



APEX SPORTS ACADEMY (PTY) LTD

CODE OF CONDUCT

(Applicable to all persons entering the Apex Sports Academy premises)

1. DEFINITIONS AND INTERPRETATION

1.1. In this Code, unless the context indicates otherwise:

- 1.1.1. **“Apex”** means Apex Sports Academy (Pty) Ltd, including its directors, shareholders, employees, agents, independent contractors and authorised representatives;
- 1.1.2. **“Participant”** means any person who enters, accesses, attends at, or makes use of the Premises or Facilities, including but not limited to members, prospective members, trial users, personal trainers, coaches, employees, service providers, independent contractors, visitors and guests;
- 1.1.3. **“Facilities”** means all training areas, equipment, mats, floors, strength and conditioning areas, communal areas, bathrooms, reception areas and any other spaces within the Premises;
- 1.1.4. **“Combat Sports”** includes, without limitation, boxing, mixed martial arts (MMA), Brazilian jiu-jitsu, Muay Thai, wrestling, grappling and any other contact-based or physically intensive sporting activity conducted at the Premises;
- 1.1.5. **“Agreement”** means collectively the Membership Agreement, the Waiver and Indemnity, this Code of Conduct, and all policies, notices and rules issued by Apex from time to time;

1.1.6. **“Platform”** means any digital or electronic system utilised by Apex, including but not limited to Oktiv, for purposes of booking, registration, payment processing and acceptance of contractual terms;

1.1.7. **“Premises”** means the physical premises from which Apex operates;

1.1.8. **“CPA”** means the Consumer Protection Act 68 of 2008;

1.1.9. **“POPIA”** means the Protection of Personal Information Act 4 of 2013.

1.2. This Code shall at all times be interpreted in a manner consistent with applicable South African law, and shall be bound by South African jurisdiction.

2. PURPOSE AND LEGAL STATUS

2.1. This Code constitutes a binding and enforceable regulatory framework governing conduct at the Premises.

2.2. The objectives of this Code are to:

- 2.2.1. ensure a safe, controlled and professionally managed environment;
- 2.2.2. regulate conduct within a high-risk Combat Sports setting;
- 2.2.3. promote discipline, mutual respect and responsible participation;
- 2.2.4. protect Participants from harm, misconduct and unsafe practices;
- 2.2.5. mitigate legal, operational and reputational risk; and
- 2.2.6. ensure compliance with applicable legislation.

3. APPLICATION AND BINDING EFFECT

3.1. This Code applies to all Participants without exception.

3.2. Entry into the Premises constitutes:

- 3.2.1. acknowledgment of this Code;
- 3.2.2. acceptance of its terms; and
- 3.2.3. agreement to be legally bound thereby.

3.3. Non-compliance shall entitle Apex, at its sole discretion, to:

- 3.3.1. issue warnings;
- 3.3.2. suspend access;
- 3.3.3. remove the Participant from the Premises; and/or
- 3.3.4. terminate membership or access rights.

3.4. Where termination occurs due to breach:

- 3.4.1. any upfront payments may be forfeited, subject to the CPA and the Membership Agreement.

4. INCORPORATION AND CPA NOTICE

- 4.1. This Code forms an integral part of the Agreement.
- 4.2. Participants are expressly notified that the Agreement contains provisions which:
 - 4.2.1. limit the liability of Apex;
 - 4.2.2. constitute an assumption of risk;
 - 4.2.3. impose obligations on Participants; and
 - 4.2.4. require Participants to indemnify Apex.
- 4.3. These provisions may:
 - 4.3.1. limit rights; and/or
 - 4.3.2. increase obligations and liability.
- 4.4. Participants:
 - 4.4.1. acknowledge having been given adequate notice;
 - 4.4.2. understand the nature and effect thereof; and
 - 4.4.3. agree to be bound, for purposes of section 49 of the CPA.

5. GENERAL CONDUCT

- 5.1. Participants shall at all times act in a manner that is:
 - 5.1.1. respectful;
 - 5.1.2. disciplined;
 - 5.1.3. responsible; and
 - 5.1.4. mindful of the safety and dignity of others.
- 5.2. The following conduct is strictly prohibited:
 - 5.2.1. harassment, intimidation or bullying;
 - 5.2.2. abusive, threatening or violent conduct;
 - 5.2.3. discrimination;
 - 5.2.4. sexual harassment or inappropriate conduct;
 - 5.2.5. any conduct creating risk to others.

- 5.3. Apex enforces a **zero tolerance policy** in respect of misconduct.

6. CONDITION OF ENTRY AND DOCUMENTATION

- 6.1. No Participant shall:

- 6.1.1. enter;
- 6.1.2. access;
- 6.1.3. train; or
- 6.1.4. utilise the Facilities

unless all required documentation has been duly completed.

6.2. Such documentation includes:

- 6.2.1. Membership Agreement
- 6.2.2. Waiver and Indemnity
- 6.2.3. Any other required acknowledgements that Apex may require from time to time.

6.3. By entering the Premises, a Participant:

- 6.3.1. warrants compliance with this clause;
- 6.3.2. confirms execution of all required documentation.

6.4. For the avoidance of doubt:

No signed waiver = no participation.

6.5. Apex shall bear no liability whatsoever in respect of any Participant who has failed to comply with this requirement.

7. COMBAT SPORTS AND ASSUMPTION OF RISK

7.1. Participants acknowledge that Combat Sports:

- 7.1.1. involve physical contact;
- 7.1.2. carry inherent risk; and
- 7.1.3. may result in serious injury.

