

## TERMS AND CONDITIONS

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This policy governs your use of the Area45 Fitness Website (the “Website”) and the Area45 Fitness Mobile Application (the “App”). The Website and the Mobile App are designed to allow users to make class/series purchases, register for classes, buy merchandise, and communicate with Area45 Fitness, LLC. (“Area45 Fitness”).

General Statement on Privacy, Personal Data, and Communications:

If you use the Website or the Mobile App, you are responsible for maintaining the confidentiality of your account, password, and for restricting access to your computer or device. You agree to accept responsibility for all activities that occur under your account and password.

When you visit the Website, the Mobile App, or communicate with Area45 Fitness via email, you are communicating electronically. You consent to receive communications from Area45 Fitness electronically. Area45 Fitness will communicate with you by email or by posting notifications on the Website and/or the Mobile App. You understand and agree that all agreements, notices, disclosures, and other communications that Area45 Fitness provides electronically satisfy any legal requirement that such communications be in writing.

User Provided Information:

Area45 Fitness does not collect any personal information about individuals – such as names and postal codes, home addresses, and email addresses – except when such information is knowingly provided to Area45 Fitness. Personal information might be obtained from online transactions such as class/series purchases, retail purchases, and/or class registrations. Additionally, personal information may be transmitted as part of a form submission or in connection with other activities or services made available on the Website or Mobile App. Any personal identification information retrieved by Area45 Fitness must be voluntarily submitted by the user.

Area45 Fitness may use the information provided to contact you with important information, required notices, and marketing promotions.

Automatically Collected Information:

The Website and Mobile App collect some anonymous information about users automatically when individuals request pages through a browser. This information is used to keep track of the shopping cart and to help us monitor how individuals use the Website and App, which allows Area45 Fitness to provide an optimal experience and better service throughout the online offerings. The information collected automatically by the server does not contain anything that can identify individuals personally, such as an email or home address.

Security Statement:

Area45 Fitness makes every effort to ensure that all of the transactions that occur on the Website and Mobile App are secure. All credit card numbers and transactions are encrypted using 128-bit Secure Socket Layer (SSL) encryption. We are concerned about safeguarding the confidentiality of your information. We provide physical, electronic, and procedural safeguards to protect information we process and maintain. For example, we limit access to this information to authorized employees and contractors who need to know that information in order to operate, develop or improve the Website and Mobile App. Please be aware that, although we endeavor to provide reasonable security for information we process and maintain, no security system can prevent all potential security breaches.

What is a Secure Connection?

Yes. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information. For instance, we use cookies to help us remember and process the items in your shopping cart. They are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

We use cookies to:

When a secure connection is established between your browser and a website, any data that is transferred over the connection will be encrypted to prevent it from being viewed by a third party. SSL encryption makes it very difficult for anyone to intercept or decode messages exchanged over this type of secure connection.

Browsers such as Internet Explorer, Firefox, and Safari display an image of a locked padlock on their status bar when connected to a secure site. Google Chrome shows a green locked padlock on the far left side of the status bar when there is a secure SSL connection. Firefox colors the address bar yellow when connected to a secure site. Secure transactions are also indicated when the prefix in the location bar of your browser switches from http:// or https://. The additional 's' stands for 'secure' and indicates a secure connection to the Area45 Fitness website. If you do not see this padlock, if it is unlocked, or if the protocol in the location bar is not listed as https://, then any data exchanged with the website is potentially visible to others.

Depending on your browser, you may be able to view authentication information about a secure page by double-clicking on the padlock icon in the status bar. For more information on how your software establishes a secure connection, see the help files for your particular browser.

How Information is Used:

The following are examples of how Area45 Fitness might use the personal information collected through the Website and/or App:

- If you purchase a Area45 Fitness Membership/Fit Pack, sign up for a Area45 Fitness class, or purchase Area45 Fitness retail items, the required personal information (similar to that provided during a telephone or mail order purchase) will be used to complete your order.
- If you indicate that you are interested in receiving Area45 Fitness related news and information, you may receive emails to the email address you provided as part of the registration process.

For the non-personally identifiable information collected throughout the Website or Mobile App:

- Aggregate data could be analyzed to describe the collective characteristics and behaviors of online visitors, and subsequently be used to further optimize the effectiveness of the website, the mobile application, and the overall Area45 Fitness experience.

You can help Area45 Fitness maintain the accuracy of your personal information by updating your account. Please update this information when you change your address, phone number, or email address. Area45 Fitness will never share telephone numbers, email addresses, or any personal data with third parties that are not associated with Area45 Fitness.

Area45 Fitness reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders, at its sole discretion.

Privacy of Minors:

If you are under 18, you may register and use the Website and Mobile App only with the involvement of a parent or guardian. Area45 Fitness does not accept the online registration of minors; please do not attempt

to register on the Website if you are under the age of 18. Registration of a minor (ages 12-17) must be completed in person at one of our studios with a parent or guardian. Minors (ages 12-17) have to submitted a Minor Waiver Form signed by a parent or guardian, may sign up for classes online.

