

STAUNCH USER AGREEMENT

For Fitness Training Services Provided by Staunch Health & Fitness Private Limited ("Staunch")

Effective Date: 29-10-2025

PLEASE READ CAREFULLY. By creating an account, purchasing a plan, booking a session, or clicking "I Agree," you accept this Staunch User Agreement ("Agreement"). If you do not agree, do not use the Services.

1. PARTIES & CAPACITY

1.1 Staunch Health & Fitness Private Limited ("Staunch", "we", "our") supplies fitness training services ("Services") directly to you, the end user ("User", "you"). Staunch fulfills bookings through its authorized provider network of trainers ("Trainers"). Staunch may assign, reassign, or substitute any authorized Trainer to deliver a Session, at Staunch's discretion.

1.2 Trainers are service providers engaged by Staunch to assist in delivering the Services. They are not employees or agents of the User. Nothing in this Agreement creates an employment, partnership, or joint venture relationship between you and any Trainer.

1.3 Staunch may update this Agreement from time to time. The version in force at the time of booking or renewal applies. Continued use after notice of changes constitutes acceptance.

2. DEFINITIONS

"Plan" means a subscription or pack of Sessions purchased by the User. "Session" means a one-on-one or group training slot booked with Staunch. "Validity Period" means the period within which a Plan must be consumed, as communicated at purchase. "Grace Period" means the limited window after the Validity Period during which eligible missed Sessions may be rescheduled. "Plan Days" means the recurring day-pattern tied to a Plan (e.g., Monday/Wednesday/Friday). "Venue" means the location of service delivery (User's residence, clubhouse/society gym, or another User-suggested location approved by Staunch). "Chargeback" means a payment reversal/retrieval request initiated by your issuer or payment network. "Account Credits" are non-cash service credits issued by Staunch (e.g., goodwill/adjustments). "Promotional Credits" are discretionary non-cash benefits granted by Staunch with their own validity/usage rules. "Cut-off Window" means the minimum advance time before a Session start by which a User cancellation must occur to be considered a Timely Cancellation, as published in-app for your Plan. "Waiting Buffer" means the post-start grace minutes a Trainer will wait, as published in-app for your Plan.

3. ACCOUNT REGISTRATION & PLATFORM USE

3.1 Create and maintain a personal account with accurate, complete, and up-to-date details. You are responsible for your credentials and all activity under your account.

3.2 Eligibility & Lawful Use. You represent that you are of legal age and capable of forming a binding contract. Use the Platform and Services only for lawful, personal purposes and in compliance with this Agreement.

3.3 Use Restrictions. You must not: (a) solicit or engage Trainers off-platform; (b) bypass Platform payments; (c) scrape, copy, reverse engineer, or interfere with the Platform; (d) upload illegal/infringing/harmful content; (e) engage in fraud, impersonation, or harassment; (f) misuse support/dispute channels.

3.4 Account Deletion & Retention. You may request deletion via email or in-app. Booked Sessions will be canceled, and remaining credits may lapse per Section 5. Certain data may be retained as required by law or per our Privacy Policy.

4. SCOPE OF SERVICES; BOOKING & FULFILMENT

4.1 Services comprise in-person fitness training Sessions delivered by Staunch through authorized Trainers at an approved Venue. Remote Sessions may be offered at Staunch's discretion.

4.2 Booking. You are responsible for booking Sessions within your Plan's Validity Period. Staunch confirms bookings based on availability and may allocate or substitute Trainers as needed.

4.3 Session Duration, Cut-offs & Buffers. Session duration, cut-off windows for cancellations, and Waiting Buffers are as published in-app for your Plan.

4.4 Venues. Services may be delivered at (a) your residence; (b) your clubhouse/society gym where permitted; or (c) a User-proposed location approved by Staunch. You are responsible for access permissions, fees, and compliance with venue rules.

4.5 Right to Refuse/Stop. Staunch or a Trainer may refuse or stop a Session if the Venue or circumstances are unsafe, non-compliant, or unsuitable.

5. PLANS, CANCELLATIONS, GRACE, CONSUMPTION & LAPSE

5.1 Plan Validity. Each Plan has a Validity Period communicated at purchase. Unused Sessions within the Validity Period may be eligible for rescheduling during the Grace Period as per this Section.

5.2 Timely Cancellations (\geq Cut-off). If you cancel at or before the Cut-off Window, the Session is eligible for reschedule only if there exists an eligible Plan Day within your Grace Period. In such case, Staunch will assign the Session to the next eligible Plan Day within the Grace Period and notify you in-app/email/SMS. If no eligible Plan Day exists within the Grace Period, the Session lapses at period end.

5.3 Late Cancellations (< Cut-off). Cancellations made after the Cut-off Window are treated as consumed and are not eligible for reschedule or credit.

