



## Important Notice

**WE, ELO WATER PTE. LTD, DO NOT OFFER ANY MEDICAL ADVICE OR MAKE ANY MEDICAL CLAIM.**

**THE PROCUREMENT AND/OR USE OF OUR FACILITIES, PRODUCTS AND/OR SERVICES (“ELO OFFERINGS”) IS AT THE SOLE DISCRETION AND RISK OF THE USER (OR THE GUARDIAN AS APPLICABLE). IT IS THE USER’S (OR THE GUARDIAN’S AS APPLICABLE) SOLE RESPONSIBILITY TO SEEK SEPARATE MEDICAL ADVICE AS NECESSARY AND APPROPRIATE.**

Without prejudice to the above, the wellbeing of the User is our concern. In this regard, we may enquire about the User’s health and medical conditions, notwithstanding that we do not offer any medical advice.

Further, with regard to the use of ELO Offerings at our premises (each an “ELO Session”) we shall have the right to:

- reschedule the ELO Session;
- require that the User be assisted or accompanied by a third party for the duration of the ELO Session. In particular, in the event the User is below 12 years old or a pet, the Guardian shall accompany or ensure that an adult above 21 years old accompanies the User for the duration of each ELO Session;
- require the User to furnish us with the appropriate certification from a doctor before the User is permitted to undergo an ELO Session. **In particular, in the event a User has any serious medical condition(s), including advanced cancer, serious heart condition, stroke, recent major surgery, the User (or the Guardian as applicable) shall be responsible for providing us with certification from a doctor before the User is permitted to undergo any ELO Session, for the avoidance of doubt at the User’s (or the Guardian’s as applicable) own risk; and/or**
- otherwise take or require the taking of such measures as we reasonably feel are necessary for the wellbeing of the User.

We also suggest that the User refrain from undergoing any ELO Session if the User is not feeling well or if the User has any other concerns or conditions. Such concerns and conditions include (but are not limited to):

- bleeding;
- severe mobility issues;
- surgical openings such as colostomy, tracheostomy, gastrostomy, etc;
- undergoing chemotherapy or had undergone chemotherapy less than a week before;
- communicable infectious disease;
- pregnancy;
- psychotic mental illness;
- alcoholic intoxication;
- organ transplantation;
- epilepsy.

The User is required to read, understand and agree to this Important Notice and the following General Terms and Conditions before using any ELO Offerings.

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## **General Terms & Conditions**

### **1. ELO SESSIONS AND PACKAGES**

- 1A. Each User is required to attend in person at our premises to register and undergo an in-house assessment before the first ELO Session can be booked. In the event the User is a Minor or a pet, an adult over 21 years old shall be required to be registered with us as the Guardian of the User and shall be responsible for the wellbeing and conduct of the User.
- 1B. ELO Sessions may be purchased either singly or as a package ("Package"). Unless otherwise specified or permitted by us, each Package shall only be registered to and used by one User. Save as and only to the extent otherwise specified in any other applicable terms and conditions, these General Terms and Conditions shall apply to each Package.
- 1C. Each User (or the Guardian as applicable) shall be provided with an online account upon the purchase of a Package, which the User (or the Guardian as applicable) may access through our website(s). The online account shall contain information and details about the Package (such as its validity period, remaining ELO sessions, etc), the User, the Guardian (if applicable) as well as any other information we deem appropriate. The booking, rescheduling and/or cancellation of ELO sessions in a Package (other than the first ELO session) shall be made through the online account. The User (or the Guardian as appropriate) shall be responsible for the security and use of the online account.
- 1D. Bookings are subject to availability, on a first-come-first-serve basis and can be made no earlier than 3 months before and no later than 24 hours (or such other period(s) of time as we may implement) before the start time of the intended ELO Session. Notwithstanding the foregoing, while we will use our best efforts to accommodate a booking, we shall have the right to finally determine the fulfilment or otherwise (including rescheduling) of any booking. In the event we cancel any booking, the ELO Session concerned shall not be charged to the User (or Guardian as necessary).
- 1E. Cancellation of any booking by a User (or Guardian as applicable) must be by no later than 48 hours (or such other period of time as we may implement) before the appointed start time, failing which the ELO Session shall be charged to the User (or Guardian as necessary), whether through a deduction from a Package or otherwise as may be determined by us.
- 1F. Each User (or the Guardian as applicable) may be issued with a membership card upon the purchase of a Package, which may facilitate access to information and details about the User, the Guardian (if applicable) as well as any other information we deem appropriate. The membership card is and shall remain our property and shall be returned to us upon our request. The User (or the Guardian as appropriate) to whom the membership card is issued shall be responsible for its use, handling and safekeeping until it is returned to us.
- 1G. The User (or Guardian as applicable) may transfer the Package to and for use by another party ("Transferee"), provided that the prospective Transferee, if not already an existing User, shall be required to attend at our premises to undergo an in-house assessment, agree in writing to these General Terms and Conditions and any other applicable terms and conditions and fulfill any other requirement which we may impose from time to time, prior to any such transfer. Such transfer shall only be effective upon registration in our records and we shall have the right not to register and give effect to any such proposed transfer. The validity period of the said ELO Sessions shall not be affected by any such transfer.
- 1H. An unused ELO Session purchased singly is fully refundable within 5 working days of payment. A Package is fully refundable within 5 working days of payment, provided that none of the ELO Sessions in the Package has been used by or charged to the User (or the Guardian as applicable).



