

## NASM CERTIFIED PERSONAL TRAINING COURSE TERMS AND CONDITIONS

### BACKGROUND

A. Cityfitness Group Limited (trading as “Team 360”) (**Team 360**) conducts fitness and physical training activities at clubs from various locations within New Zealand.

B. The National Academy of Sports Medicine (**NASM**) provide a Certified Personal Training Course in America and via other partners internationally.

C. Team 360 is acting as a reseller of the NASM Certified Personal Training Course (**NASM Course**).

D. The CPT+ Course is the NASM Course plus a Job Specific Training Course run from select CityFitness locations.

### AGREEMENT

These terms and conditions (including any NASM documentation referred to in these terms and conditions) (together the **Terms**) govern your access to and use of the NASM Course you have registered for.

By registering with Team 360 for a NASM Course, you accept these Terms, which (together with the application form completed by you (**Application**), form a legally binding agreement between Team 360 and you (the **Agreement**).

This Agreement is personal to you. You must not transfer, assign or sub-license your rights or obligations under this Agreement to any other person.

References in these Terms to **purchaser, you** or **your** mean the individual that has registered for the NASM Course in the Application.

#### 1. Conditions of access to your NASM Course

- a. Your right to access and undertake your NASM course is strictly subject to your acceptance of and compliance with the NASM requirements that apply to your NASM course, including:
  - (i) the NASM terms and conditions available at <https://auth.nasm.org/terms.html> (excluding subsections 2.1 to 2.3, section 5, section 10 and section 14 of such terms and conditions) (**NASM Terms**). **By accepting these Terms, you are also deemed to have accepted and agreed to the NASM Terms.**
  - (ii) your Candidate Handbook; and
  - (iii) any other NASM conditions, rules and restrictions notified to you or included in any NASM documentation made available to you.
- b. Your right to access and undertake your NASM course is also subject to:
  - (i) your compliance with all reasonable instructions, directions, guidelines and policies notified by Team 360 to you;

- (ii) you treating all Team 360 property, staff, personal trainers and/or Cityfitness members in a respectful manner and using all reasonable endeavours not to disrupt or risk that safety of any of them; and
  - (iii) otherwise complying with this Agreement.
- c. You acknowledge and agree that you do not own any intellectual property rights in the NASM or Team 360 documentation or information made available to you in connection with your NASM Course, which is and shall remain the property of NASM or Team 360 (as applicable). You must not use any such documentation or information for any purpose other than registering for and undertaking your NASM Course.

## 2. Price and Payment Plans

- a. You agree to pay the total cost of the NASM Course you have registered for, either in full upfront or pursuant to a weekly or monthly payment plan (as set out below), as agreed in your Application.
- b. Where you elect a weekly or monthly payment plan in your Application, you are obligated to make all payments until the total course fees have been paid in full.

**Table of Standard Course Fees** – If you elect to pay your course fees by weekly or monthly instalments, the standard course fees will apply and your payments will be as detailed in the table below. The deposit and first instalment is due at the time the Application is completed.

|                     | <b>CPT – Weekly</b> | <b>CPT – Monthly</b> | <b>CPT+ Weekly</b> | <b>CPT+ Monthly</b> |
|---------------------|---------------------|----------------------|--------------------|---------------------|
| Total Cost          | \$1699              | \$1699               | \$1999             | \$1999              |
| Deposit             | \$399               | \$399                | \$399              | \$399               |
| Instalment Amount   | \$65                | \$260                | \$80               | \$320               |
| Instalment Duration | 20 Weeks            | 5 Months             | 20 Weeks           | 5 Months            |
| First Payment       | \$464               | \$659                | \$479              | \$719               |

## Pay in Advance Discount

If you elect to pay your full course fees in one lump sum in advance (**Paid in Advance**) for the NASM Course, a 10% discount off the standard course fees will apply, as specified in the table below.

## Paid in Advance Pricing

|                                    | <b>CPT</b> | <b>CPT+</b> |
|------------------------------------|------------|-------------|
| <b>Standard Course Price</b>       | \$1699     | \$1999      |
| <b>Paid in Advance Discount</b>    | 10%        | 10%         |
| <b>Total Paid in Advance Price</b> | \$1529.10  | \$1799.10   |

## 3. Payment terms

- a. Your course fees will be charged to your nominated credit/debit card in advance of each billing period, or upon purchase if you select the Paid in Advance option. Upon agreeing to these Terms, you consent to Team 360 or its nominated payment processor charging your nominated credit/debit card the relevant fees, on a weekly, or monthly basis (as applicable).
- b. The purchaser acknowledges and agrees that credit/debit card transactions are securely processed by Stripe, a third party payment processor, and are subject to Stripe's Terms of Service (available at [stripe.com/legal](https://stripe.com/legal)). Stripe is solely responsible for such transactions and Team 360 excludes all liability for such transactions to the extent not restricted by law. Stripe maintains administrative, technical, and physical procedures to protect information stored on its servers, as outlined within its privacy policy.
- c. Subject to d below, inactive accounts, accounts with insufficient funds, or payments that are returned for any reason will be re-run 7 days after the scheduled payment date.
- d. In the event of two consecutive failed payments, this Agreement will be terminated and access to the NASM Course content will be suspended until the original amount owed is paid.