5.4 No-Show. If you are absent for the entirety of the Waiting Buffer, the Session is marked consumed and is not eligible for reschedule or credit.

5.5 Lapse. A lapsed Session expires at the end of the Grace Period if no eligible Plan Day was available for a Timely Cancellation. A lapsed Session cannot be reinstated.

5.6 Illustrative Example. For an M/W/F Plan: if you cancel Monday at least by the Cut-off and your Grace Period still has future M/W/F days, the Session is assigned to the next M/W/F day within Grace. If Grace ends before any next M/W/F day occurs, the Session lapses. If you cancel after the Cut-off or do not attend within the Waiting Buffer, the Session is consumed and not eligible for reschedule.

5.7 No Refunds. Staunch does not offer refunds for unused/partly used Plans, consumed Sessions, dissatisfaction, or expired/lapsed Sessions, except where required by law or where Staunch cancels Services in full. Any mandated refund is processed net of payment gateway and other non-recoverable charges.

6. PRICING, TAXES & PAYMENTS

6.1 Prices are as displayed in-app and may change prospectively. Price changes do not affect Plans already purchased.

6.2 Taxes. Prices are exclusive of applicable taxes. GST is charged as applicable (currently 5%) and shown on the invoice. Tax rates may change by law without notice.

6.3 Invoices & Processing. Staunch issues GST tax invoices and uses third-party gateways for collection. You authorize charges to your payment method for purchases and taxes.

6.4 Chargebacks. If you initiate or receive a Chargeback that is not upheld, you remain liable for the amounts. Staunch may suspend Services, require alternate payment, and set off against Account Credits to cover unpaid amounts and non-recoverable fees.

6.5 Credits & Promotions. Promotional Credits are discretionary, non-cash, non-transferable, non-refundable, and subject to their own validity/usage rules. Account Credits may be applied only to eligible Staunch purchases, are non-cash and non-transferable, and expire as communicated.

7. USER RESPONSIBILITIES

7.1 Safe Venue & Equipment. You are solely responsible for a safe, hazard-free Venue and for maintaining any equipment used. Ensure adequate space, ventilation, lighting, floor condition, and remove obstacles.

7.2 Health Disclosure & Suitability. Disclose relevant conditions/injuries/limitations and obtain medical clearance if needed. Stop immediately if you feel pain, dizziness, or discomfort and seek medical advice.

7.3 Conduct & Respect. Behave respectfully, follow Trainer guidance, and comply with venue rules. Abusive, harassing, or unsafe conduct may result in suspension/termination without refund.

7.4 Minors & Vulnerable Users. A parent/guardian must consent and remain present for Sessions involving minors or vulnerable users, unless explicitly waived by Staunch in writing.

7.5 No Off-Platform Dealings. Do not solicit or engage Trainers off-platform. All bookings and payments must flow through Staunch.

8. HEALTH & SAFETY; NO MEDICAL ADVICE

8.1 Services are for general fitness and well-being and do not constitute medical advice, diagnosis, or treatment. Staunch and Trainers do not prescribe medicines or medical nutrition plans.

8.2 Assumption of Risk. Physical exercise carries inherent risks. You voluntarily assume all risks at any Venue.

8.3 Consent to Physical Cues. With your consent, Trainers may provide verbal or minimal physical cues for posture/form. Inform the Trainer immediately if uncomfortable.

9. TRAINER ASSIGNMENT; CONDUCT; MISCONDUCT HANDLING

9.1 Assignment & Substitution. Staunch allocates Trainers and may substitute or reassign at any time for operational reasons.

9.2 Expected Standards. Trainers must follow Staunch standards, including professionalism, punctuality, and respect. Report concerns promptly through the app/portal or by email.

9.3 Misconduct Handling (Support but No Liability). Staunch will reasonably assist in addressing reported Trainer misconduct (investigation, suspension, termination, cooperation with authorities). To the maximum extent permitted by law, Staunch does not assume liability for damages arising from a Trainer's individual acts/omissions, including criminal or intentional misconduct.

10. SERVICE ISSUES & COMPLAINT WINDOW

10.1 Raise service issues (e.g., no-show, material misconduct, serious quality deficiency) within forty-eight (48) hours of the Session/event. Failure to notify within this window may limit available remedies.

10.2 Upon valid notice, Staunch may, at its discretion, reschedule the affected Session, allocate a different Trainer, or issue Account Credits. Monetary refunds are not provided except where required by law or where Staunch cancels Services in full.

11. INTELLECTUAL PROPERTY & USER CONTENT

11.1 Staunch Materials remain Staunch's IP. You receive a limited, non-transferable license to use them solely to consume the Services.

11.2 User Content. You grant Staunch a limited license to use session feedback and reasonable testimonials you voluntarily submit for service improvement and marketing, subject to revocation by written notice.

