

TERMS & CONDITIONS

This is an agreement made between **Blue Panther PLT** (Company No.: 202204002655) operating under the Meranti™ brand name with its registered address at 40-2 Jalan Telawi, Bangsar Baru, Kuala Lumpur, and yourself, a client and subscriber to Meranti™ services offered by Blue Panther PLT (herein referred to as the “**Client**”).

1 General

Clients are required to open an online account on the booking application *Momence* to purchase and enjoy Meranti™ services and in doing so will be taken to have agreed to these Terms and Conditions.

Please read these Terms and Conditions (“**the Terms**”) carefully before purchasing any service. By agreeing to our terms and conditions you are confirming that you have read the Terms and agree to be bound by them. These Terms together with the terms associated with each specific offer by Meranti™ as mentioned in “Booking Classes” paragraph below, constitute a contract between you (the Client) and us (Blue Panther PLT, company registered under no 202204002655, operating under the Meranti™ brand name).

2 Introduction

All appointments (whether 1:1 or duet), classes (group), courses and workshops (collectively referred to as “**Sessions**” for the purposes of these Terms) provided at our premises 40-2 Jalan Telawi 59100 Kuala Lumpur or online are subject to the following express Terms. In these Terms references to “we” / “us” / “our” / “company” or “Meranti™” mean **Blue Panther PLT** and “you” / “your” / “yours” means you, the **Client**.

3 Booking Sessions

The Momence booking application allows the booking of CLASSES or APPOINTMENTS:

- For CLASSES (which are conducted in groups), bookings are made via the *Momence* booking application; the making of a booking implies payment of the said class and Clients are offered the option to buy or use an already purchased Membership Pack as detailed below or to pay for the sole class (referred to in the *Momence* booking application as a DROP IN);

- For APPOINTMENTS (which are conducted in person or online), bookings are made by Meranti™ for all sessions of an entire Membership Pack after discussion with the instructor via the in-app messaging feature on the *Momence* application or verbally in person and through purchase by the Client of the said Membership Pack on our *Momence* booking application.

It is your responsibility to ensure that you have made your booking and (where relevant) submitted payment correctly. For APPOINTMENTS, Clients are encouraged to select fixed weekly time slots. Meranti™ reserves the right to cancel any bookings whether by way of CLASSES or APPOINTMENTS should the need arise.

The general validity periods before expiration for offered Memberships Packs are:

- 1 Session Pack: valid for 7 consecutive days (this particular Pack is for 1:1 or duet bookings only)
- 6 Sessions Pack: valid for 7 consecutive weeks*
- 12 Sessions Pack: valid for 14 consecutive weeks*
- 18 Sessions on a twice a week basis Pack: valid for 11 consecutive weeks*

**Includes an additional 24-hour period to allow your booking of your usual class on the last day of your validity period.*

Make sure you note the expiry date of your Membership Pack. It is tied to the date of the first booking made under a given each pack (even if the said booking cancelled, the time still runs). The relevant expiry date will show in the Membership tab of your online account as long as the Pack is still valid.

Limited time offers may have different expiration dates and validity restrictions. See terms and conditions for each Pack which shall be taken as agreed to by the Client once the booking is first made and which forms part of the contract between Client and Meranti™.

4 Payment / refund policy

Payment of your Sessions can be made in several ways:

- For CLASSES as a single payment (DROP IN) or with a credit from an active Membership Pack.
- For APPOINTMENTS solely with a credit from an active Membership Pack

Purchase of a Membership Pack must be made prior to booking and can be paid for by QR pay at the studio or online via the website or our *Momence* booking app.

As we encourage engagement with you on what your objectives are prior to purchase, we expect that purchasing a Pack with us is a firm commitment to a programme and as such **no refund** shall be granted unless permitted in these Terms and at our sole discretion.

5 Clients changing or cancelling booking / No-shows

Making a change to your scheduled Session implies a cancellation of the said booked Session and the booking of a new Session. The change in schedule shall be done as follows:

- For CLASSES, a cancellation via the *Momence* booking application and a new booking.
- For APPOINTMENTS, a cancellation via the *Momence* booking app and a request via the *Momence* booking application and in-app messaging for a new booking.

