HEAT

Membership Terms

Version 2026-11-05 · Effective 5 November 2026 · Kano, Nigeria

These are the terms of your membership at HEAT: what you are buying, what it lets you do, how sessions and classes are booked and cancelled, how money moves, and how either side ends it. Read them with the **Liability Waiver & Health Declaration** and the **Privacy Policy** — together the three are the whole agreement.

1. Who this agreement is with
2. Joining, and who may join
3. Your membership
4. Your wallet, and how you pay
5. Getting in
6. Group classes
7. Coaching sessions
8. Free sessions, and how they expire
9. Pausing your membership
10. Renewal, lapse and cancellation
11. Refunds
12. Training content in the app
13. Gym rules, suspension and termination
14. Opening hours and closures
15. Changes to these terms or to prices
16. Liability
17. General terms
18. Contact

1 Who this agreement is with

- **"HEAT"**, "we" and "us" mean the fitness facility operated at Tahir Guest Palace, 4 Ibrahim Natsugune Road, Giginyu, Kano 700213, by Tahir Guest Palace Limited (RC 303555).
- **"The Hotel"** means Tahir Guest Palace, its owners, management and staff, as occupier of the premises.
- **"Nuvira"** means Nuvira Nigeria Limited (RC 8564977), which builds and operates the HEAT app on our instructions.
- **"Coaches"** means the trainers who offer sessions through HEAT. Each is an independent contractor, not an employee of HEAT, the Hotel or Nuvira. See section 7.

- **"You"** means the member holding the account, and for a member under 18 also the parent or guardian who signed for them.

2 Joining, and who may join

You join in the app, or at the front desk. Your phone number is your account: we send a one-time code to it, and entering that code is how you sign in from then on. There is no password.

To finish signing up you give us your full name, date of birth, gender, and an emergency contact — a name, a Nigerian mobile number and, if you like, their relationship to you. Keep the emergency contact current; it is the number we call if something happens to you on the floor.

> **Age.** The app's own sign-up is for members aged 18 and over. Members aged 16 and 17 join at the front desk with a parent or legal guardian, who shows identification and signs these terms and the Waiver on paper. The desk records the guardian's name, phone number and relationship, and which member of staff took their consent and when. Once registered, a member under 18 may use the app; their date of birth is the one the desk recorded. We do not admit members under 16.

You confirm that what you tell us is true, that the account is yours alone, and that you will keep the phone number on it current — because a number you no longer control is a way into your account.

3 Your membership

A membership is a **plan of fixed length**, bought in the app. The plan's name, its price in naira and how many days it runs are shown before you buy, and what you pay is what was displayed at that moment.

STATUS	WHAT IT MEANS
Active	You can enter the gym, book classes and book coaching.
Frozen	Paused at your request — see section 9. Access is off, and the clock is stopped.
Expired	The end date passed. Your account and history stay; access and booking stop until you renew.
Cancelled	Ended by you or by us.

Membership is personal to you and cannot be transferred, shared, lent or sold.

We do not currently offer guest passes. Anyone who is not a member may not train on the floor.

4 Your wallet, and how you pay

Money in HEAT lives in a **wallet** attached to your account. You top the wallet up by card through **Paystack**, and everything else — your membership, a paid class, a coaching session — is paid out of that balance. Every movement in or out is written to a statement you can read in the app.

- The smallest top-up is **₦1,000**.
- Card details are entered on Paystack's own page. We never see or store your full card number, CVV or PIN. If you save a card we keep only Paystack's token plus the brand, the last four digits and the expiry,

so you can tell your cards apart.

- A top-up is credited when Paystack confirms it to our server, not when your phone says so. If a payment succeeds at your bank but does not appear within an hour, contact us with the reference and we will trace it.
- **Nothing is ever taken from your card or your bank without you starting it in the app.** There is no direct debit and no card mandate. If you switch on automatic renewal (section 10), the renewal is paid from your wallet balance, never from a card.
- Wallet balance is credit for HEAT services. It is not a deposit, it earns no interest, and it cannot be withdrawn as cash except where section 11 or the law requires a refund.

5 Getting in

There are two ways through the door, and both are tied to your membership being active.

- **Your fingerprint.** Optional. You give your consent in the app or at the front desk, then a member of staff enrols your finger once, in person, at the reader. It is registered against your membership with an end date, so when your membership lapses the credential simply stops working. The Privacy Policy, section 3, says what is stored and where.
- **Your phone.** With the app open on its unlock screen, hold your phone against a door's reader and that door opens. If it will not, the front desk can open it for you. Nothing opens unless the app is open on that screen. Your account can be signed in on one phone at a time: signing in on another phone signs the first one out, and the key held on it stops working within a day.

> **Your credential is yours alone.** Do not open the door for anyone who is not a member, do not prop doors, and do not let anyone else use your phone or your finger to enter. Every unlock and every refused attempt is logged against your account, with the phone it came from, and if one membership opens the doors from two phones close together a member of staff will ask you about it. Letting someone in on your credential is grounds for suspension or termination without refund, and you are responsible for what that person does or suffers on the premises.