If Area45 Fitness discovers that personal information has been submitted by a minor without a signed participant/registration waiver, Area45 Fitness reserves the right to delete such information. Area45 Fitness does not seek or share personal information from minors throughout the Website or Mobile App.

#### Reservations/Charges:

In order to make a reservation, you must first purchase a Area45 Drop-In Class, an Area45 Fit Pack or an Area45 Membership Package(s). To purchase any course, you can either sign up on our website at [www.area45fitness.com](http://www.area45fitness.com) by using your email and creating a password, or if you are already registered, click the "login" page and click on schedules.

Please note all Area45 Fit Packages expire 1 year from date of purchase and future prices are subject to change. We accept MasterCard, Visa, and American Express. Cash payments may only be made in an Area45 Fitness Studio. You can reserve classes online up to one week in advance, but not later than 1 hour prior to class time. Deadlines apply regardless of available functionality.

Your credit/debit card will be charged at check out or if you are on the monthly membership it will be charged the day you signed up of each month. Area45 Fitness will not process reservation charges that use an incorrect, expired, or over-the-limit credit card. We will make our best efforts to contact you if this occurs. If you fail to pay any fees or charges when due, services or privileges may be suspended or terminated. You shall be responsible and liable for any fees, including attorneys' fees and collection costs, that Area45 Fitness may incur in its efforts to collect any unpaid balances from you.

#### Cancellation/Return Policy:

**Membership Cancellation:** All cancellations need to be directed to [Info@area45fitness.com](mailto:Info@area45fitness.com) with all of your general information. Area45 Fitness will not provide any refunds or retuens. Please note the membership will be cancelled the following month of your last payment, for example, if you're membership date is on the 15th of each month and you email to cancel on the 16th you will still be charged for that month and membership will be terminated the 15th of the following month. If you are locked in a contract you will be subject to the penalty.

Area45 Basic Plan: Early termination in the amount of \$180.00.

Area45 Basic Short Term: Early termination in the amount of \$80.00

Area45 Elite: No termination penalty

You shall be responsible and liable for any fees, including attorneys' fees and collection costs, that Area45 Fitness may incur in its efforts to collect any unpaid balances from you. \*Exception(s) will be made based on Area45 Fitness manager discretion with the following reasons:

- Terminally Ill
- Military/Active Duty
- Accidents (i.e. car accidents, break a bone, and etc.)
- Death

Please note by selecting any Area45 Fit Package(s) there are no refunds or returns. All classes expire 1-year (USA Calendar) from the date of purchase; for example, if an Area45 Fit Pack: 10 was purchased on January 1, 2017 you will have until January 1, 2018 to use those 10 classes. All classes will be used in the order they were

purchased. \*Exception(s) will be made based on Area45 Fitness manager discretion with the following reasons:

- Terminally Ill
- Military/Active Duty
- Accidents (i.e. car accidents, break a bone, and etc.)
- Death

\*All exceptions must show documented proof or will be held liable for any packages selected. Reservations: In order to cancel a reserved class without being penalized you must unreserve 4 hours in advance. Once your class is cancelled, the class will be returned to your account to be used at a future date; the class is not refunded. If you have not cancelled your class 4 hour prior, you will lose that class.

You can cancel your reservation in the following ways:

1. Log into your account, select the class you reserved and select "unreserve."
2. Call the studio and ask to speak to a manager to cancel the class.

Please note, in fairness to all our customers, all classes will be locked 15 minutes' prior the start of class.

#### FOR AREA45 CLIENTS RUNNING LATE:

We ask that you call the studio to let us know you are on the way. The front desk will hold a reservation for up to 10 minutes after class begins. Clients who are more than 10 minutes late will not be admitted into class as it is too disruptive.

#### FOR CLIENTS LEAVING EARLY:

If you're planning on leaving early, we kindly request that you tell the instructor ahead of time.

#### Waitlist:

Waitlist clients will be notified in the order they were waitlisted at starting 4 hours prior to the course. If the course is completely filled 32/32 members and you are waitlisted at 33/32 and a client drops the course you will be notified immediately by email or by mobile app and will have a total of 20 minutes to respond before moving on to the next individual on the waitlist.

#### Waiver and Release:

By signing up for and/or attending classes, events, activities, and other programs and using the premises, facilities and equipment (individually and/or collectively, the "Classes and Facilities") of Area45 Fitness and its subsidiaries, you hereby acknowledge on behalf of yourself, your heirs, personal representatives and/or assigns, that there are certain inherent risks and dangers while exercising and exercising with equipment in association with the Classes and Facilities. You acknowledge that some of these risks cannot be eliminated regardless of the care taken to avoid injuries. You also acknowledge that the specific risks vary from one activity to another, but range from (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, seizures, strokes, concussions and etc.; and (3) catastrophic injuries including paralysis and death. You have read and thoroughly understand the Area45 Fitness Safety Instructions that are posted on Area45 Fitness's website ([www.area45fitness.com](http://www.area45fitness.com)), a hard copy of which was also provided to me by Area45 Fitness staff. At all times, you shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions given to you by staff. If in the subjective opinion of the Area45 Fitness staff, you would be at physical risk participating in Area45 Fitness's Classes, you understand and agree that you may be denied access to the Classes and Facilities until you furnish Area45 Fitness with an opinion letter from your medical doctor, at your sole cost and expense, specifically addressing Area45 Fitness's concerns and stating that Area45 Fitness's concerns are unfounded. In consideration of being allowed to participate in and access the Classes and Facilities, you hereby (1) agree