Note: You may only cancel your booking via the Momence booking application. You may have your Session credit refunded. The refund is at our full discretion and which we may exercise only if the cancellation is done via the Momence booking application and more than 24 hours before the start of the booked Session. Certain sessions such as DROP INs are time specific and non-refundable under any circumstances. No request for refunds shall be entertained at all for failure to cancel i.e. no-shows, late-comers or last-minute cancellations.

A Client cancelling his / her weekly appointment booking 3 times in a row will open the right for Meranti™ to reallocate the slot to another client. A new timing will be then agreed between the parties. Meranti™ also retains the right to terminate the Agreement immediately with the Client in such circumstances in which case all payments are forfeited and refunds shall be subject to our sole discretion.

6 If we cancel your booking

In the event we cancel a Session that you have booked, we will make reasonable efforts to contact you by email or telephone or via the *Momence* booking application in-app to let you know. We will offer you a transfer of the cancelled Session to a new timing and extend the validity of your Pack if the proposed new date falls in a different week.

Classes may be cancelled by us in the event the minimum threshold of participants is not attained. This minimum threshold is indicated in the class title.

7 Booking confirmation

For each booking, a booking confirmation will be issued by us via e-mail. Please make sure you receive a booking confirmation before you attend the Session. If you do not receive confirmation, please contact us via the *Momence* booking application in-app messaging, or in person.

All Sessions offered by us are subject to availability. We do not guarantee availability at any time.

8 Lateness policy

In the event you arrive late by less than 10 minutes to your appointment (in person or online), the Session shall still end 55 minutes from the start of the booked Session time, out of respect for the next client.

For classes, we operate a policy which prevents you from taking part in a Session if you are more than 10 minutes late. This policy is in place to prevent injury and to be mindful and considerate of other participants in the Session. Where you are not permitted to join a Session because of your late arrival it shall be classed as a No-show.

9 Price changes

We reserve the right to review and change Session prices periodically at our sole discretion.

10 Session duration

APPOINTMENTS and CLASSES shall end 55 minutes and 50 minutes respectively from the booked Session start time, to allow for equipment cleaning and a short break for the instructor prior to the next Session.

11 Instructors

Sessions are held by a specific instructor who is specified in the booking but Meranti™ reserves its right to provide, without notice, a replacement teacher in the event the planned instructor is not available or is on leave.

12 Termination

Meranti™ reserves the right to terminate this Agreement immediately and at any time due to any default or breach whatsoever by the Client.

Further, Meranti™ at its sole discretion may terminate this Agreement, in whole or in part, and at any time shall endeavour to give reasonable notice (at least two days' notice) of the same to you and provide any applicable refunds (subject always to the Terms above).

13 Communication

Any written notice or completed form or other communication apart from booking cancellations and requests via the *Momence* booking application and in-app messaging, should be e-mailed at contact@merantipilates.com, or given in person to your instructor.

Clients are required to update their contact details in their online account on the *Momence* booking application to ensure seamless communication between the parties or at least formally notify us.

Failing such notice, all communications will be assumed to have been received by the Clients based on the last contact details notified to us.

Clients must at all times observe Meranti™'s guidelines which may be notified to them from time to time and are requested to comply with any reasonable directions which the management of Meranti™ may issue from time to time to ensure the smooth operation of Meranti™ for the convenience of all Clients.

14 Fitness and Health

By agreeing to these Terms, Client hereby represents that he/she is in good physical condition and is capable of engaging in the active and passive exercises. Any illness or condition or factor that may affect the Client's fitness and health, or ability to manage the exercise, must be disclosed by the Client and discussed with the instructor prior to starting the exercises.

- It is the Client's sole responsibility to notify Meranti™ before attending any session of any circumstances affecting their health which may be exacerbated through continued use of the facilities at Meranti™ and/or which may have arisen or worsened since their last session at Meranti™ (if any).
- Clients are advised not to undertake strenuous physical activity without first seeking medical advice if they have concerns over their physical condition and wellbeing. ***Clients with low/high blood pressure and/or cardiac irregularities*** should not attend sessions. If there is any doubt, the Client should consult his/her doctor.
- Clients may train (***with consent from their doctor in writing***) during pregnancy and only from the 2nd trimester onwards.
- Meranti™ reserves the right to refuse access to any Clients if, in its absolute discretion, it considers that the health of the Client or others within its premises may be endangered.

- Clients are required to follow the instructions of the instructor at all times. Breach of instructions or failing to adhere to safety protocol shall be purely at the liability of the Client.

