

PICKLR MEMBERSHIP AGREEMENT

AUSTRALIA

This **PICKLR MEMBERSHIP AGREEMENT** (the “**Contract**” or “**Agreement**”) is a legally binding contract between you (“**Member**”) and the applicable Picklr Club entity operating in Australia. This Agreement governs Member’s access to and use of the pickleball facilities, coaching, and events at the Picklr facility located at the Picklr Club of Member’s choosing (being the Picklr Club specified by the Member at the end of this Agreement, the “**Picklr Club**”).

In consideration of, and as an inducement and condition to, the Picklr Club for which Member has requested a membership, Member agrees to abide by the terms and conditions set forth in this Agreement. This Agreement governs Member’s use of the Picklr Club’s facilities and services to ensure a safe, productive, and enjoyable experience for all members.

MEMBERSHIP PLANS — PRICING SUMMARY (AUD, GST inclusive)

Unlimited Membership:

- a. *Weekly billing*: Currently \$69.00 per week; or
- b. *Annual billing*: Currently \$3,322.00 per year (representing an 8% saving on the standard Unlimited weekly rate which otherwise equates to \$3,598.00/year on an annualised basis).

Founder Membership:

- a. *Weekly billing*: Currently \$59.00/week, which is \$10.00/week less than the prevailing standard Unlimited weekly rate. Over 12 months, this represents a \$521 annual savings compared to Unlimited Membership weekly billing. This \$10/week discount is perpetual and applies to the prevailing standard Unlimited weekly rate at the time of each billing cycle — it is not a fixed price. As the standard Unlimited weekly rate increases over time, the Founder Membership weekly fee increases accordingly, always remaining \$10/week below the standard Unlimited weekly rate; or
- b. *Annual billing*: Currently \$2,840/year (representing an 8% saving on the standard Founder Membership weekly rate which otherwise equates to \$3,076 on an annualised basis).

Note: *Founder Memberships are available for a limited time only and are subject to availability. Founder Members receive a perpetual weekly discount off the prevailing standard Unlimited Membership rate: \$10.00/week or \$521/year off the standard rate. The discount amount is fixed in dollar terms but the actual weekly or annual fee paid will increase over time as the standard rate increases. The Founder discount applies only for so long as the Member maintains continuous active membership — if a Founder Member cancels their membership, they will not be entitled to re-enrol at a Founder discount rate.*

TERMS AND CONDITIONS

1. Use of Pickleball Facilities and Services.

Member agrees, acknowledges, and understands that Member will use the Picklr Club facilities and services in a manner that complies with all applicable laws and regulations of the Commonwealth of Australia and the relevant state or territory in which the Picklr Club is located. Member’s use of the facilities is strictly for personal, non-commercial purposes and must adhere to the rules, policies, and guidelines established by the respective Picklr Club, which may be adopted and revised from time to time. Member is solely responsible for staying apprised of the current rules, policies and guidelines at the Picklr Club.

2. Code of Conduct.

Member must sign the current ‘THE PICKLR CODE OF CONDUCT’ when signing this Agreement.

3. Membership Plans.

Membership Plans are available as either a weekly membership (the “**Weekly Plan**”) or an annual membership (the “**Annual Plan**”, and together, “**Membership Plan(s)**”). Weekly Plans are billed in advance every seven (7) days. Annual Plans are billed as a single upfront payment. Membership Plans may be cancelled in accordance with Section 5, are non-transferable, and prices are subject to change in accordance with Section 5(g).

Membership Plan tiers available are: (i) Unlimited Membership; and (ii) Founder Membership (perpetual \$10/week or \$521/year discount off the prevailing standard weekly rate). Founder Memberships are available for a limited time only, subject to availability, and the discount entitlement is further described, and is otherwise subject to the terms and conditions contained, in the section titled ‘Membership – Pricing Summary’ above.

4. Membership Plan Benefits.

Subject to the terms of this Agreement and the specific Membership Plan tier purchased, each Picklr Club’s Membership Plans include the following benefits:

a. General Membership Plan Benefits.

