumer Terms & Conditions

Effective Date: 9/2/2026

Introduction

Welcome to GymSwap. These Terms and Conditions ("Terms") govern your access to and use of the GymSwap platform, including our website and web application (collectively, the "Platform"), operated by GymSwap Pty Ltd ("GymSwap", "we", "us", or "our").

By creating an account, accessing the Platform, or using any of our services, you agree to be bound by these Terms. If you do not agree to these Terms, you must not use the Platform.

These Terms apply to all users of the Platform, including individuals who list unused gym days for sale ("Sellers") and individuals who purchase gym day passes ("Buyers"). Where a term applies specifically to Sellers or Buyers, this is indicated.

We may update these Terms from time to time. If we make material changes, we will notify you by email at least 30 days before the changes take effect. Your continued use of the Platform after the effective date of any changes constitutes acceptance of the updated Terms.

1. Eligibility

To use the Platform, you must be at least 18 years of age. If you are under 18, you may only use the Platform through a parent or legal guardian's account, and that parent or guardian accepts full responsibility for your use of the Platform and compliance with these Terms.

By creating an account, you represent and warrant that you are at least 18 years old or are using the Platform under the supervision and with the consent of a parent or legal guardian who has agreed to these Terms.

2. Account Registration

To access the Platform's services, you must create an account by providing a valid email address and creating a password. You agree to provide accurate, current, and complete information during registration and to update such information as necessary to keep it accurate.

You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You must notify us immediately if you become aware of any unauthorised use of your account.

We reserve the right to suspend or terminate your account at our discretion if we reasonably believe that your account information is inaccurate, that you have violated these Terms, or that your continued use of the Platform poses a risk to GymSwap, our partner gyms, or other users.

3. How the Platform Works

GymSwap is a technology platform that facilitates transactions between Sellers (gym members who wish to list unused gym days) and Buyers (individuals who wish to purchase one-off gym access). GymSwap operates in partnership with participating gyms ("Partner Gyms").

3.1 For Sellers

If you are a current member of a Partner Gym, you may list unused gym days for sale on the Platform. By listing a day, you represent that you are an active, paying member of the relevant

Partner Gym and that you have capacity to list the day in accordance with your membership terms.

When a Buyer purchases your listed day, you will receive a digital gift card as compensation. Gift cards are issued by third-party retailers (not by GymSwap) and are subject to the terms and conditions of the issuing retailer, including any expiry dates. GymSwap does not control and is not responsible for the terms, availability, or usability of third-party gift cards.

Sellers do not receive cash payments. The gift card model is a core feature of the Platform and cannot be substituted for cash, bank transfer, or any other form of monetary payment.

3.2 For Buyers

Buyers may browse and purchase available gym day passes through the Platform. Each day pass grants the Buyer access to the specified Partner Gym for the date and duration indicated in the listing.

Upon purchase, the Buyer will receive a confirmation and check-in instructions via the Platform. Buyers must comply with all rules, policies, and directions of the Partner Gym when attending, including any sign-in procedures, dress codes, and facility rules.

3.3 Transaction Economics

The price of each day pass is determined by GymSwap based on the Partner Gym's membership pricing structure. When a transaction occurs, the proceeds are split between the Partner Gym (which receives a commission), the Seller (who receives a gift card), and GymSwap (which retains a service fee). The specific split is not displayed to sellers before they confirm a listing.

4. Payments

All payments on the Platform are processed through Stripe, a third-party payment processor. By making a purchase, you agree to Stripe's terms of service and privacy policy in addition to these Terms.

You must provide valid payment information to complete a transaction. GymSwap does not store your full credit card or payment details — this information is handled securely by Stripe in accordance with PCI-DSS standards.

All prices displayed on the Platform are in Australian Dollars (AUD) and are inclusive of GST where applicable.

5. Refund Policy

All purchases are final. Once a day pass has been purchased, no refunds will be issued. This applies regardless of whether the Buyer attends the Partner Gym on the specified date.