11. In the event of any material breach of these General Terms and Conditions or other applicable terms and conditions (if any) by the User (or the Guardian), we shall have the right to terminate, without refund, any Package or (if any ELO Session in the Package has been used or charged) the remaining part thereof.

## **2. HOUSE RULES / POLICIES**

### **2A. General**

- (i) The User (if the User is a Minor or a pet, then the Guardian) shall be responsible for ascertaining, determining and ensuring that the User is in a suitable condition in all respects (including without limitation physically, in terms of medical condition, etc) to undergo the ELO Session. Without prejudice to the foregoing, we are committed to the safety of the User and shall have the right to conduct an assessment of the condition of the User before each ELO Session and may either decline to make available the ELO Session to the User or require that the User be accompanied for the duration of the ELO Session.
- (ii) Each ELO Session will start and end at the appointed times and be for the appointed duration save for any change due to reason(s) solely attributable to us.
- (iii) Only the User allocated to the ELO Session may use the associated ELO Offerings.
- (iv) While we will make all reasonable efforts to ensure the privacy of the User, if we in our sole discretion consider that the safety of the User is at risk after we have attempted to establish contact with the User (or Guardian as necessary) by knocking on the door of the ELO Session room and not received any response, then we shall have the right to enter into the said room while the User (and Guardian as necessary) is in the said room.
- (v) The User shall comply, and if the User is a Minor or a pet then the Guardian of the Minor or the owner of the pet respectively shall be responsible for ensuring compliance by the User, with these General Terms and Conditions, and all other applicable terms and conditions (if any).

### **2B. Pets**

- (i) The Guardian of the pet which is the User shall only use the designated pet walkway to enter and exit our premises. Save as otherwise designated, pets are not allowed inside our premises.
- (ii) The Guardian shall keep the pet in a portable kennel or (if the pet is too large to be in a portable kennel) on a leash at all times, shall not leave the pet unattended at any time and/or shall keep any disruptive behavior of the pet (including without limitation excessive barking) to a minimum.

### **2C. Refusal of entry or removal**

- (i) We shall have the right to refuse entry to, or remove any User, Guardian or guest from our premise or its surroundings if such User, Guardian or guest while at or around our premises:
  - (a) commits a criminal offence;
  - (b) fails to observe or comply with any General Terms and Conditions and/or other applicable terms and conditions (if any);
  - (c) is abusive or offensive towards, or causes disturbance, nuisance or inconvenience to other Users, Guardians, guests or us;
  - (d) smokes, consumes alcohol, or uses banned or illegal substances;
  - (e) takes any photography or any other forms of visual recording of other Users, Guardians, guests or us, without the prior consent of the concerned User, Guardian, guest or us (as relevant); or
  - (f) otherwise considered undesirable by us at our sole discretion.
- (ii) In the event a User or Guardian is so refused entry or removed, any corresponding ELO Session shall be charged to the User (or Guardian as necessary).