#### **4. Training**

- a. Upon compliance with any applicable eligibility requirements and payment of the course fees in full or the deposit (as applicable), Team 360 will enrol you in the NASM Course which includes online content, workshops and an online textbook.
- b. Upon full payment of the course fees and compliance by you with any NASM registration requirements, Team 360 will enrol you in the NASM Certified Personal Training Final Exam.
- c. The NASM certification will be delivered 100% online.
- d. The NASM Course is a formal certification, but on its own is not recognised by the Register of Exercise Professionals in New Zealand (**REPs**).
- e. To aid in learning and give the student a pathway to register with REPs in New Zealand, practical workshops and assessments can be completed at nominated CityFitness clubs. REPs Registration must be applied for within 60 days of completing the NASM certification and passing the workshop assessments. After 60 days, further assessment may be required and would be at the purchaser's cost.
- f. The NASM Course gives the purchaser the opportunity to sit the final exam three times. Three additional attempts can be obtained but will incur a cost of \$329 to

the student. No further opportunities will be provided if you fail the final exam three times.

## **5. PT Eligibility**

- a. Purchasing the NASM Course does not guarantee that you will be offered an opportunity to become a personal trainer at CityFitness, there is a separate application process for this.

## **6. Privacy and Access to Course Completion Information**

- a. We collect and process your personal information when you register for and undertake your NASM Course. In order to provide you with the NASM Course (and improve on it), we may also collect certain information about the performance of the NASM Course and your use of it.
- b. By agreeing to this Agreement, you also agree to the way we handle your personal information under our privacy policy, at [www.cityfitness.co.nz](http://www.cityfitness.co.nz), which forms part of these Terms and the way in which NASM handles your personal information, as specified in the NASM Terms.
- c. You must not:
  - (i) provide us with any personal information that is not necessary to register for or undertake your NASM Course; or
  - (ii) share another person's personal information without that person's explicit consent.
- d. You consent to Team360 obtaining information from NASM regarding your module completion, quiz scores and final exam scores, with the understanding that this information will only be used by Team 360 for its internal business purposes, such as providing you with access to the NASM Course, monitoring your progress and compliance with this Agreement and as otherwise permitted by the Cityfitness privacy policy and applicable laws.
- e. You must keep confidential all non-public information, training materials, business systems, processes, templates and know-how made available by CityFitness or NASM in connection with your NASM Course and must not disclose such information to any third party or use it for any purpose other than undertaking the NASM Course. This clause shall survive the termination of this Agreement.

## **7. Term and Termination**

- a. This Agreement shall commence on the date that you register for your NASM Course and accept these terms, and shall continue until it is terminated by you or us in accordance with these Terms.
- b. Team 360 may terminate this Agreement if you fail to comply with any term of this Agreement (including for clarity, the NASM Terms) and otherwise pursuant to

clause 3(d) of these Terms. Upon such termination, you will no longer be entitled to access your course and any course fees already paid are non-refundable.

- c. Team 360 may also terminate this Agreement immediately on notice to you if Team 360 ceases to hold the rights required by it to use the NASM trademarks and resell the NASM Course. Upon such termination, you will no longer be entitled to access your course but your course fees will be refunded to you if you have not completed the course at the date of such termination.
- d. You may terminate this Agreement at any time on written notice to Team 360. However, please note that, if you choose to terminate before completing your NASM Course, you will no longer be entitled to access your course and any course fees already paid are non-refundable.

## **8. Warranties**

- a. Cityfitness will use its reasonable endeavours to make your NASM Course available to you in accordance with (and subject to) this Agreement and the formal NASM documentation provided to you.
- b. Except as expressly provided for in clause 8a, to the extent permissible at law, any warranties, conditions, representations or guarantees in respect of the NASM Course (whether implied by statute, common law or custom of the trade or otherwise, including implied warranties, guarantees or conditions of merchantability and/or fitness for a particular purpose) are excluded.
- c. However, nothing in this Agreement limits any rights that cannot be excluded under the Consumer Guarantees Act 1993 or other applicable consumer legislation.

## **9. Liability**

- a. To the extent permitted by law, in no instances shall the liability of either party to the other under or in connection with this Agreement exceed the total course fees for the NASM Course you are enrolled in, except that this cap on liability shall not apply to any liability: (i) that you have to Team 360 for any damage to Team 360 property caused by you; (ii) that you have to NASM or to Team 360 from any claim by NASM arising out of your acts or omissions (including any failure by you to comply with the NASM Terms); (iii) that you have to CityFitness for a breach of your confidentiality obligations under this Agreement or any infringement by you of CityFitness' or NASM's intellectual property rights; or (iv) that either party has to the other for wilful misconduct.
- b. Neither CityFitness (nor any CityFitness personnel) will be responsible for any damage caused to you (or any of your property) to the extent it arises from your failure to follow any instructions, directions, procedures or guidelines notified to you in connection with the NASM Course.

- c. Neither party shall be liable to the other for any indirect, consequential or special loss, including loss of profits, loss of business opportunity, loss of goodwill or loss of anticipated savings.

#### **10. General**

- a. Nothing in this Agreement creates any employment, partnership, agency, franchise or joint venture relationship between the parties.
- b. This Agreement contains all terms, representations and warranties made between the parties and supersedes all prior discussions and agreements covering the subject matter of this Agreement.
- c. No exercise or failure to exercise or delay in exercising any right or remedy by a party will constitute a waiver by that party of that or any other right or remedy available to it.
- d. This Agreement will be governed by and construed in accordance with New Zealand law.