- i. Unlimited Social Play. Members receive unlimited access to social/open play sessions at any Picklr Club, subject to availability, and court scheduling. Members may also access Picklr leagues and competitive play sessions on a first-come, first-served basis.
- ii. Court Hire. Court reservations are subject to availability and may be booked up to seven (7) days in advance. Members may only hold two x one hour active reservations at a time, and may hold one additional standing reservation subject to availability, provided it is booked within twelve (12) hours of the reservation time. Court reservations (subject to the limitations referred to above) are included in the membership fee.
- iii. Clinic Passes. Each Member will be entitled to one (1) Clinic Pass each week, subject to clinic registration availability, where registration is on a first-come, first-served basis with limited and non-guaranteed availability. Clinic Passes are only redeemable at the applicable Member’s home Picklr Club, once each week. Any unused Clinic Pass will expire and be forfeited at the end of the week in which it accrues. Any expired Clinic Pass may not be redeemed in any subsequent week.
- iv. Guest Passes. Each Member will be entitled to one (1) Guest Pass each week. Guest Passes are only redeemable at that Member’s home Picklr Club. Any unused Guest Pass will expire and be forfeited at the end of the week in which it accrues. Any expired Guest Pass may not be redeemed in any subsequent week. Members must be present with their guests during visits (each, a “**Guest**”). The same Guest may only attend once per quarter. Guest Passes cannot be used for tournament play.
- v. Event Access. Members receive access to Picklr-hosted open play sessions, leagues, and competitive events at their DUPR skill level. This does not include access to private events such as birthday parties, corporate events, or other group gatherings or bookings requiring separate admission.
- vi. Multi-Venue Access. Members will have access to Picklr venues in Australia and internationally, subject to availability and country participation.
- vii. Equipment Access. Members have access to the Racquet Pass demo paddle program (fees apply). Members receive access to loaner paddles, subject to availability.

b. AI Coach & Ball Machine Add-On (Optional). Members who have an Unlimited or Founder Membership may, for an additional fee of \$20/week, access, subject to availability:

- i. Wingfield Access: performance analysis and tracking system.
- ii. Titan Ball Machine: access to ball machine for enhanced practice sessions.

However, Founding Members can only purchase this add-on once their Picklr Club opens, subject to availability and during the relevant offer period.

5. Membership Term, Minimum Commitment, Renewal, Cancellation, and Revocation.

a. Membership Start Date. Membership begins on the date of the purchase of a Membership Plan (the “**Start Date**”).

b. Minimum Membership Term. Members on an Annual Plan commit to a minimum term of twelve (12) months from the Start Date. Members on a Weekly Plan commit to a minimum term of four (4) weeks from the Start Date.