## **3. DISCLAIMERS**

### **3A. The information, materials and ELO Offerings provided by us:**

- (i) are provided on "as is" and "as available" bases;



- (ii) are for general reference only and should not be relied upon or used as the sole basis for making decisions without consulting other sources of information or material;
  - (iii) are not intended to be and are not substitute for professional medical advice, diagnosis or treatment;
  - (iv) are not intended to constitute or be deemed to constitute, and are not, professional medical advice, diagnosis or treatment;
  - (v) are not intended to, and does not, diagnose, treat or prevent any disease;
  - (vi) are not intended to, and does not, make any medical claims;
  - (vii) may be modified, updated or corrected at any time, in respect of which we shall have the right, but do not assume any obligation, to do. The User (if the User is a Minor or a pet, then the Guardian) shall be responsible for monitoring for any such modification or update.
- 3B. If the User has any medical problem or condition, the User (if the User is a Minor or a pet, then the Guardian) shall be responsible for consulting and seeking the advice of a doctor, physician, veterinarian or qualified health provider.
- 3C. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESS OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR REQUIREMENT, QUALITY, CONTINUITY OF SUPPLY, ACCURACY, ADEQUACY, RELIABILITY, TIMELINESS, COMPLETENESS, SECURITY, FREEDOM FROM ERROR OR (AS APPLICABLE) COMPUTER VIRUSES, IS GIVEN IN CONJUNCTION WITH ANY INFORMATION, MATERIAL OR ELO OFFERING PROVIDED AND LIABILITY FOR ANY ERRORS OR OMISSIONS THERETO IS EXPRESSLY DISCLAIMED.
- 3D. PROCUREMENT AND USE OF ANY INFORMATION, MATERIAL OR ELO OFFERING FROM US IS AT THE USER'S (IF THE USER IS A MINOR OR PET, THEN THE GUARDIAN'S) SOLE DISCRETION AND RISK, WHO SHALL BE SOLELY RESPONSIBLE FOR ANY INJURY, DAMAGE OR LOSS RESULTS FROM SUCH PROCUREMENT AND/OR USE.

#### **4. LIMITATION OF LIABILITY**

THE USER (IF THE USER IS A MINOR OR PET, THEN THE GUARDIAN) EXPRESSLY UNDERSTANDS AND AGREES THAT IN NO EVENT SHALL WE BE LIABLE FOR ANY INJURY, LOSS, DAMAGES OR EXPENSES HOWSOEVER ARISING, WHETHER DUE TO OUR NEGLIGENCE OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL INJURY, LOSSES, DAMAGES OR EXPENSES, ARISING OUT OF OR IN CONNECTION WITH ANY USE, INABILITY TO USE, FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY OR FAILURE IN OPERATION OR TRANSMISSION OF ANY INFORMATION, MATERIAL AND/OR ELO OFFERINGS, EVEN IF WE HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH INJURY, DAMAGES, LOSSES OR EXPENSES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

#### **5. INDEMNIFICATION**

The User (if the User is a Minor or a pet, then the Guardian) agrees to defend, indemnify and hold us, our Affiliates (collectively with us, the "ELO Group"), associated companies, business associates, agents, contractors, service providers and licensors harmless from and against all actions, proceedings, claims, demands, awards, losses, damages, and expenses, including indemnification of legal costs on a full indemnity basis arising out of the User or (if applicable) the Guardian's use of information, materials, ELO Offerings and/or breach or alleged breach of any of these General Terms and Conditions and/or other terms and conditions (if any).

"**Affiliates**" means any other person or entity that directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with Elo Water Pte Ltd. For the purposes of this definition, "**control**" means direct or indirect ownership of more than 50% of the outstanding capital stock or other equity interests having ordinary voting power, or such other percentage as may be deemed to be a controlling interest, as stipulated in the constitutional documents of that entity.