15 Limitation of liability

Meranti™ will not be held responsible for any particular Session, instructor and/or item of Pilates equipment not being available for whatever reason. We reserve our right to make alterations to the Sessions, instructors and/or equipment, as well as to those ancillary facilities (e.g, showers, aircon), provided to Clients, without notice and in our absolute discretion and we will not be liable for any loss occasioned by such alterations except insofar as such loss is by law incapable of exclusion.

It is the Client's responsibility to ensure that he/she is capable of undergoing a routine of exercises provided by any programme which he/she follows or class which he/she attends. Clients fully understand and accept the risk of injury and harm from performing exercises and using specialist equipment and are advised to consult their doctor prior to beginning any session. Advice provided by our instructors at no time constitutes medical advice in substitute for advice provided by a medical professional.

Meranti™ accepts no liability for loss or damage to property of Clients or for injury or loss of life to Clients on our premises or outside our premises except insofar as such loss, damage or injury is by law incapable of exclusion.

In consideration of their participation in the activities and programmes of Meranti™ and the use of facilities and equipment owned and/or under our control the Client hereby waives and releases us from any and all responsibility or liability for death, injuries or damage resulting from his/her participation in any of the Meranti™ activities or use of our equipment or facilities save for such loss, damage or injury that is by law incapable of exclusion.

16 Code of Conduct / Access to Meranti™ premises

Clients and instructors are expected to behave in a courteous manner towards each other and towards other clients they may share the premises with.

Meranti™ reserves the right to refuse admission and/or revoke permission to enter and remain on our premises at its sole discretion.

17 Personal belongings

Personal belongings are brought onto Meranti™ premises at the Client's own risk and Meranti™ does not accept liability for any loss or damage whatsoever to such items.

18 Dress code

Clients are required to wear attire appropriate to the practice of Pilates and Meranti™ recommends that Clients wear stretch bottoms or shorts of an acceptable length and a T-shirt or sports top. Clients must attend sessions with full toe-covering socks. Meranti™ reserves the right to refuse service to Clients who do not follow any of Meranti™ protocols or dress codes.

19 Safety & Hygiene

- Footwear should be removed before entry to Meranti™ premises.
- In the interests of safety and hygiene, no crockery, glass or food/drink other than water or non-sugary beverages are permitted in the changing rooms or studio.
- Clients are expected to clean the equipment they have used once the class is finished with the products provided by Meranti™.
- Smoking and consuming alcohol is strictly forbidden on Meranti™ premises except where expressly permitted by Meranti™.
- Meranti™ premises is under video surveillance (also refer to privacy policy in this respect).

20 Premises and equipment

Our premises and equipment are provided for the benefit of all clients and should be cared for by all to ensure all can enjoy the same quality of sessions.

Any damage caused by Client shall be assessed and Client shall be required to pay fair compensation in view of repair.

21 Force Majeure

We shall not be liable to you or deemed to be in breach of these Terms by reason of any delay in performing or any failure to perform any of our obligations in relation to these Terms if the delay was due to any cause beyond our reasonable control, including, but not limited to, acts of god, terrorism, explosion, flood, storm, fire, war or threat of war, riot, sabotage, insurrection, civil disturbance, pandemics, epidemics, lockdowns, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any government, parliamentary, or local authority, strikes, lockouts or other industrial action or trade disputes (whether involving our employees or those of any third party), I.T, viruses, difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery.

22 Compensation

We will compensate you for any loss or damage you may suffer as a result of a breach of the duties imposed on us by law. However, our liability to you may be mitigated to the extent the loss or damage is attributed to:

- i. your own fault;
- ii. a third party unconnected with the provision of our services; or
- iii. events which we could not have foreseen or avoided even if we had taken all of the responsible precautions.

Our liability to compensate you will be limited to **MYR500 only** having regard to such factors as whether the loss or damage was due to a negligent act or omission by us.

23 Waiver

No delay or failure by either party to exercise any of its powers, rights or remedies under these Terms will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver, to be effective, must be in writing.

24 Severability

If any part of these Terms is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from these Terms, the remainder of which will continue to be valid and enforceable to the fullest extent permitted by law.

25 Governing law and jurisdiction

These Terms shall be governed by and construed in accordance with Malaysian law and the parties hereby agree to submit the exclusive jurisdiction of the Malaysian courts.