- c. Membership Options. Membership options include:
- i. *Weekly Plan:* Minimum term of four (4) weeks, thereafter continuing on a rolling weekly basis until cancelled in accordance with Section 5(e).
 - ii. *Annual Plan:* initial term of twelve (12) months from the Start Date, renewing annually unless cancelled in accordance with Section 5(e).
- d. Automatic Renewal. Memberships automatically renew at the end of the current term unless cancelled by Member in accordance with Section 5(e). For Annual Plans, Picklr Club will send a renewal reminder via email at least thirty (30) days before the renewal date, including the renewal date, upcoming membership fee, applicable taxes and fees (including GST), and instructions on how to cancel before renewal.
- e. Cancellation.
- i. *Weekly Plan.* After the expiry of the minimum term (see Section 5(b)), Members may cancel their Weekly Plan by providing at least thirty (30) days' written notice to Picklr Club. Cancellation will take effect at the end of the 30-day notice period. Weekly fees due during the notice period remain payable. No refunds will be issued for unused portions of any prepaid period, except as expressly set out in this Agreement or otherwise required by Australian Consumer Law.
 - ii. *Annual Plan.* To avoid automatic renewal, Members may cancel their Annual Plan at any time by providing written notice in accordance with Section 5(f). Cancellation will take effect at the end of the current annual billing period, and no further charges will be made after cancellation. Members will continue to have full access to all benefits of the Annual Plan while their membership remains active. No refunds will be issued for unused portions of the annual term after cancellation, except as expressly set out in this Agreement or otherwise required by Australian Consumer Law.
 - iii. *Cooling-Off / Early Cancellation.* Members may cancel their membership within forty-eight (48) hours of the Start Date for a full refund, regardless of membership type. After 48 hours, no refunds will be issued except as expressly set out in this Agreement or otherwise required by law.
 - iv. *Default.* A Member may cancel their membership without penalty, and with a pro rata refund of unused membership fees from the effective cancellation date, if Picklr Club commits a material breach of this Agreement that substantially deprives Member of the overall benefit of the Membership Plan, and fails to remedy that breach within a reasonable time after Member has provided written notice of the breach to Picklr Club. For the avoidance of doubt, the following will not, of themselves, constitute a material breach: temporary interruptions or closures, changes to operating hours, the withdrawal, substitution, or modification of particular services, events, facilities, attractions, rewards or special membership programs, or changes to the list of participating Picklr Club locations, provided that the membership, taken as a whole, continues to deliver substantially the intended overall benefits.
- f. Cancellation Methods. Members may cancel their memberships using any of the following methods:
- i. *Picklr Mobile App:* navigate to your profile and the membership management page.
 - ii. *Email:* (club location)@thepicklr.au Written notice by email constitutes written notice for the purpose of this Agreement.
 - iii. *In Person:* visit the front desk of Member's Picklr Club location and request cancellation with a Picklr Club staff member.
 - iv. *Refunds:* Any approved refunds will be processed within thirty (30) days of Picklr Club's receipt of the cancellation notice.
- g. Change in Fees. Picklr Club reserves the right to modify membership fees, including recurring weekly dues and applicable charges, at its discretion. Any changes to membership fees will be communicated to Members at least thirty (30) days in advance via email before the changes take effect. The changed membership fees will be charged on and from the billing cycle immediately following the effective date of the changes according to the communication issued to Members (or if that effective date falls on the date of a billing cycle, the changed membership fees will be charged on and from that billing cycle). If Member does

not agree to the revised fees, Member may cancel their membership in accordance with this Section 5 without penalty.

h. Membership Revocation. Picklr Club reserves the right to cancel, suspend, or revoke any membership, or to deny access for any Member to Picklr Club facilities and services at any time, including but not limited to: (i) violations of Picklr Club policies, rules, or regulations (including, without limitation, the Picklr Code of Conduct); (ii) behaviour that disrupts the Picklr Club environment, endangers others, or causes damage to facilities or equipment; (iii) non-compliance with the terms of this Agreement; (iv) any other conduct deemed detrimental to the safety, integrity, or reputation of Picklr Club, or (v) the Member does not provide, or withdraws, its consent to the collection, use and disclosure of personal information in accordance with the Notice and the Consent (as referred to in Section 18). In such cases, membership privileges will be immediately terminated, and unless otherwise agreed by Picklr Club or required by the Australian Consumer Law, any unused prepaid amounts will not be refunded (except in the case of membership cancellation under Section 5(h)(v), in which case unused prepaid amounts will be refunded to the Member).

6. Payment Terms.

a. Weekly Billing. For Weekly Plan Members, membership payments are processed automatically every seven (7) days from the Start Date (or the first day following the expiry of any free trial period) using the Payment Method on file. The billing date may shift by one (1) business day due to public holidays or banking processing delays.

b. Annual Billing. For Annual Plan Members, the full annual membership fee is charged upfront on the Start Date and upon each annual renewal date.

c. Failed Payments. If a payment is declined or fails for any reason, Picklr Club will attempt to reprocess the payment. Access to Picklr Club facilities may be suspended until outstanding amounts are paid in full. Member is solely responsible for any fees imposed by their bank or financial institution in connection with failed or returned payments.