to assume full responsibility for any and all injuries or damage which are sustained or aggravated by you in relation to the Classes and Facilities, (2) release, indemnify, and hold harmless Area45 Fitness, its direct and indirect parent, subsidiary affiliate entities, and each of their respective officers, directors, members, employees, representatives and agents, and each of their respective successors and assigns and all others, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages, and liabilities to the fullest extent allowed by law arising out of or in any way related to participation in the Classes or use of the Facilities, and (3) represent that you (a) have no medical or physical condition that would prevent you from properly using any of Area45 Fitness's Classes and Facilities, (b) do not have a physical or mental condition that would put you in any physical or medical danger, and (c) have not been instructed by a physician to not participate in physical exercise. You acknowledge that if you have any chronic disabilities or conditions, you are at risk in using Area45 Fitness's Classes and Facilities, and should not be participating in any Classes.

#### Intellectual Property Rights:

The trademarks and trade dress of Area45 Fitness are proprietary to Area45 Fitness and may not be used by you for any reasons other than as expressly permitted by these terms. All Website and App content, design, text, graphics, and interfaces; the collection, selection, and arrangement thereof; and all software are property of, or duly licensed to, Area45 Fitness. You have the right to view, electronically copy, and print in hard copy portions of the Website and App for the sole purpose of making class reservations, purchases, or other personal use.

Any other use of materials on the Website, including modification, distribution, or reproduction for purposes other than those noted above, without the prior written permission of Area45 Fitness, is strictly prohibited.

You acknowledge that Area45 Fitness and/or third party content providers remain the owners of all Website and App materials, and that you do not acquire any of those ownership rights by downloading, copying, or using any such material in accordance with these Terms and Conditions. Area45 Fitness may discontinue or remove the Website or App, or any portion thereof, or discontinue your right to use the Website or App, or any portion thereof, at any time.

#### NOT AUTHORIZED TO PERFORM DATA MINING:

You are not authorized without the prior written permission of Area45 Fitness to use any computer code, data mining software, "robot," "bot," "spider," "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the web pages, data or content found on this Website and/or App or accessed through this Website and/or Mobile App. You also may not engage in the mass downloading of files from this Website and/or Mobile App; use the computer processing power of this Website and/or Mobile App for purposes other than those permitted above; flood this site with electronic traffic designed to slow or stop its operation; or establish links to or from other websites to this Website.

#### NOT AUTHORIZED TO USE THIS WEBSITE FOR COMMERCIAL PURPOSES:

Users are not authorized to sell, reproduce, distribute, modify, display, publicly perform, report or otherwise prepare derivative or second hand works based on any of Area45 Fitness's material in any way for any public or commercial purpose. Thus, you are not authorized to (i) resell or make commercial use of this site or its contents; (ii) collect or use any product listings, descriptions, photographs or prices displayed on this Website and/or App in connection with the sale or resale of any Area45 Fitness products or for other commercial purposes; or (iii) create, reproduce and/or distribute any materials derived from the content provided on this Website and/or App. Furthermore, Area45 Fitness's material may not be displayed or communicated on any other website and/or app, in a networked computer environment or other digital support for any purpose whatsoever. In the event of breach of any of these Terms, User's permission to use Area45 Fitness's material will automatically terminate and any copies made of Area45 Fitness's material must be immediately destroyed.

Any unauthorized use of Area45 Fitness's material may violate state and federal criminal laws, infringe copyright laws, trademark laws, the laws of privacy or publicity, and communication regulations and statutes.

Warranty Disclaimer and Limitation of Liability:

In no event will Area45 Fitness be liable for any direct, indirect, special, or other consequential damages resulting from your use of the Website, the Mobile App, or on any other linked/third-party website, including without limitation, any lost profits, business interruption, loss of programs, or other data on your information handling systems or otherwise, including any claims waived by you previously in this agreement even if Area45 Fitness expressly advised of the possibility of such damage.

All information is provided by Area45 Fitness on an "as is" basis only. Area45 Fitness provides no representations and warranties, express or implied, including the implied warranties of fitness for a particular purpose, merchantability, and non-infringement.

Policy Changes:

Occasional changes may be made to this document as new services and content are added to the Website or App to reflect changes in Area45 Fitness's policies. The Terms and Conditions may be revised at any time by updating this posting. By using the Website or App, you agree to be bound by any such revisions. Users of the Website and App are encouraged to check this document periodically to stay informed of current privacy guidelines.

Acceptance of Terms:

By using the Website or App, you signify your acceptance of the Terms and Conditions. If you do not agree to this, please refrain from using the Website or App. Your continued use of the Website or App following the posting of changes to these terms will indicate your acceptance of those changes.