26 Entire Agreement

These Terms together with our disclaimer and any policies we have in force from time to time constitute the entire agreement between us and you and shall have effect to the exclusion of any other memorandum, agreement, or understanding of any kind, whether oral or written, between us and you. The terms and conditions herein shall not be assigned to any third party, except by way of written consent of parties.

PRIVACY POLICY

CORPORATE POLICY

Meranti™ officers, management, and members of staff shall, at all times, respect the confidentiality of and endeavour to keep safe all personal data collected, stored, transmitted and/or used by, or on behalf of, Meranti™. Where an individual legitimately requests access to and correction of personal data relating to the individual, held by Meranti™, then Meranti™ shall provide and/or correct that data in an appropriate time and manner.

TYPES OF PERSONAL DATA COLLECTED:

The personal data in this section refers to data and sensitive personal data as defined in the Personal Data Protection Act 2010 ("PDPA"), including, but not limited to, information arising from or relating to the performance of the duties hereunder, basic information such as your name, address, payment details, contact details, date of birth, country of origin and information about your physical or mental health, racial or ethnic origin and/or criminal or civil proceedings involving you ("**Personal Data**").

In some instances, you may also be requested to provide certain data that may be used to further improve our products and services and/or better tailor the type of information presented to you. In most cases, this type of data is optional however where the requested service is a personalised service, or provision of a product dependent on your providing all requested data, failure to provide the requested data may prevent us from providing the service to you. This type of data includes, but is not limited to:

1. Your age;
2. Gender;
3. Education and Profession;
4. Hobbies and leisure activities;
5. Family and household demographics;
6. Health related information (injuries, pregnancy, other relevant health condition).

During classes, photos / videos may also be taken of you at our premises. Such action will always be done openly so if you do not wish this photo/video to be kept, kindly advise the photographer directly.

For security purposes, CCTV footage may be recorded.

Under certain circumstances, telephone calls, service hotline calls or inquiry telephone calls may be recorded for the purposes of quality control, appraisal, as well as staff management and development.

Meranti™ website or applications may place a "cookie" on your machine; for example, to provide personalised services and/or maintain your identity across multiple pages within or across one or more sessions. This information may include, but is not limited to, relevant login and authentication details as well as information relating to your activities and preferences across our website and applications.

PURPOSES FOR COLLECTION AND USE / PROCESS OF PERSONAL DATA:

You understand and agree that we may collect, use and process your personal data for one or more of the following purposes:

1. Considering and processing your membership application with Meranti™ which may involve ascertaining your health and fitness level at the point of application;
2. Facilitating and managing your membership with us, including, but not limited to the following: ;
 - a. Granting you access into Meranti™ studio facilities;
 - b. Administering your pilates packages;
 - c. Processing the payment of your package fees and any other relevant charges that may be incurred by you with Meranti™;
 - d. Providing you with any benefits as indicated by our terms and conditions, including to administer relevant referral program benefits;
 - e. Managing your access to and usage of our mobile app and online services provided by Meranti™;
 - f. Personalizing your exercise sessions;

- g. Providing you with a fitness evaluation where requested by you;
 - h. Operating Meranti™ members' database;
 - i. Storing, hosting, backing up (whether for disaster recovery or otherwise) of your personal data, whether within or outside Malaysia;
 - j. contacting next of kin in event of emergency or as deemed prudent;
 - k. publishing material (including photographs) that may include you, as part of Meranti™'s gatherings, social media, publications or events;
 - l. as part of appropriate CCTV recordings and for the purposes of safety and security;
 - m. any and all matters related and/or ancillary to the above.
3. Carrying out your instructions or responding to any enquiry given by (or purported to be given by) you or on your behalf;
 4. Contacting you or communicating with you via phone/voice call, text message and/or fax message, email and/or postal mail for the purposes of administering and/or managing your membership with us such as but not limited to communicating information to you related to:
 - a. The status of your membership;
 - b. Any service or club/facilities status updates;
 - c. Reminders for appointments and / or sessions that you have booked with Meranti™, through email or notification from our application;
 - d. Outstanding payments or membership fees; or
 - e. Any of the purposes as indicated in paragraphs 1 and 2 above;
 5. Conducting research, analysis and development activities (including but not limited to data analytics, surveys and/or profiling) to improve our services and facilities in order to enhance your membership with us or for your benefit, or to improve any of our products or services for your benefit;
 6. Providing and sending marketing, advertising and promotional information, materials and/or documents relating to your membership with us which we think

may be of benefit or interest to you via the communication channels in place with your membership.