d. Non-Refundable Purchases. All purchases, including membership payments and class/clinic bookings, are non-refundable and non-transferable, except as required by Australian Consumer Law or as expressly set out in this Agreement. For the avoidance of doubt, clinic credits that have expired (unused within the applicable period) are not refundable.

e. GST. All membership fees and charges stated in this Agreement are inclusive of Goods and Services Tax (GST) as applicable under the A New Tax System (Goods and Services Tax) Act 1999 (Cth). A tax invoice will be issued to Members upon request.

f. Payment Method. Member must maintain an active credit card, debit card, or direct debit authorisation ("Payment Method") on file. Member must promptly notify Picklr Club of any change to Payment Method information. Member authorises Picklr Club to charge the Payment Method for all amounts due under this Agreement, including membership fees, failed payment fees, and any other charges incurred at the Picklr Club.

g. Surcharges. Payments made by credit card may be subject to a surcharge. Any applicable surcharge will be disclosed to Member before the payment is processed. Member is responsible for any surcharges associated with their chosen payment method.

7. Trial Membership Offer.

Picklr Club may, at its discretion, offer a trial membership on the following terms ("Trial Membership"):

a. Eligibility. Any person who (i) is at least 18 years of age, (ii) is an Australian resident, (iii) is not an existing or past Member, and (iv) has not used a trial offer before may sign up to a Trial Membership.

b. Trial Period. A Trial Membership will last for one (1) week commencing on the date that the eligible person signs up as a Member ("**Trial Period**").

c. Automatic Renewal: At the end of the Trial Period, Member's Trial Membership will automatically convert to a recurring Unlimited Weekly Membership at the then-current regular membership rate, unless Member cancels before the end of the Trial Period.

d. Cancellation: Member may cancel their Trial Membership at any time before the end of the Trial Period to avoid being charged for the Unlimited Membership. Cancellation methods as set out in Section 5(f) apply.

8. Additional Covenants.

Member represents, acknowledges, and agrees to the following:

- a. Member will maintain an active Payment Method on file under the Membership Plan.
- b. Member will ensure all Membership Plans tied to Member's Payment Method comply with this Agreement and will treat such plans as active until properly cancelled in accordance with Section 5.
- c. Member will promptly notify Picklr Club of any change to Payment Method information.
- d. Member authorises all scheduled payments under this Agreement. Member is responsible for any bank fees associated with recurring payments to Picklr Club.
- e. Member allows the Payment Method on file to be used for additional charges and purchases made at the Picklr Club, including products, services, and fees.
- f. Member acknowledges that credit card payments may be subject to a surcharge as disclosed in Section 6(g).

9. Casual Entrants and Guests.

This Section 9 only applies to persons who become members of a Picklr Club by:

- a. either (a "**Casual Entry**"):
 - a. purchasing a single-visit, casual entry, membership, ; or
 - b. purchasing a single or multi-visit membership to participate in social play or in a tournament, or receive coaching lessons; or
- b. being granted a Guest Pass in accordance with Section 4(a)(iv).

Casual Entry: In addition to the other applicable terms in this Agreement, a Picklr Club may, at its discretion, offer a Casual Entry on, and the Casual Entrant (as defined below) agrees to, the following terms:

- c. **Eligibility:** Any person who (i) is at least 8 years of age, (ii) is an Australian resident, and (iii) is not, or has not been, in breach of this Agreement ("**Casual Entrant**").
- d. **Casual Entry membership period.** Commencing on the first date of the Casual Entrant's first booking (whether to participate in social play or in a tournament, or receive coaching lessons) at a Picklr Club, that Casual Entrant will become a Member of the applicable Picklr Club on a non-Membership Plan basis (unless that Casual Entrant signs up to a Membership Plan, in which case the Casual Entrant will become subject to the applicable terms and conditions under this Agreement that apply to the applicable Membership Plan).
- e. **Use.** Each Casual Entry entitles the Casual Entrant access to the selected Picklr Club, and use of the applicable court(s), on the day of booking only, during that Picklr Club's published opening hours, unless otherwise stated. Casual Entry is non-transferable, non-refundable, and cannot be carried over to another day, unless otherwise agreed by the Picklr Club. Any Casual Entry not used or redeemed by a Casual Entrant will be forfeited, and cannot be redeemed for any revised or subsequent booking.
- f. **Limitations.** Each Casual Entrant acknowledges and accepts that a Casual Entry does not grant the Casual Entrant with the benefits and privileges of any Picklr Club Membership Plan, including (but not limited to) those set out in Section 3 and 4 of this Agreement (unless otherwise stated).