If a Buyer is unable to access the Partner Gym due to an error on the part of GymSwap or the Partner Gym (for example, if the gym is unexpectedly closed or the Buyer is denied entry despite holding a valid day pass), GymSwap will investigate and, at its sole discretion, may issue a credit, replacement day pass, or refund.

To report an access issue, contact us at +61 452 092 469 or oscar@gymswap.com.au within 48 hours of the scheduled access date.

6. Seller Gift Cards

Gift cards issued to Sellers are provided by third-party retailers. GymSwap acts solely as a facilitator in procuring and delivering these gift cards and makes no representations or warranties regarding the gift cards, including their value, usability, or acceptance by any retailer.

Gift cards are subject to the issuing retailer's terms and conditions, including any expiry dates. It is your responsibility to review and comply with those terms. GymSwap is not liable for any loss arising from expired, lost, or unusable gift cards after delivery.

Gift cards are non-transferable and non-refundable once issued. GymSwap will deliver gift cards digitally via the Platform following the completion of a transaction.

7. User Conduct

You agree to use the Platform only for lawful purposes and in accordance with these Terms.

Without limiting the foregoing, you agree not to:

- Create multiple accounts or provide false information during registration.
- List gym days that you are not entitled to sell or that do not correspond to a valid membership at a Partner Gym.
- Use the Platform to facilitate any fraudulent, deceptive, or misleading activity.
- Attempt to circumvent the Platform to transact directly with other users.
- Interfere with or disrupt the Platform's functionality, security, or infrastructure.
- Use the Platform in any way that violates applicable laws or regulations.
- Harass, abuse, or harm other users, Partner Gym staff, or GymSwap personnel.

8. Account Suspension and Termination

GymSwap reserves the right to suspend or permanently terminate your account, without prior notice, if we reasonably believe that you have engaged in fraudulent activity, including but not limited to: providing false identity information, initiating chargebacks without legitimate basis, listing gym days without a valid membership, or any other activity that constitutes fraud or deception.

If your account is suspended or terminated for fraud, you forfeit any pending gift cards, credits, or other entitlements on the Platform. GymSwap may also take any additional action permitted by law, including reporting the matter to relevant authorities.

You may close your account at any time by contacting us at oscar@gymswap.com.au. Account closure does not entitle you to a refund for any prior purchases or pending transactions.

9. Assumption of Risk and Liability

GymSwap is a technology platform only. We do not own, operate, or manage any gym or fitness facility. We are not responsible for the condition, safety, equipment, supervision, or operations of any Partner Gym.

By using the Platform to access a Partner Gym, you acknowledge and agree that:

- Physical exercise involves inherent risks of injury, illness, or death.
- You voluntarily assume all risks associated with attending and using the facilities of any Partner Gym.
- You are solely responsible for assessing your own fitness and health before participating in any physical activity.

- GymSwap is not liable for any personal injury, death, property damage, or loss arising from your attendance at or use of any Partner Gym's facilities.
- Partner Gyms may require you to sign their own waivers, release forms, or agreements as a condition of entry. It is your responsibility to comply with any such requirements.

To the maximum extent permitted by law, you release and discharge GymSwap, its officers, directors, employees, agents, and affiliates from any and all claims, demands, or causes of action arising out of or relating to your use of any Partner Gym's facilities.

10. Limitation of Liability

To the maximum extent permitted by Australian Consumer Law and any other applicable legislation:

- GymSwap's total aggregate liability to you for any and all claims arising out of or relating to these Terms or your use of the Platform shall not exceed the total amount you have paid to GymSwap through the Platform in the 12 months preceding the claim.
- GymSwap shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, goodwill, or other intangible losses, regardless of whether such damages were foreseeable.
- GymSwap does not exclude or limit liability for death or personal injury caused by our negligence, fraud, or any liability that cannot be excluded under Australian Consumer Law.

11. Disclaimers

The Platform is provided on an "as is" and "as available" basis. GymSwap makes no warranties, express or implied, regarding the Platform, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

We do not guarantee that the Platform will be uninterrupted, error-free, secure, or free from viruses or other harmful components. We do not warrant the accuracy, completeness, or timeliness of any information provided through the Platform.