7. With regards to photos and videos, developing advertising material to promote Meranti™ services.

As the purposes for which we may/will collect, use, disclose or process your personal data depend on the circumstances at hand, such purpose may not appear above. However, we will notify you of such other purpose at the time of obtaining your consent, unless processing of your personal data without your consent is permitted by the PDPA or by law.

STORAGE AND RETENTION OF PERSONAL DATA

Meranti™ will endeavour to take all reasonable steps to keep secure any personal data recorded, and to keep this information accurate and up to date. Any retained information will be in digital form and stored on secure servers whose location may be overseas.

Meranti™ employees and data processors will respect the confidentiality of any personal records. However, security of communications over the Internet cannot be guaranteed, and therefore absolute assurance that information will be secure at all times cannot be given and as such Meranti™ will not be held responsible for events arising from unauthorized access to personal information.

Meranti™ will destroy any personal data it may hold in accordance with the following:

1. Personal data will only be retained for as long as is necessary to fulfil the original or directly related purpose for which it was collected, unless the personal data is also retained to satisfy any applicable statutory or contractual obligations; and
2. Personal data will be purged from the Meranti™ electronic records based on the above criteria on a regular basis.

DISCLOSURE OF PERSONAL DATA

All personal data held by Meranti™ will be kept confidential, but Meranti™ may, where such disclosure is necessary to satisfy the purpose, or a directly related purpose for which the data was collected, provide such information to the following parties:

1. Any person or company in Malaysia or overseas who is acting for or on behalf of Meranti™, or jointly with Meranti™, in respect of the purpose or a directly related purpose for which the data was provided;
2. Any financial institutions, charge or credit card issuing companies, credit information or reference bureau, or collection agencies necessary to establish and support the payment of any services being requested.

Personal data may also be disclosed to any person or persons that have a right under Malaysian law to gain access to such information provided they are able to prove their authority to access such information.

TRANSFER OF PERSONAL DATA OUTSIDE OF MALAYSIA

At times it may be necessary and/or prudent for Meranti™ to transfer certain personal data to places outside of Malaysia in order to carry out the purposes, or directly related purposes, for which the personal data were collected. Where such a transfer is performed, it will be done so in accordance with local legislation such as the PDPA.

SECURITY AND ACCESS TO PERSONAL DATA

No physical records shall be kept by Meranti™ and digital personal data shall be stored on computer systems and storage media to which access is strictly controlled and/or are located within restricted areas.

Access to records and data without appropriate management authorization are strictly prohibited. Authorizations are granted only on a "need to know" basis that is commensurate with an individual's responsibilities within Meranti™.

Individuals who have at any point in time provided personal data to Meranti™ have the right to:

1. Check whether Meranti™ holds any personal data relating to them and, if so, obtain copies of such data;
2. Require Meranti™ to correct any personal data relating to them which is inaccurate for the purpose for which it is being used.

While using Meranti™'s services, you shall have the right to access and rectify the Personal Data yourself by contacting Cynthia Nair, Director, via email at cynthia.nair@merantipilates.com.

Meranti™ WEBSITE / APPLICATION AND LINKS TO OTHER WEBSITES

Meranti™ website and application may provide links to external websites which are not under the control of Meranti™. Meranti™ shall not be held responsible for the conduct of the companies associated with these linked websites.

A translation of this Policy into Bahasa Malaysia follows below. For the avoidance of doubt, in the event of any conflict or discrepancy between the translations, the English shall prevail.

CHANGE OF POLICY

Meranti™ reserves the right to alter any of the clauses contained herein. Such changes will remain in compliance with local legislation and be notified to any affected party.

POLISI PERIBADI

POLISI KORPORAT

Pegawai-pegawai, pengurusan dan kakitangan Meranti™ hendaklah, pada setiap masa, menghormati kerahsiaan dan berusaha untuk menjaga keselamatan semua data peribadi yang dikumpul, disimpan, dihantar dan/atau digunakan oleh, atau bagi pihak, Meranti™. Jika seseorang individu secara sah meminta akses kepada dan pembetulan data peribadi yang berkaitan dengan individu tersebut, yang disimpan oleh Meranti™, maka Meranti™ hendaklah menyediakan dan/atau membetulkan data tersebut dalam masa dan cara yang sesuai.