Guests: In addition to the other applicable terms in this Agreement, and without limiting the terms of Section 4(a)(iv), each Guest agrees to the following terms:

- g. **Eligibility:** Any person who (i) is at least 8 years of age, (ii) is an Australian resident, and (iii) is not, or has not been, in breach of this Agreement.
- h. **Guest membership period:** Commencing on the first date of the Guest's first booking at a Picklr Club, that Guest will become a Member of the applicable Picklr Club on a non-Membership Plan basis (unless that Guest signs up to a Membership Plan, in which case the

Guest will become subject to the applicable terms and conditions under this Agreement that apply to the applicable Membership Plan).

- i. **Limitations.** Each Guest acknowledges and accepts that being a Guest **does** not grant the Guest the benefits and privileges of any Picklr Club Membership Plan, including (but not limited to) those set out in Section 3 and 4 of this Agreement (unless otherwise stated).

10. Eligibility and Conditions.

Member shall sign a RISK WARNING, WAIVER AND INDEMNITY AGREEMENT ("Risk, Waiver and Indemnity Agreement") on file with the Picklr Club.

11. Contact Details and Address Change.

Member shall promptly notify Picklr Club in writing of any change in address or contact details. Updates may be made via the Picklr Mobile App, or by contacting Picklr Club by email, in person, or by phone.

12. Certain Limits and Restrictions.

Membership Plans, and Casual Entries and Guest Passes are subject to the following limitations and restrictions:

- a. Neither a Membership Plan, nor a Casual Entry or Guest Pass can be combined with any other offers, deals, discounts, or promotions, unless expressly stated.
- b. Use of pickleball courts is subject to availability and reservations. Walk-in use may be limited or restricted.
- c. Membership does not guarantee immediate access to a pickleball court, and Members may be required to wait to use a court.
- d. Unless expressly stated, membership does not include access to private events such as birthday parties, team or league events, corporate events, or other group gatherings requiring separate admission.
- e. Membership does not guarantee admission during periods of high attendance, temporary closures, or other restricted access periods.
- f. Memberships are non-transferable and shall not be used for commercial purposes.

13. Changes to Agreement and Membership Plans.

Picklr Club reserves the right, in its sole discretion, to change (i) the list of participating Picklr Club locations; (ii) Picklr Club services, events, or attractions; (iii) operating hours; or (iv) rewards or special membership programs. Picklr Club will notify Members of such changes via email to the Member's registered email address and/or by announcement on Picklr Club's website. Continued use by a Member of the Membership Plan, and of a Picklr Club pursuant to a Casual Entry or Guest Pass, after any such changes constitutes acceptance of the updated terms.

14. Taxes and GST.

Membership fees and all other charges under this Agreement are inclusive of GST where applicable under Australian law. Member is solely responsible for any personal income tax or other tax obligations arising from the receipt of prizes, gifts, or other benefits under their Membership Plan or otherwise this Agreement.

15. Consumer Guarantees, Statutory Rights and Limitation of Liability. Notwithstanding any other provision of this Agreement, nothing in this Agreement excludes, restricts, or modifies any rights or remedies that Member may have under Australian Consumer Law, including the consumer guarantees set out in the Competition and Consumer Act 2010 (Cth), or any other applicable law, that cannot be excluded, restricted or modified.