12. PRIVACY & DATA PROTECTION

12.1 Roles. Staunch acts as a data fiduciary/controller for user personal data. Trainers act as processors/sub-processors on Staunch's behalf with limited, purpose-bound access.

12.2 Use & Sharing. Your data is used for accounts, bookings, fulfillment, safety/quality, payments, and legal compliance. We share with necessary processors under safeguards.

12.3 Retention & Security. Data is retained as necessary for the above or as required by law. We adopt reasonable security measures but cannot guarantee absolute security.

12.4 Rights & Contact. You may exercise rights available under applicable law. For grievances, contact the Grievance Officer in Section 20 and see our Privacy Policy.

13. PROHIBITED CONDUCT

You agree not to: (a) harass, abuse, or endanger Trainers; (b) bring illegal substances or weapons to a Session; (c) record Sessions without consent; (d) solicit off-platform dealings; (e) misuse the app/portal; (f) violate venue rules or law; (g) engage in hate speech or discriminatory conduct.

14. SUSPENSION & TERMINATION

14.1 Staunch may suspend or terminate your access for breach, unsafe conduct, chargebacks, fraud, or legal/compliance reasons. No refunds are due upon termination for cause.

14.2 Upon termination, remaining Sessions and credits may lapse per Section 5. Provisions that by nature should survive (payments due, IP, privacy, liability, indemnity) will survive.

15. WARRANTIES & DISCLAIMERS

15.1 The Services are provided with reasonable skill and care consistent with general fitness industry practices. Except as expressly stated, the Services and Platform are provided "as is" and "as available," without warranties of any kind to the maximum extent permitted by law.

16. LIMITATION OF LIABILITY; USER INDEMNITY

16.1 Exclusions. To the maximum extent permitted by law, Staunch disclaims liability for: (a) indirect, special, incidental, or consequential damages; (b) loss of profits, revenue, data, or business interruption; and (c) damages arising from a Trainer's independent criminal or intentional misconduct. Nothing here excludes liability that cannot be excluded under applicable law.

16.2 Aggregate Cap. To the extent Staunch is found liable, Staunch's aggregate liability is limited to the fees you paid in the three (3) months immediately preceding the event giving rise to the claim.

16.3 User Indemnity. You will indemnify Staunch for losses arising from your breach, unsafe/non-compliant Venues, or unlawful acts.

17. FORCE MAJEURE

Staunch is not responsible for delays or failures caused by events beyond its reasonable control, including natural disasters, epidemics, governmental actions, strikes, outages, or other force majeure events.

18. GOVERNING LAW & DISPUTE RESOLUTION

18.1 This Agreement is governed by the laws of India.

18.2 Disputes. Parties shall first attempt good-faith resolution via written notice and discussion. If unresolved within thirty (30) days, disputes shall be referred to mediation. If still unresolved, disputes shall be finally settled by arbitration under the Arbitration and Conciliation Act, 1996. Seat/venue: Bengaluru, Karnataka, India. Language: English. Subject to arbitration, courts at Bengaluru have exclusive jurisdiction.

18.3 Class Action Waiver. You agree to bring claims only in your individual capacity, not as a class or representative action.

18.4 Limitation Period. Any claim must be filed within one (1) year after it accrues, failing which it is permanently barred.

19. NOTICES

Notices to Staunch must be sent by email and hard copy to the addresses below (or as updated by Staunch). Notices to you may be sent to the email/postal addresses you provide.

Email (all notices): shamnad@staunch.fit

Postal: SHA MANZIL, 16/9, CHERUKODU, VILAPPIL, VILAPPILSALA PO, Thiruvananthapuram, Kerala, India, 695573

20. GRIEVANCE OFFICER & CONTACT

Grievance Officer & DPO: Shamnad Abubacker

Email (all queries, privacy, grievances, support): shamnad@staunch.fit

Customer Support Helpline: +91 9886163131

Address: SHA MANZIL, 16/9, CHERUKODU, VILAPPIL, VILAPPILSALA PO, Thiruvananthapuram, Kerala, India, 695573

21. MISCELLANEOUS

21.1 Assignment & Subcontracting. Staunch may assign or subcontract to authorized providers (including Trainers). You may not assign without Staunch's consent.

21.2 Service Modifications. Staunch may modify, suspend, or discontinue features or formats (without materially reducing core benefits of an active Plan) for operational, legal, or security reasons.

21.3 Entire Agreement; Severability; Waiver. This Agreement is the entire agreement for the Services. If any provision is invalid, the rest remains enforceable. Failure to enforce is not a waiver.

21.4 Interpretation. Headings are for convenience only and do not affect interpretation.

22. ACCEPTANCE

By clicking "I Agree," creating an account, purchasing a Plan, or booking a Session, you confirm you have read, understood, and agree to be bound by this Agreement.