7.2. Participants:

- 7.2.1. voluntarily assume all risks;
- 7.2.2. confirm medical fitness; and
- 7.2.3. confirm execution of the Waiver.

7.3. Participants shall:

- 7.3.1. follow all instructions;
- 7.3.2. train responsibly; and
- 7.3.3. respect training partners.

7.4. Any reckless, malicious or unsafe conduct shall result in immediate removal and possible termination.

8. SUPERVISION AND USE OF FACILITIES

8.1. The Facilities may only be used under authorised conditions.

8.2. No Participant shall:

- 8.2.1. use the Facilities unsupervised;
- 8.2.2. engage in unsupervised sparring or combat activity;
- 8.2.3. access restricted areas without authorisation;
- 8.2.4. utilise equipment in a manner inconsistent with its intended purpose.

8.3. All Combat Sports training shall occur:

- 8.3.1. under the supervision of an authorised coach; or
- 8.3.2. within a scheduled and supervised class.

8.4. Apex shall not be liable for any injury or loss arising from unauthorised or unsupervised use.

9. BOOKINGS, ACCESS AND PLATFORM COMPLIANCE

9.1. All Participants shall:

- 9.1.1. book classes via the Platform;
- 9.1.2. check in upon arrival;
- 9.1.3. comply with Apex's operational procedures.

9.2. No Participant shall participate unless:

- 9.2.1. properly booked;
- 9.2.2. properly registered;
- 9.2.3. fully indemnified.

9.3. Personal trainers shall ensure that:

- 9.3.1. all clients are registered members;
- 9.3.2. all required documentation is completed prior to training.

9.4. Apex shall bear no liability where a Participant has not complied with these requirements.

10. PERSONAL HYGIENE AND HEALTH

10.1. Participants shall maintain a high standard of personal hygiene.

10.2. Given the nature of Combat Sports:

- 10.2.1. Participants are strongly encouraged to shower prior to training;

- 10.2.2. clean training attire is mandatory.
- 10.3. No Participant shall train if they:
 - 10.3.1. have a contagious illness;
 - 10.3.2. have a skin infection;
 - 10.3.3. have open or infected wounds.
- 10.4. Apex reserves the right to refuse participation where necessary.

11. ATTIRE AND SAFETY REQUIREMENTS

- 11.1. Participants shall wear attire appropriate to the various disciplines of the Combat Sport engaged.
- 11.2. Apex may prohibit participation where attire:
 - 11.2.1. is unsafe;
 - 11.2.2. is inappropriate;
 - 11.2.3. creates risk or discomfort.

12. PERSONAL PROPERTY

- 12.1. All personal property is brought onto the Premises at the Participant's own risk.
- 12.2. Apex shall bear no liability for any:
 - 12.2.1. loss;
 - 12.2.2. theft; or
 - 12.2.3. damage

of any personal and or valuable belongings.

13. DIGITAL CONDUCT AND COMMUNICATION PLATFORMS

- 13.1. Participants shall conduct themselves appropriately on all Apex communication platforms.
- 13.2. Prohibited conduct includes:
 - 13.2.1. harassment;
 - 13.2.2. abusive language;
 - 13.2.3. offensive content; and or
 - 13.2.4. any disruption.

13.3. Apex reserves the right to remove Participants from such platforms.

14. SAFEGUARDING AND PROTECTION

14.1. Apex enforces a strict zero tolerance policy in respect of:

- 14.1.1. sexual harassment;
- 14.1.2. abuse;
- 14.1.3. intimidation; and or
- 14.1.4. any misconduct.

14.2. This applies particularly in the context of:

- 14.2.1. coaching relationships;
- 14.2.2. power dynamics; and or
- 14.2.3. vulnerable Participants.

14.3. Participants are obliged to report misconduct.

15. PROHIBITED ITEMS

15.1. The possession of weapons, firearms or dangerous items is strictly prohibited.

15.2. Any breach shall result in immediate removal and further action.

16. PHOTOGRAPHY, VIDEOGRAPHY AND MEDIA

16.1. Photography and videography may take place at the Premises.

16.2. By entering the Premises, Participants:

- 16.2.1. acknowledge such recording;
- 16.2.2. consent to such recording and use.

16.3. Participants may opt out by written notice.

17. CCTV, SECURITY AND SEARCH

17.1. The Premises may be subject to:

- 17.1.1. CCTV surveillance;
- 17.1.2. security monitoring; and or
- 17.1.3. reasonable searches.

17.2. By entering the Premises, Participants:

- 17.2.1. acknowledge and consent thereto.

18. ENFORCEMENT

- 18.1. Apex reserves the right to take any action necessary to ensure compliance, including:
 - 18.1.1. warnings;
 - 18.1.2. suspension;
 - 18.1.3. removal; and or
 - 18.1.4. termination.

19. AMENDMENTS

- 19.1. Apex may amend this Code from time to time at its sole discretion.
- 19.2. Participants remain responsible for familiarising themselves with the latest version and shall at all times be bound to this Code whilst being a Participant at the Premises.

20. ACCEPTANCE AND ELECTRONIC CONSENT

- 20.1. This Code forms part of the Agreement.
- 20.2. Acceptance may occur via:
 - 20.2.1. digital tick-box (including via Octiv);
 - 20.2.2. electronic signature;
 - 20.2.3. written signature; and or
 - 20.2.4. conduct, including entry into the Premises.
- 20.3. Apex may rely on electronic records as proof of acceptance.