JENIS DATA PERIBADI YANG DIKUMPULKAN:

Data peribadi dalam bahagian ini merujuk kepada data dan data peribadi sensitif seperti yang ditakrifkan dalam Akta Perlindungan Data Peribadi 2010 ("PDPA"), termasuk, tetapi tidak terhad kepada, maklumat yang timbul daripada atau berkaitan dengan pelaksanaan tugas di bawah ini, maklumat asas seperti nama anda, alamat, butiran pembayaran, butiran hubungan, tarikh lahir, negara asal dan maklumat tentang kesihatan fizikal atau mental anda, kaum atau etnik asal dan/atau prosiding-prosiding jenayah atau sivil yang melibatkan anda ("Data Peribadi").

Dalam beberapa keadaan, anda juga mungkin akan diminta untuk memberikan data tertentu yang mungkin digunakan untuk bertambah baik lagi produk dan perkhidmatan kami dan/atau menyesuaikan jenis maklumat yang disampaikan kepada anda dengan lebih baik. Dalam kebanyakan kes, jenis data ini adalah pilihan namun apabila perkhidmatan yang diminta adalah perkhidmatan yang diperibadikan, atau penyediaan produk bergantung kepada anda menyediakan semua data yang diminta, kegagalan untuk memberikan data yang diminta boleh menghalang kami daripada menyediakan perkhidmatan kepada anda. Jenis data ini termasuk, tetapi tidak terhad kepada:

1. Umur anda;
2. Jantina;
3. Pendidikan dan Profesion;
4. Hobi dan aktiviti-aktiviti riadah;
5. Keluarga dan demografi isi rumah;

6. Maklumat berkenaan dengan kesihatan (kecederaan, kehamilan, keadaan kesihatan lain yang berkaitan).

Semasa kelas, gambar / video anda juga mungkin diambil di premis kami. Tindakan sedemikian akan sentiasa dilakukan secara terbuka oleh itu jika anda tidak ingin gambar/video ini disimpan, sila nasihatkan jurugambar secara langsung.

Untuk tujuan keselamatan, rakaman CCTV mungkin direkodkan.

Dalam keadaan tertentu, panggilan telefon, panggilan talian perkhidmatan atau panggilan telefon pertanyaan mungkin direkodkan untuk tujuan kawalan kualiti, penilaian serta pengurusan dan pembangunan kakitangan.

Laman web atau aplikasi Meranti™ mungkin meletakkan "*cookie*" pada mesin anda; contohnya, untuk menyediakan perkhidmatan yang diperibadikan dan/atau mengekalkan identiti anda merentas berbilang halaman dalam atau merentas satu atau lebih sesi. Maklumat ini mungkin termasuk, tetapi tidak terhad kepada, butiran log masuk dan pengesahan yang berkaitan serta maklumat yang berkaitan dengan aktiviti dan pilihan anda di seluruh laman web dan aplikasi kami.

TUJUAN UNTUK PENGUMPULAN DAN PENGGUNAAN/ PEMROSESAN DATA PERIBADI:

Anda memahami dan bersetuju bahawa kami boleh mengumpul, menggunakan dan memproses data peribadi anda untuk satu atau lebih daripada tujuan berikut:

1. Mempertimbangkan dan memproses permohonan keahlian anda dengan Meranti™ yang mungkin melibatkan memastikan tahap kesihatan dan kecergasan anda semasa membuat permohonan;
2. Memudahkan dan mengurus keahlian anda dengan kami, termasuk, tetapi tidak terhad kepada yang berikut:
 - a. Memberikan anda akses untuk kemudahan studio Meranti™;
 - b. Mentadbir pakej pilates anda;
 - c. Memproses pembayaran yuran pakej anda dan sebarang caj-caj lain yang berkaitan yang mungkin ditanggung oleh anda dengan Meranti™;
 - d. Memberi anda apa-apa faedah seperti yang ditunjukkan oleh terma-terma dan syarat-syarat kami, termasuk untuk mentadbir manfaat program rujukan yang berkaitan;