## **6. PRIVACY POLICY**

### **6A. General**

- (i) We may, directly or through our Affiliates, agents, contractors and/or service providers, request, collect, store and/or handle information (including information relating to health, biometrics and other sensitive information) from or about the User, next-of-kin of the User and/or the Guardian through different channels, including through any of our websites, mobile services and/or in person, which may be used to personally identify the User and/or the Guardian (“Personal Data”).
- (ii) By providing Personal Data, the User and/or the Guardian voluntarily consent to the collection, use, access, transfer, storage and processing of Personal Data as described herein.

### **6B. Personal Data Register**

We are committed to keep the Personal Data in a secure register (the “Personal Data Register”). However, information including Personal Data stored in the Personal Data Register or which is sent or provided to us (at our request or otherwise) via email or any other electronic means of communication may not be secure. We cannot be responsible for any loss or unauthorised interception of information transmitted which is beyond our control.

### **6C. Confidentiality**

Personal Data held by us will be kept confidential as described herein, subject and/or pursuant to any applicable law that may from time to time be in force. Any questions, comments, suggestions or information other than Personal Data provided to us will be deemed to be voluntarily provided to us on a non-confidential and non-proprietary basis.

### **6D. Personal Data We Collect**

- (i) Personal Data that we request for, receive, collect and/or process will vary, depending on the types of information, material and/or ELO Offering requested by or made available to the User and/or the Guardian and may include but are not limited to the following:
  - (a) personal information such as name, gender, date of birth, passport or other personally identifiable number and information;
  - (b) personal information in response to any of our questionnaire, or other registration forms the User and/or the Guardian may be required to fill in;
  - (c) the User’s biometric data including information regarding blood pressure, pulse rate and pO2 levels or cholesterol levels;
  - (d) contact information such as telephone numbers, mailing addresses, email addresses, and fax numbers;
  - (e) credit or debit card information and billing information, including name of cardholder, card number, billing address and expiry date;
  - (f) business information such as company name, business title and associated contact information;
  - (g) responses to market surveys and contests conducted by us or on our behalf;
  - (h) Personal Data provided by governmental agencies, regulatory and statutory authorities;
  - (i) comments, queries or messages submitted to us in any manner;
  - (j) any information we have about the User and/or the Guardian as an asset in connection with a merger or sale (including transfers made as part of insolvency or bankruptcy proceedings) involving all or part of the ELO Group or as part of a corporate reorganization or stock sale or other change in corporate control; and
  - (k) other data from publically available sources.
- (ii) Provision of Personal Data is voluntary. Without prejudice to any other part of these General Terms and Conditions, should Personal Data not be provided to us (particularly relating to personal information, contact information and past medical history) or should Personal Data provided to us be insufficient or inaccurate, we may not be able to process certain requirements and deliver or provide the products or services request of us, whether partially or in full.



**6E. Purpose for which Personal Data is Collected and Used**

- (i) We may use Personal Data for one or more of the following purposes:
  - (a) for use of online and telecommunication channels and services;
  - (b) for the supply of any information, materials or ELO Offerings which we may offer or is required or requested from us from time to time, including text message (SMS) alerts;
  - (c) for marketing, promotional and customer relationship management purposes, such as sending updates on latest offers and promotions in connection with ELO Offerings and conducting market research;
  - (d) for identification and verification purposes in connection with any information, material or ELO Offerings;
  - (e) to contact the User and/or Guardian regarding enquiries;
  - (f) to administer contests conducted by us or on our behalf;
  - (g) to disclose to a third party to comply with any law, legal requirements, orders, directions or requests from any court, authority or government body of any jurisdiction, which may be within or outside of Singapore;
  - (h) to facilitate the payment for information, materials or ELO Offerings provided by us, including verification of credit card details with third parties and conducting matching procedures against databases of known fraudulent transactions (maintained by us or third parties); and
  - (i) to improve our security, including in relation to the processing of payment by credit card to guard against the risk of fraud including carrying out matching procedures against databases of known fraudulent transactions (maintained by us or third parties).
- (ii) We may from time to time use or provide to third parties aggregate non-identifying information, for purposes such as to update our websites and/or to improve our information, materials and/or ELO Offerings. However, such information will never identify any single user in particular.