Report a lost or stolen phone immediately, and we will end every session it holds. Doors, readers, networks and phones all fail sometimes; we do not guarantee uninterrupted access and are not liable for a failed unlock beyond letting you in another way. If you are locked out, call +234 805 029 8536.

6 Group classes

- Classes are **free with an active membership** unless a price is shown on the class itself. If a price is shown, it comes out of your wallet when you book.
- Every class has a capacity. When it is full you can join the **waitlist**. Joining a waitlist never costs anything. If a place opens, we offer it to you and you are charged — if the class is priced — only at the moment the place becomes yours.
- Each class states its own **cancellation window** — two hours before the start unless the class says otherwise. Cancel inside that window and anything you paid goes back to your wallet. Cancel later than that, or simply not turn up, and the place is spent.
- We may reschedule, combine, substitute the coach for, or cancel a class. If we cancel one you paid for, including because the gym is closed that day (section 14), your money returns to your wallet in full and

you are told why.

7 Coaching sessions

Coaches are independent contractors. HEAT provides the room, the equipment and the app that books and pays for the session. The coaching itself — the programme, the advice and the supervision — is between you and your coach. Each coach is responsible for their own qualifications, insurance and tax.

- Each coach sets **their own rate**, shown on their profile before you book.
- Each coach also sets how far ahead you can book them, how close to the start you can still book, and **how much notice they need for a cancellation**. HEAT caps that notice at 72 hours. Whatever the coach has chosen is shown to you at the moment you book.
- You pay with a **free session** (section 8), a session from a **package** you bought from that coach (section 8), or from your wallet.
- Cancel with at least the notice that coach requires, and everything comes back: the session to the balance it came from, with its original expiry, or the money to your wallet. Cancel later than that, or miss it, and the session is used up, and **the coach is paid for the hour they held**, exactly as if you had not turned up.
- If a coach or the gym cancels on you, you get everything back regardless of the notice given, and you are told why.
- A coach may **offer** you an hour. Nothing is charged until you accept it, and an offer you do not answer lapses on its own.
- If a coach records a session with you that did not happen, you can **dispute** it in the app within a day. Their pay for it is held until HEAT decides, and HEAT looks at the door record when it does.
- Nutrition, supplement and rehabilitation guidance from a coach is general fitness guidance, not medical or dietetic advice.
- We check each coach's identity card and coaching certificate before listing them. We do not supervise sessions and we do not guarantee any coach's methods or results.

8 Free sessions and packages, and how they expire

We give you coaching sessions at two moments: **when you finish signing up**, and **each time you buy or renew a plan**. How many, and how long they last, are set by the gym and shown in the app — at the date of these terms, 2 sessions at signup, good for 30 days, and with a plan the number that plan shows.

- They can be spent with **any coach** on the platform.
- They have an **expiry date**, shown in the app. Unused sessions are lost at expiry. They are not extended, refunded or exchanged for money, and they do not carry over.
- When you book with a free session it is held, not spent, until the session happens. Cancel in time and it comes back with its original expiry date — freezing a booking does not buy you more time.
- Free sessions are a gift and not part of what you paid for. We may change how many are given, or stop giving them, for future signups and renewals.

A **package** is a number of sessions you buy from one coach, from your wallet, to use within a stated time. Its terms are fixed when you buy it.

- It can be used only with that coach, and not after your membership ends: a package is sold for no longer than the membership it sits under, and the app says so before you buy.
- You may extend an expiring package once yourself, in the app, by the number of days the app shows (14 at the date of these terms). Further extensions are at the front desk's discretion.
- Sessions not used by the expiry date lapse. Nothing is refunded for them, and the coach is not paid for them.
- A package can be refunded at the front desk: in full within 48 hours of buying it if no session has been used, and otherwise for the sessions left, after the used ones are charged at the single-session rate fixed when you bought it. Refunds go to your wallet.

9 Pausing your membership

You can ask to freeze your membership in the app. A member of staff approves it.

- The shortest freeze is set by the gym and shown in the app; 7 days at the date of these terms. There is no longest — a freeze runs until you resume it, and you resume it yourself, in the app, whenever you are ready.
- While frozen, the days left on your membership are **banked**. When you resume, they are added back and your end date moves out by exactly the time you were paused.
- Access and booking are off while you are frozen.
- A freeze does not pause the expiry of free sessions.
- We may decline a freeze request, and we will tell you why.

10 Renewal, lapse and cancellation

- We remind you before your membership ends; 7 days before, at the date of these terms. You can renew in the app at any time, and the new term starts when the current one ends.
- **Automatic renewal is off unless you switch it on.** With it on, on the day your term ends we renew the same plan, at its price that day, from your wallet. If your wallet is short, nothing is taken: you are told, and we try again until the end of that day, after which the membership expires as normal. It waits while your membership is frozen. You can switch it off in the app at any time.
- If you do not renew, the membership expires on its end date. Your account, history and wallet balance stay; access and booking stop.
- Plans are bought for a fixed term, so there is nothing to cancel month by month: with automatic renewal off, a membership simply ends on its end date. To end one earlier, ask at the front desk. Ending it part-way through a term does not by itself entitle you to money back — see section 11.
- You can delete your account at any time, in the app or as described at heatgym.co/delete-account. That ends your membership, and any sessions left lapse.