- e. Menguruskan akses anda kepada dan penggunaan aplikasi mudah alih kami dan perkhidmatan dalam talian yang disediakan oleh Meranti™;
 - f. Memperibadikan sesi senaman anda;
 - g. Memberi anda penilaian kecergasan jika diminta oleh anda;
 - h. Mengendalikan pangkalan data ahli-ahli Meranti™;
 - i. Menyimpan, mengehos, membuat sandaran (sama ada untuk pemulihan bencana atau sebaliknya) data peribadi anda, sama ada di dalam atau di luar Malaysia;
 - j. menghubungi waris terdekat sekiranya berlaku kecemasan atau yang dianggap berhemah;
 - k. bahan penerbitan (termasuk gambar) yang mungkin termasuk anda, sebagai sebahagian daripada perhimpunan, media sosial, penerbitan atau acara Meranti™;
 - l. sebagai sebahagian daripada rakaman CCTV yang sesuai dan untuk tujuan keselamatan dan sekuriti;
 - m. mana-mana dan semua perkara yang berkaitan dan/atau sampingan kepada perkara di atas.
3. Menjalankan arahan-arahan anda atau menjawab kepada sebarang pertanyaan yang diberikan oleh (atau dikatakan diberikan oleh) anda atau bagi pihak anda;
 4. Menghubungi anda atau berkomunikasi dengan anda melalui telefon/panggilan suara, mesej teks dan/atau mesej faks, e-mel dan/atau mel pos untuk tujuan mentadbir dan/atau mengurus keahlian anda dengan kami seperti tetapi tidak terhad kepada menyampaikan maklumat kepada anda yang berkaitan dengan:
 - a. Status keahlian anda;
 - b. Sebarang pengemaskinian status perkhidmatan atau kelab/kemudahan;
 - c. Peringatan untuk temu janji dan/atau sesi yang anda telah tempah dengan Meranti™, sama ada melalui e-mel atau notifikasi melalui aplikasi kami;
 - d. Bayaran atau yuran keahlian yang tertunggak; atau
 - e. Mana-mana tujuan seperti yang dinyatakan dalam perenggan-perenggan 1 dan 2 di atas;
 5. Menjalankan aktiviti penyelidikan, analisis dan pembangunan (termasuk tetapi tidak terhad kepada analisis data, tinjauan dan/atau pemprofilan) untuk

menambah baik perkhidmatan dan kemudahan kami untuk meningkatkan keahlian anda dengan kami atau untuk faedah anda, atau untuk menambah baik mana-mana produk atau perkhidmatan kami untuk faedah anda;

6. Menyediakan dan menghantar maklumat pemasaran, pengiklanan dan promosi, bahan dan/atau dokumen yang berkaitan dengan keahlian anda dengan kami yang kami fikir mungkin memberi manfaat atau minat kepada anda melalui saluran komunikasi yang disediakan dengan keahlian anda.
7. Berkenaan dengan gambar dan video, membangunkan bahan pengiklanan untuk mempromosikan perkhidmatan Meranti™.

Kerana tujuan yang kami mungkin/akan mengumpul, menggunakan, mendedahkan atau memproses data peribadi anda bergantung kepada keadaan semasa, tujuan tersebut mungkin tidak disenaraikan di atas. Walau bagaimanapun, kami akan memberitahu anda tentang tujuan lain tersebut pada masa mendapatkan persetujuan anda, melainkan pemprosesan data peribadi anda tanpa persetujuan anda dibenarkan di bawah PDPA atau di bawah undang-undang.

PENYIMPANAN DAN PENGEKALAN DATA PERIBADI

Meranti™ akan berusaha untuk mengambil semua langkah yang munasabah untuk memastikan keselamatan apa-apa data peribadi yang direkodkan, dan memastikan maklumat ini tepat dan terkini. Sebarang maklumat yang dikekalkan akan dalam bentuk digital dan disimpan pada pelayan terjamin yang lokasinya mungkin berada di luar negara.

Kakitangan dan pemproses data Meranti™ akan menghormati kerahsiaan sebarang rekod peribadi. Walau bagaimanapun, keselamatan komunikasi melalui Internet tidak boleh dijamin, dan oleh itu jaminan mutlak bahawa maklumat akan selamat pada setiap masa tidak boleh diberikan dan oleh itu Meranti™ tidak akan bertanggungjawab atas kejadian yang timbul daripada pengaksesan tanpa kebenaran kepada maklumat peribadi.

