

TERMS AND CONDITIONS – WEBSITE & SERVICES

Website owner, the offering and binding Terms:

1. This website is owned and operated by Legacy MMA Gym, Bangladesh (“Legacy”). These Terms set forth the terms and conditions under which the user, (“you or members”) may use our website and services as offered by us. This website offers visitors the gym facilities, programs classes and information associated with Legacy. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

Who can use this website:

2. In order to use our website and/or receive our services, you must be at least 16 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

Key commercial Terms offered to customers:

3. When buying a program, class or product (“services”) offered under this site, you agree that:
 - (i) you are responsible for reading the full item listing before making a commitment to purchase the services:
 - (ii) you enter into a legally binding contract to purchase a service when you commit to buy service, and you complete the check-out payment process.
4. The prices we charge for using our services / for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page or will be made available upon request.
5. The fee for the services and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged on a monthly basis to your payment method.

Return and Refund Policy:

6. For any undamaged product, simply return it with its included accessories and packaging along with the original receipt (or gift receipt) within 14 days of the date you receive the product, and we will exchange it or offer a refund based upon the original payment method. In addition, please note the following: (i) Products can be returned only in the country in which they were originally purchased; and (ii) the following products are not eligible for return: [list of items].

Retention of right to change offering:

7. We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.
 - i) However, any running contract or pre-paid contracts will be honoured if there are no issues with health and safety regulation and payment for such service has been made by the client.

Ownership of intellectual property, copyrights and logos:

8. The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights,

photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Legacy MMA Gym. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

9. You recognize and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text and literary works) through any means to any public website, social channel (including, but not limited to Instagram, Facebook, Snapchat, Youtube) you confirm that you own all the relevant rights or received the appropriate license to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed at the website.
 - i) If any content (including but not limited to images, videos, graphics or sound) is created for promotional, informative or any such other purposes, with mutual consent and agreement between Legacy MMA Gym and you:
 - i. Legacy MMA Gym reserves the right to request the removal of any content that it deems damaging to its business, brand or reputation.
 - ii. Such requests must be complied within a reasonable time frame.

Right to suspend or cancel user account:

10. We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment

Indemnification:

11. You agree to indemnify and hold Legacy MMA Gym harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

Limitation of liability:

12. To the maximum extent permitted by applicable law, in no event shall Legacy MMA Gym, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.
13. To the maximum extent permitted by applicable law, Legacy MMA Gym assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

Right to change and modify Terms:

14. We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these page periodically. When we change the Terms in a

material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service and contact Legacy MMA Gym directly.

Promotional emails and content:

15. You agree to receive from time-to-time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you do not want to receive such promotional materials or notices – please just notify us at any time.

Preference of law and dispute resolution:

16. These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of Bangladesh, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Dhaka District Courts. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

TERMS AND CONDITIONS –SERVICES

17. Membership Eligibility:

- a) Membership is open to individuals aged 16 or above. Minors (16-17 years old) must provide written consent from a parent or guardian.
- b) Members must complete and sign a membership agreement and a health waiver to use the facilities.

18. Membership, Programs and Class Options:

- a) Gym Memberships are available as monthly, quarterly, or annual packages.
 - i. Annual Gym Membership package payments will need to be made all in once in order to avail the discount. Monthly payments are not allowed.
 - ii. 3 months Gym Membership package payments will need to be made all in once in order to avail the discount. Monthly payments are not allowed.
- b) Programs under “Programs” are all one-month program, except –
- c) ‘Personal Trainer – 8 sessions’ consist of 8 sessions which members can avail at any time within 3 months after the start date chosen by the member. Members are to inform trainers within a reasonable timeframe in order to accommodate their sessions. In case of a trainer being booked, the next available trainer will be asked to provide the services to the Member.
 - i. ‘Personal Trainer – 1 month’ consist of 4 sessions which members can avail within 1 month after the start date chosen by the member. Members are to inform trainers within a reasonable timeframe in order to accommodate their sessions. In case of a trainer being booked, the next available trainer will be asked to provide the services to the Member.
- d) Classes listed under ‘Weekly Classes’ are all one-month programs, classified as “Programs”.
 - ii) Members of each package will receive first priority to book their slots.