11 Refunds

- Money returned for a cancelled class or coaching session goes to your **wallet**, where it is immediately available for anything else.
- We refund to your original payment method where we have charged you in error, where we cancel something and cannot offer a reasonable alternative, or where the law requires it.

- We do not generally refund an unused part of a membership term. We will consider a pro-rata refund on written request where you have to stop training for a medical reason or because you are moving away, and we may ask for evidence.
- Nothing here affects rights you have under the Federal Competition and Consumer Protection Act 2018 that cannot be excluded.

12 Training content in the app

- The exercise library, class descriptions and any programme written for you are provided for your personal, non-commercial use as a member. Do not copy, republish or resell them.
- Workouts you build yourself are yours. Workouts a coach writes for you, and exercises a coach adds to the library, belong to HEAT — that is agreed separately with the coach, so a member's programme does not walk out of the door when a coach does.
- Everything in the app is general fitness information. It is not medical advice and does not replace a doctor.

13 Gym rules, suspension and termination

You agree to follow the gym rules posted on the premises and any reasonable instruction from HEAT staff or hotel security, and to treat members, staff, coaches and hotel guests with respect.

We may suspend or end your membership, and cut off your access, without refund, if you:

- let someone else in on your credential, or use someone else's;
- behave abusively, threateningly or unsafely, or harass anyone;
- train under the influence of alcohol or drugs;
- damage or steal equipment or property;
- give us false information, or use the app or the wallet fraudulently;
- seriously or repeatedly break these terms, the Waiver or the gym rules.

Where the breach is not serious we will warn you first. Where it is, we may act immediately. You can appeal any suspension by writing to us, and we will answer within 14 days. If we end your membership other than for a breach by you, we refund the unused part of your term.

14 Opening hours and closures

Opening hours are shown in the app and may change. There is no unstaffed or 24-hour access: the gym is open when it is open, and staff are on site during those hours.

We may close the gym in whole or in part for maintenance, repairs, refurbishment, public holidays, private events, or for reasons outside our control. Closures are shown in the app. When we close on a day, the classes and coaching sessions booked that day are cancelled, anything you paid for them comes back as sections 6 and 7 describe, and you are told why. If a closure lasts more than 7 consecutive days we will extend affected memberships by the days lost, unless the closure results from the fault or default of members, or is caused by force majeure: events beyond our reasonable control.

15 Changes to these terms or to prices

- We may change these terms. Material changes are notified in the app at least 14 days before they take effect, and the app asks you to accept the new version before you carry on using it. We record which version you accepted and when.
- Prices may change. A change never affects a plan you have already bought — the term you paid for runs at the price you paid.
- If you do not accept a material change, you may cancel before it takes effect and we will refund the unused part of your current term.

16 Liability

The risks of training, and the release you give us, are set out in the **Liability Waiver & Health Declaration**, which you accept alongside these terms. In addition:

- We are not liable for loss or damage that was not reasonably foreseeable, or for business losses.
- We are not liable for loss, theft or damage to your belongings on the premises, except where the law does not allow that to be excluded. Lockers are for the duration of your session and are not secure storage.
- Where we are found liable in connection with the app or your membership other than for personal injury, our total liability is limited to what you have paid us in the 12 months before the claim.
- Nothing in these terms excludes liability for death or personal injury caused by our negligence, for fraud, or for anything else that cannot lawfully be excluded.

17 General terms

- **Governing law.** The laws of the Federal Republic of Nigeria.
- **Disputes.** Tell us first — most things are settled at the desk. Failing that, the dispute goes to the Kano State Multi-Door Courthouse for mediation, and otherwise to the courts of Kano State.
- **Severability.** If any part of these terms is unenforceable it is severed and the rest stands.
- **Whole agreement.** These terms, the Waiver and the Privacy Policy are the whole agreement between us and replace anything said beforehand.
- **Assignment.** You may not transfer your membership. We may transfer this agreement if the business changes hands, on notice to you.
- **Electronic acceptance.** Ticking the box in the app is an electronic signature within the meaning of the Evidence Act 2011 and binds you as a handwritten signature would. We keep the version you accepted and the time you accepted it as the record of this agreement.
- **Notices.** We reach you through the app, by text to your registered number, or by email. Write to us at the address below.

18 Contact

HEAT
Tahir Guest Palace, 4 Ibrahim Natsugune Road, Giginyu, Kano 700213
helpdesk@heatgym.co · +234 805 029 8536

App operator
Nuvira Nigeria Limited, 26 Tukur Road, Kano · issafares@nurvina.io

---

HEAT · operated at Tahir Guest Palace, Kano · app by Nuvira Nigeria Limited
Membership Terms, version 2026-11-05 — effective 5 November 2026