**6F. Entities to which Personal Data is Disclosed**

- (i) The entities with whom we may share Personal Data include but are not limited to:
  - (a) within the ELO Group;
  - (b) our associated companies and/or business associates, including loyalty program operators and other companies involved in providing customer service or fulfilling customer requests;
  - (c) any agent, contractor or service provider which provides administrative, marketing and research, distribution, data processing, telemarketing, telecommunications, computer, payment or other services to us, any other member of the ELO Group, our associated companies and/or business associates;
  - (d) credit reference agencies;
  - (e) credit, debit and/or charge card companies and/or banks;
  - (f) government or non-government authorities, courts, agencies and/or regulators;
  - (g) medical professionals, insurers and clinics/hospitals;
  - (h) our advisors, auditors and consultants.
- (ii) The Personal Data that we collect or obtain may be transferred to jurisdictions that offer lesser protection of Personal Data than that provided in Singapore. By submitting Personal Data to us, the User ((if the User is a Minor or a pet, then the Guardian) understands and consents to such transfer.

**6G. How to Access or Correct Personal Data**

- (i) Subject to any exception provided under Singapore law, the User and/or the Guardian can obtain information about his/her Personal Data stored by us and may request access to any such Personal Data and request for correction, updating, deletion or disabling of such Personal Data at any time. If the User and/or the Guardian wishes to obtain a copy of any of his/her Personal Data, or believes that such Personal Data which we collect and maintain is inaccurate, incomplete or ceased to be true, or believes that such Personal Data held by us was used beyond the scope of the purpose of use disclosed above or was acquired by fraudulent or unlawful means or provided to a third party



without prior consent, please write to and notify us via registered post, at “Elo Water Pte Ltd, Chief Compliance Officer, 80 Bendemeer Road, Singapore 339949”.

- (ii) Any queries, complaints, objections or request for access or correction to, or deletion of Personal Data or for information regarding policies and practices and kinds of Personal Data held by us, any request to limit the processing of Personal Data, or any withdrawal of any voluntary consent provided the User and/or Guardian, must be in writing and sent to us via registered post, at “Elo Water Pte Ltd, Chief Compliance Officer, 80 Bendemeer Road, Singapore 339949”.
- (iii) This Privacy Policy is written in English language and may be translated into other languages. In the event of any inconsistency between the English version and the translated version of this notice, the English version shall prevail.
- (iv) We shall have the right to impose a reasonable fee as permitted under law for the processing of any data access request. We have the right to refuse any request to access and/or make any correction to any Personal Data for reasons permitted under law.

## **7. GOVERNING LAW AND JURISDICTION**

- 7A. These General Terms and Conditions shall be governed by and construed in accordance with the laws to the Republic of Singapore. We shall have the right to delete, add to, amend and/or vary in any way any part of these General Terms and Conditions unilaterally at its sole discretion.
- 7B. All disputes, controversies or differences arising out of or in connection with these General Terms and Conditions shall be submitted to the Singapore Mediation Centre for resolution by mediation in accordance with the Mediation Procedure of the Singapore Mediation Centre for the time being in force. The parties agree to participate in the mediation and undertake to abide by the terms of any settlement reached.
- 7C. If any such dispute cannot be resolved through mediation within 30 days of its submission to the Singapore Mediation Centre, the dispute shall then be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause.
- 7D. Should any portion of these General Terms and Conditions be held invalid or unenforceable, the remaining portions of these General Terms and Conditions shall be unaffected and remain in full force and effect.

## **8. MISCELLANEOUS**

- 8A. We shall have the right, at our sole discretion and without prior notice, to amend and update these General Terms and Conditions. The General Terms and Conditions as set out on our website(s) from time to time shall be deemed to be the most updated version.
- 8B. All our decisions are final and binding.
- 8C. Reference to any corporate entity (including us or any other member of the ELO Group) shall include its management and staff as the context requires.