GymSwap does not endorse, verify, or guarantee the quality, safety, or suitability of any Partner Gym, and makes no representations regarding any Partner Gym's facilities, staff, or services.

12. Intellectual Property

All content on the Platform, including text, graphics, logos, trademarks, software, and design elements, is the property of GymSwap or its licensors and is protected by Australian and international intellectual property laws.

You may not reproduce, distribute, modify, create derivative works from, publicly display, or otherwise use any of GymSwap's intellectual property without our prior written consent.

13. Privacy

Your use of the Platform is also governed by our Privacy Policy, which is available as a separate document on our website. The Privacy Policy describes how we collect, use, store, and disclose your personal information.

By using the Platform, you consent to the collection and use of your information as described in the Privacy Policy. We encourage you to read the Privacy Policy carefully.

14. Third-Party Services

The Platform integrates with or relies on third-party services, including Stripe (for payment processing) and various retailers (for gift card fulfilment). Your use of these third-party services is subject to their respective terms and conditions.

GymSwap is not responsible for the acts, omissions, or policies of any third-party service provider. Any disputes arising from the use of third-party services should be directed to the relevant third party.

15. Indemnification

You agree to indemnify, defend, and hold harmless GymSwap, its officers, directors, employees, agents, and affiliates from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable legal fees) arising out of or relating to:

- Your breach of these Terms.
- Your use of the Platform or any Partner Gym's facilities.
- Any fraudulent, negligent, or wrongful act or omission by you.
- Any violation of applicable law or the rights of any third party.

16. Dispute Resolution

If a dispute arises in connection with these Terms or your use of the Platform, the parties agree to first attempt to resolve the dispute through good faith negotiation. Either party may initiate this process by sending a written notice of the dispute to the other party.

If the dispute is not resolved through negotiation within 30 days, the parties agree to submit the dispute to mediation administered by a mediator agreed upon by both parties, or if no agreement can be reached, a mediator appointed by the Resolution Institute (or its successor body).

If mediation does not resolve the dispute within 60 days of the mediator's appointment, either party may commence legal proceedings in the courts of New South Wales, Australia. The parties irrevocably submit to the exclusive jurisdiction of those courts.

Nothing in this clause prevents either party from seeking urgent injunctive or interlocutory relief from a court of competent jurisdiction.

17. Governing Law

These Terms are governed by and construed in accordance with the laws of New South Wales, Australia, without regard to conflict of law principles. Any legal proceedings arising out of or relating to these Terms shall be brought exclusively in the courts of New South Wales.

18. Australian Consumer Law

Nothing in these Terms is intended to exclude, restrict, or modify any consumer guarantee or right under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) or any other applicable legislation that cannot be excluded, restricted, or modified by agreement.

To the extent that GymSwap is entitled to limit its liability under Australian Consumer Law, our liability is limited, at our option, to the re-supply of the relevant services or the payment of the cost of having the services re-supplied.

19. General Provisions

19.1 Entire Agreement

These Terms, together with our Privacy Policy and any other documents expressly referenced herein, constitute the entire agreement between you and GymSwap regarding your use of the Platform and supersede all prior agreements, understandings, and representations.

19.2 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving its original intent.

19.3 Waiver

The failure of GymSwap to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision. Any waiver must be in writing and signed by GymSwap.

19.4 Assignment

You may not assign or transfer your rights or obligations under these Terms without GymSwap's prior written consent. GymSwap may assign its rights and obligations under these Terms without restriction.

19.5 Force Majeure

GymSwap shall not be liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from circumstances beyond our reasonable control, including but not limited to natural disasters, pandemics, government actions, power failures, internet outages, or third-party service disruptions.

19.6 Notices

All notices from GymSwap to you will be sent to the email address associated with your account. It is your responsibility to ensure your email address is current. Notices from you to GymSwap should be directed to oscar@gymswap.com.au.

20. Contact Us

If you have any questions about these Terms, please contact us:

GymSwap Pty Ltd

Email: oscar@gymswap.com.au

Phone: +61 452 092 469

— End of Terms & Conditions —