- iii) Such slots will need to be booked 12 hours before the class to ensure full and fair allocation of all members and guests. After the 12 hours period, non-members will be able to fill up available slots.
 - e) Fees are non-transferable and non-refundable unless specified in the cancellation policy.
 - f) Annual and prepaid memberships must be paid in full at the time of purchase or before members are allowed to use the Legacy MMA Gym facilities and premises.
19. Facility Use:
- a) Members are expected to adhere to all gym rules and guidelines displayed within the premises.
 - i) Failure to adhere to these rules, will result in removal of member as indicated under Section 28, Code of Conduct and Removal Policy.
 - b) Proper attire and footwear must be worn at all times.
 - c) Equipment must be used as intended and returned to its designated place after use.
 - d) Members are not allowed to film other members of the gym or staff without their full and informed consent.
 - e) Smoking or any use of other banned substance (including but not limited to, e-cigarettes, marijuana, consumption of alcohol) are strictly prohibited and will result in suspension of the member.
 - f) Members should be aware that the Legacy MMA Gym facility is monitored 24/7 by security cameras in all public areas, except the locker rooms and toilets.
 - g) Members are responsible for leaving the toilet and locker facilities, in a clean and respectful state, as they found them. Any issues, should be reported to the staff members immediately.
 - h) Locker room facilities are available for all members. Personal items and possessions must be placed in lockers while using the gym facility. Legacy MMA Gym will not be held responsible for any unattended items that are lost, damaged or stolen.
 - i. Further, members will be held liable for missing locker keys and will incur a fine of 200 BDT if the key is lost or damaged.
20. Health & Safety:
- a) Members are responsible for ensuring they are in suitable physical condition before engaging in gym activities.
 - b) Legacy MMA Gym is not liable for any injuries or accidents arising from improper use of equipment or failure to follow instructions.
21. Combat Programs & Participation
- a) Members participating in combat sports programs, including but not limited to MMA, Muay Thai, Boxing, and Legacy Fit, acknowledge that these activities carry inherent risks, including the risk of injury during both official matches and training sessions.
 - b) By engaging in these activities, through application of program or the date membership starts, members accept full responsibility for any injuries or accidents that may occur during participation and acknowledge that Legacy MMA Gym will not be held liable for any harm sustained in the course of training or official bouts, including but not limited to physical injury, psychological injury, or death.
 - c) Members who are unwilling to participate in combat sports activity which includes facing another member, player or staff, or who wish to withdraw from training or a match, must promptly inform their coach or instructor. Participation is voluntary, and members must communicate any concerns or intentions to opt out before engaging in the activity.
 - d) During the course of each training session or match, members will be instructed on how to signal withdrawal mid-way through matches or training sessions. The agreed-upon signal will be a tap on tap on the opponent's arm or the ground, although this is not a fixed

indication and can vary depending on the situation. Members must follow this protocol if they wish to cease participation for safety reasons.

22. Payment Terms

- a) Monthly memberships are charged on a recurring basis and must be paid in advance.
 - i. If payment is made online, the recurring charge will be processed on the same date of your initial payment. E.g. If you made your first monthly payment on the 3rd of June, the next payment will be charged on the 3rd of July (or the nearest date).
 - ii. If payment is made via cash, the recurring charge must be cleared before you are permitted to use the facility or attend programs. E.g. If you paid your first session on the 18th of October, the next payment must be made by the 18th of November at the latest.
 - iii. Failure to make the required payment by the due date will result in suspension of your membership privileges until payment is cleared.

23. Cancellation Policy:

- a) Monthly memberships:
 - i. Members may cancel their monthly membership before the payment of the next month is due.
 - ii. Cancellations requested after this period will be processed for the following billing cycle.
- b) Annual memberships:
 - i. Cancellations within 7 days of purchase are eligible for a full refund, minus an administrative fee.
 - ii. After the 7-day period, no refunds are offered unless due to exceptional grounds (proof required).
- c) Class Packages and One-class pass:
 - i. Free cancellation is allowed 24 hours before the first session.
 - ii. It is not possible to cancel *one-time* classes after the 24-hour period before the class has lapsed.

24. Membership Freeze Policy:

- a) Members may freeze their membership for medical or travel reasons for a minimum of 1 month and a maximum of 3 months.
- b) A written request must be submitted, and approval is subject to management's discretion.

25. Termination of Membership:

- a) Legacy MMA Gym reserves the right to terminate memberships for violations of gym rules, inappropriate behaviour, or non-payment of dues.
- b) See More under the Section 28, Code of Conduct and Removal Policy.

26. Liability Waiver:

- a) By signing up for the membership, members acknowledge and accept that Legacy MMA Gym is not responsible for loss or damage to personal property or injuries sustained while on the premises.

27. Changes to Terms and Conditions:

- a) Legacy MMA Gym reserves the right to modify these terms and conditions at any time. Members will be notified of changes via email or notices displayed in the gym.

28. Code of Conduct and Removal Policy:

At Legacy MMA Gym, we prioritise the safety, respect, and comfort of all members, staff and visitors. To maintain a positive environment, the following policy is in place:

- 1) Grounds for Immediate Removal: Members will be subject to immediate removal from the premises for any of the following actions:
 - a) Causing a disruptive scene or engaging in unruly behaviour.
 - b) Using profanity, abusive language, or making derogatory remarks towards other members or staff.
 - c) Bringing prohibited items onto the premises.
 - d) Instigating or participating in physical altercations or fights beyond the training or matches.
- 2) Zero tolerance Policy on Discrimination or harassment: Any form of discrimination or the use of language deemed racial, offensive, derogatory, or targeting an individual's personal characteristics (including but not limited to gender, religion, disability, ethnicity, appearance) will result in immediate termination of membership and removal from the premises.
- 3) Escalation Measures:
 - a) If a situation escalates beyond the control of gym staff, Legacy MMA Gym reserves the right to involve security personnel or law enforcement authorities to ensure the safety and security of everyone present.
 - b) Any costs or consequences resulting from law enforcement intervention will be the responsibility of the offending individual(s).
 - c) No Refund Policy: Memberships terminated under this policy will not be eligible for refunds, regardless of the remaining duration of the membership or package.

By joining Legacy MMA Gym, all members agree to abide by this policy to ensure a safe and respectful environment for everyone.

Legacy MMA Gym
Green City Centre,
58 Satmasjid Road,
Dhaka 1209,
Bangladesh
E: contact@legacymmagym.com
T: +8801793470283