Meranti™ akan memusnahkan mana-mana data peribadi yang mungkin disimpannya mengikut perkara berikut:

1. Data peribadi hanya akan disimpan selama diperlukan untuk memenuhi tujuan asal atau yang berkaitan secara langsung untuk mana ia dikumpulkan, melainkan data

peribadi itu juga disimpan untuk memenuhi mana-mana obligasi berkanun atau kontrak yang berkenaan; dan

2. Data peribadi akan dibersihkan daripada rekod elektronik Meranti™ berdasarkan kriteria di atas secara berkala.

PENDEDAHAN DATA PERIBADI

Semua data peribadi yang disimpan oleh Meranti™ akan dirahsiakan, tetapi Meranti™ boleh, jika pendedahan tersebut diperlukan untuk memenuhi tujuan, atau tujuan yang berkaitan secara langsung untuk mana data itu telah dikumpulkan, memberikan maklumat tersebut kepada pihak berikut:

1. Mana-mana orang atau syarikat di Malaysia atau di luar negara yang bertindak untuk atau bagi pihak Meranti™, atau bersama-sama dengan Meranti™, berkenaan dengan tujuan atau tujuan yang berkaitan secara langsung untuk mana data itu diberikan;
2. Mana-mana institusi kewangan, syarikat pengeluar caj atau kad kredit, maklumat kredit atau biro rujukan, atau agensi pengumpulan yang diperlukan untuk menubuhkan dan menyokong pembayaran sebarang perkhidmatan yang diminta.

Data peribadi juga boleh didedahkan kepada mana-mana orang atau orang yang mempunyai hak di bawah undang-undang Malaysia untuk mendapatkan akses kepada maklumat tersebut dengan syarat mereka dapat membuktikan kuasa mereka untuk mengakses maklumat tersebut.

PEMINDAHAN DATA PERIBADI KE LUAR MALAYSIA

Ada kalanya mungkin perlu dan/atau berhemat bagi Meranti™ untuk memindahkan data peribadi yang tertentu ke tempat di luar Malaysia untuk melaksanakan tujuan, atau tujuan yang berkaitan secara langsung tersebut, untuk mana data peribadi itu dikumpulkan. Jika pemindahan sedemikian dilakukan, ia akan dilakukan mengikut undang-undang tempatan seperti PDPA.

KESELAMATAN DAN AKSES KEPADA DATA PERIBADI

Tiada rekod fizikal yang akan disimpan oleh Meranti™ dan data peribadi digital hendaklah disimpan dalam sistem komputer dan media storan yang aksesnya dikawal ketat dan/atau terletak di dalam kawasan larangan.

Akses kepada rekod-rekod dan data tanpa kebenaran pengurusan yang wajar adalah dilarang sama sekali. Kebenaran diberikan hanya atas dasar "perlu tahu" yang sepadan dengan tanggungjawab seorang individu dalam Meranti™.

Individu-individu yang pada bila-bila masa pernah memberikan data peribadi kepada Meranti™ mempunyai hak untuk untuk:

1. Semak sama ada Meranti™ memegang sebarang data peribadi yang berkaitan dengannya dan, jika ya, dapatkan salinan data tersebut;
2. Memerlukan Meranti™ untuk membetulkan sebarang data peribadi yang berkaitan dengannya yang tidak tepat untuk tujuan ia digunakan.

Semasa menggunakan perkhidmatan Meranti™, anda berhak untuk mengakses dan membetulkan sendiri Data Peribadi dengan menghubungi Cynthia Nair, Pengarah, melalui emel di cynthia.nair@merantipilates.com.

LAMAN WEB / APLIKASI Meranti™ DAN PAUTAN KE LAMAN WEB LAIN

Laman web dan aplikasi Meranti™ mungkin menyediakan pautan ke laman web luar yang bukan di bawah kawalan Meranti™. Meranti™ tidak akan bertanggungjawab ke atas kelakuan syarikat yang dikaitkan dengan laman web yang dipautkan ini.

Untuk mengelakkan keraguan, sekiranya berlaku sebarang konflik atau percanggahan antara terjemahan, bahasa Inggeris akan diutamakan.

MENGUBAH POLISI

Meranti™ berhak untuk mengubah mana-mana klausa yang terkandung di sini. Perubahan sedemikian akan kekal mematuhi undang-undang tempatan dan dimaklumkan kepada mana-mana pihak yang terjejas.