

KIOSK APP TERMS AND CONDITIONS OF USE

1. About the Application

- (a) Welcome to Praveón (**Application**). The Application is a Pilates fitness Application providing general Pilates fitness information (**Services**).
- (b) The Application is operated by Praveón Pty Ltd (ABN: 76 689 911 171) (**Praveón**). Access to and use of the Application, or any of its associated Products or Services, is provided by Praveón.
- (c) Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Application, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Application, or any of Services, immediately.

2. Acceptance of the Terms

You accept the Terms by tapping or clicking the "I Agree" button presented when you first access the Application. If you do not agree to the Terms, you must not use the Application or Services.

3. Disclaimer

- (a) The Services provided through this Application, including any fitness and Pilates activities, are intended for general informational and educational purposes only. They are not a substitute for professional medical advice, diagnosis, or treatment. You should consult your physician or other qualified healthcare provider before beginning any exercise program or making any health-related decisions, including those involving fitness and Pilates activities. If you have any pre-existing medical conditions, injuries, or concerns about your health, you must obtain medical clearance before using the Services.
- (b) Participation in any fitness or Pilates activities carries inherent risks, including the risk of physical injury. By engaging with the Services, you acknowledge these risks.
- (c) If you are using the Services unsupervised, you acknowledge and agree that you have watched the instructional video provided by Praveón and you acknowledge that you are using the equipment voluntarily and at your own risk. Praveón assumes no risk whatsoever for your use of the equipment.

4. Waiver and Release

- (a) You acknowledge and agree that your use of the Application and participation in any fitness or Pilates activities offered through the Services is voluntary and at your own risk. You hereby release and forever discharge Praveón Pty Ltd, its affiliates, employees, agents, contributors, third-party content providers, and licensors from any and all liabilities, claims, demands, actions, or causes of action arising out of or related to any loss, damage, or injury, including any personal injury, death, or property damage, that you may sustain while using the Services, except as required by law (including any non-excludable rights under the Australian Consumer Law), or as a result of Praveón's gross negligence or willful misconduct. Nothing in these

Terms is intended to exclude, restrict, or modify any right or remedy you may have under the Australian Consumer Law that cannot be excluded, restricted, or modified by agreement.

- (b) You further agree to indemnify and hold harmless Pravéon, its affiliates, employees, agents, contributors, third-party content providers, and licensors from any and all liabilities, claims, demands, actions, or causes of action arising out of or related to your breach of these Terms or your use of the Services, except as required by law.
- (c) By using the Application, you confirm that you have read, understood, and agree to be bound by this waiver and release. If you do not agree to these terms, you must cease using the Application and Services immediately.

5. Your Responsibilities

- (a) You agree that you are of suitable health and fitness and you are physically capable of engaging in, and participating in, exercise. You acknowledge that it is your responsibility to stop exercising immediately if you feel pain, dizziness, or discomfort.
- (b) You must watch the instructional video provided in the Application and take care when engaging in activities such as spring changes, headrest adjustment, rope and strap adjustment, jump board installation and shoulder rest adjustment., headrest adjustment, rope and strap adjustment, jump board installation and shoulder rest adjustment. If you are not familiar with any aspect of the equipment, you must stop using the equipment and seek assistance from a qualified instructor before using the equipment.
- (c) You agree to check the equipment before use and ensure springs are properly attached before beginning exercise, that the carriage moves freely and that the surrounding space is clear of obstacles.

6. Competitors

If you are in the business of providing similar Services for the purpose of providing them to users for a commercial gain, whether business users or domestic users, then you are a competitor of Pravéon. Competitors are not permitted to use or access any proprietary information or confidential content on our Application for competitive purposes, provided that this restriction does not apply to information that is publicly available or that the competitor has independently developed. If you breach this provision, you agree to indemnify Pravéon for any reasonably foreseeable loss that Pravéon may sustain as a direct result of such breach, provided that Pravéon has taken reasonable steps to mitigate such loss, and Pravéon may seek injunctive relief and/or damages in accordance with applicable law.

7. Indemnity

You agree to indemnify Pravéon, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) all reasonable actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including reasonable legal fees) incurred, suffered or arising out of or in connection with your content, to the extent such claims arise from your breach of these Terms or violation of third party rights;

- (b) any direct consequences of you accessing, using or transacting on the Application in breach of these Terms or in a manner that violates applicable law or third party rights; and/or
- (c) any direct loss or damage arising from any breach of the Terms not otherwise covered by sub-clauses (a) or (b) above.

8. Copyright and Intellectual Property

- (a) The Application and the Services are subject to copyright. The material on the Application is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Application (including but not limited to text, graphics, logos, button icons, video images, audio clips, Application code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes and are reserved by Pravéon or its contributors.
- (b) All trademarks, service marks and trade names are owned, registered and/or licensed by Pravéon, who grants you a worldwide, non-exclusive, royalty-free, revocable license whilst you are accessing and using the Application to:
 - (i) use the Application pursuant to the Terms;
 - (ii) copy and store the Application and the material contained in the Application in your device's cache memory; and
 - (iii) print pages from the Application for your own personal and non-commercial use.

Pravéon does not grant you any other rights whatsoever in relation to the Application or the Services. All other rights are expressly reserved by Pravéon.

- (c) Pravéon retains all rights, title and interest in and to the Application and all related Services.
- (d) You may not, without the prior written permission of Pravéon and the permission of any other relevant rights owners: broadcast, republish, upload to a third-party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third-party services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Application, which are freely available for re-use or are in the public domain

9. Governing Law

The Terms are governed by the laws of New South Wales, Australia. Any dispute or claim of whatever nature arising out of or in any way relating to the Terms will be governed by the laws of New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and any courts of appeal from them in respect of any proceedings arising out of or in connection with the Terms. Any dispute or claim of whatever nature arising out of or in any way relating to the Terms will be governed by the laws of New South Wales, Australia.