To the extent permitted by law, Picklr Club's liability is limited to:

- a. in the case of supplied services: (i) resupplying the relevant service; (ii) paying the cost of having the service supplied again; or (iii) refunding the cost or compensating for its reduced value of the relevant supplied service;
- b. in the case of goods: (i) resupplying of equivalent goods, (ii) replacement of the goods; or (iii) refunding the cost of replacing or repairing the goods.

To the maximum extent permitted by law, Picklr Club's liability for any loss or damage suffered by Member in connection with this Agreement or use of the facilities at the Picklr Club, whether arising in contract, tort (including negligence), statute or otherwise, is limited to the amount paid by the Member for the goods or services under this Agreement.

To the extent permitted by law, each party is not liable to the other party for any indirect, consequential, special or punitive loss or damage, or for loss of profit, revenue, business or data.

16. Dispute Resolution.

If Member has a complaint or dispute arising out of this Agreement or their membership, Member should contact Picklr Club in the first instance to seek resolution. Picklr Club will use reasonable endeavours to resolve any complaint within twenty-one (21) days. If the dispute cannot be resolved directly, Members may refer the matter to the relevant state or territory consumer protection agency or seek other resolution through applicable Australian dispute resolution processes.

17. Governing Law and Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of New South Wales. Any dispute, claim, or cause of action arising out of or relating to this Agreement shall be subject to the non-exclusive jurisdiction of the courts of that state or territory and the Federal Court of Australia.

18. Privacy.

Picklr Club collects, uses, and discloses personal information in accordance with its Privacy Policy and the Privacy Act 1988 (Cth) (including the Australian Privacy Principles). By signing this Agreement, Member consents to the collection, disclosure and use of Member's personal information for the purposes of administering the membership, processing payments, communicating with Member about their membership and Picklr Club events, and for other purposes described in the Privacy Policy (which is available here: <https://thepicklr.au/privacy-policy/>).

Without limitation, Member acknowledges that they have read, understood and agree to, the aspects of the Privacy Policy relating to photography, filming and social media content, as well as the use of CCTV surveillance in Picklr venues.

Each Member must sign the 'Personal Information Collections Notice' (which is available here: <https://thepicklr.au/collection-notice/>) (the **Notice**) and the 'Global Picklr Network Consent' (which is available here: <https://thepicklr.au/global-network/>) (the **Consent**). Member acknowledges that if the Privacy Policy is not accepted, and the Notice and Consent are not signed, Picklr Club may be required to terminate this Agreement (as without the Members' consent to collection, use and disclosure of the Member's personal information in accordance with the Privacy Policy, the Notice and the Consent, the Picklr Club will not be able to provide the relevant services to Member).

19. Severability.

If any provision of this Agreement is held to be invalid, unenforceable, or illegal under applicable law, such provision shall be severed from this Agreement, and the remaining provisions shall continue in full force and effect to the extent permitted by law.

20. No Waiver.

Any waiver by Picklr Club of any breach by Member of any provision of this Agreement will not be construed as, or constitute, a continuing waiver or a waiver of any other breach of any provision of this Agreement.

SIGNATURE OF MEMBERS ON A MEMBERSHIP PLAN

By signing below, Member agrees to be bound by this Picklr Membership Agreement and all terms and conditions set out herein.

Picklr Club _____

Member Full Name: _____

Member Signature: _____

Date: _____

Membership Tier (circle): Unlimited / Founder Membership

Billing Plan (circle): Weekly / Annual

Parent/Guardian Full Name (if Member is a minor):

Parent/Guardian Signature: _____

Date: _____

SIGNATURE OF MEMBERS WHO ARE CASUAL ENTRANTS AND GUESTS

By signing below, Member agrees to be bound by this Picklr Membership Agreement and all terms and conditions set out herein.

Picklr Club _____

Member Full Name: _____

Member Signature: _____

Date: _____

Parent/Guardian Full Name (if Member is a minor):

Parent/Guardian Signature: _____

Date: _____