



9ROUND FITNESS

7954 Harwood Ave Suite 140 Wauwatosa,
Wisconsin 53213
(414) 395-8545

DATE: May 20, 2024
RECURRING DUES
MEMBERSHIP AGREEMENT (WISCONSIN)

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The agency that administers compliance with the law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

PARTIES TO THE AGREEMENT

CLUB INFORMATION: Tosa Kickbox Fitness, LLC d/b/a 9ROUND ("9ROUND," "Company," "we," "our" or "us"), and its successors and assigns

CLUB OF ENROLLMENT: 9Round Wauwatosa, WI - Harwood Ave 7954 Harwood Ave Suite 140 Wauwatosa, Wisconsin 53213

MEMBER INFORMATION:

Member Name: ("Member," "you" or "your") Email:

Address:

Birth Date: Gender:

Home #: Cell #: Work #:

BUYER INFORMATION: (if different from Member; the Buyer is the person paying for services) ("Buyer")

SUMMARY OF TERMS AND ACCOUNT CHARGES

RECURRING DUES MEMBERSHIP BASICS

- As a recurring dues member, you are agreeing to pay for your 9ROUND membership on a recurring dues basis.
- If your recurring dues membership is for a term of one (1) month or less, then you have a month-to-month membership ("M2M"). You may cancel your M2M membership at any time with a 30-day advance written notice.
- If your recurring dues membership is for a term greater than one (1) month, then you have a fixed term membership ("Term"). Term memberships are subject to auto-renewal, and, with limited exception, may not be cancelled during the initial term (see additional terms below).
- Your recurring dues billing will begin on 2024-05-20 and will continue on the same day each month thereafter until you properly cancel per the terms of this Agreement.
- You expressly authorize 9ROUND, or its third-party billing services provider, to draft your account each month for any dues, fees or other charges.
- As part of this membership, you have access to 9RoundNOW. You have read and agree to the Terms of Service of 9RoundNOW.

TERMS OF YOUR
RECURRING DUES
MEMBERSHIP

| | |
|---|--------------|
| Membership to begin on | May 20, 2024 |
| Monthly Dues Amount <small>(including taxes)</small> | \$19.99 |
| Recurring Dues Term (in months) <small>(*subject to auto-renewal)</small> | 1* |
| Enrollment Fee | |
| Sales Tax Rate | 0 |
| TOTAL DUE NOW TO START | \$19.99 |

| | |
|---|---|
| OTHER CHARGES/FEES* <small>(other charges/fees may apply)</small> | |
| Membership Key FOB | First FOB: Free Replacement FOBs: \$5 each |
| Late Charge | \$20 per late payment |
| Returned Item Fee <small>(e.g., bounced check; payment returned for insufficient funds)</small> | \$25 per returned item |

PAYMENT SCHEDULE

CONSENT TO AUTO-RENEWAL (All references to “I” or “me” in this section shall refer to you)

M2M MEMBER: I understand that my membership will continue to renew monthly until I properly cancel, that proper cancellation requires me to provide 9ROUND with a 30-day advance written notice of cancellation, and that I will be expected to pay all dues, fees and charges associated with my account.

TERM MEMBER: I understand that my Agreement is for a fixed initial term and that, unless I provide 9ROUND with a written notice of cancellation at least 30 days prior to the end of my initial term, my membership will automatically roll over to a month-to-month agreement cancellable at any time by me with a 30-day advance written notice. Once in auto-renewal, also called ‘Evergreen Status,’ I consent to continue paying 9ROUND dues in the amount of \$ per month, subject to the terms of this Agreement.

Buyer's Acceptance: (electronic signature) 3.141.195.128 **Date Signed and Accepted:** May 20, 2024

AUTHORIZATION FOR PREAUTHORIZED
PAYMENTS (All references to “I” or “me” in this section shall refer to you)

By signing below, I am authorizing ClubReady, LLC (“ClubReady”), a third-party billing company located at 333 Ozark Trail Dr., Ste. 50, St. Louis, MO 63011, to initiate transfers, whether by EFT or ACH transfer, from the designated bank account tied to this Agreement for purposes of paying, on a recurring basis, all or a portion of the dues, fees and charges which I owe under the Agreement. I understand and agree that: (a) dues, fees and charges include, but may not be limited to, enrollment fees, membership dues, service charges, late fees, applicable taxes, and/or fees for uncollected monthly dues; (b) ClubReady may transfer funds from my designated account for any retail transactions or online purchases initiated by me; (c) dues, fees and charges will be drawn on or about the dates set

forth in the Payment Schedule; (d) this preauthorization will remain in effect until all of my payment obligations under the Agreement have been satisfied; (e) charges may appear in my bank statement under the prefix "CLR" followed by my club's name, phone number and state; (f) debited amounts may vary each month based on additional amounts which I may owe under this Agreement, and that while I am entitled to receive notice at least 10 days before being charged, by signing this authorization, I am choosing instead to get notice only when the amount due would differ by more than \$50.00 from my most recent payment; (g) billing inquiries can be directed to ClubReady at 1 (800) 405-4818. I expressly authorize ClubReady, and any of its subsidiaries or affiliates, to contact me regarding any matter related to the billing of my account, whether by phone, email or SMS text communication (please note SMS text charges may apply).

Buyer's Acceptance: (electronic signature) 3.141.195.128 **Date Signed and Accepted:** May 20, 2024

BUYER'S RIGHTS IN WISCONSIN

CANCELLATION AND REFUNDS. Right to Cancel. You are permitted to cancel this contract until midnight of the 3rd operating day after the date on which you signed the contract. If the facilities or services that are described in the contract are not available at the time you sign the contract, you have until midnight of the 3rd operating day after the day on which you received notice of their availability, to cancel the contract. If within this time period you decide you want to cancel this contract, you may do so by notifying 9ROUND by any writing mailed or delivered to 9ROUND at 9Round Wauwatosa, WI - Harwood Ave 7954 Harwood Ave Suite 140 Wauwatosa, Wisconsin 53213, within the previously described time period. If you do so cancel, any payments made by you, less a user fee of no more than \$3 per day of actual use, will be refunded within 21 days after notice of cancellation is delivered, and any evidence of any indebtedness executed by you will be cancelled by 9ROUND and arrangements will be made to relieve you of any further obligation to pay the same.

9ROUND PERFORMANCE. Performance of all of the agreed upon facilities and services will be available for use by you no later than 6 months after the date this Agreement is signed by you.

MAXIMUM TERM. The term of this Agreement, including the initial term and any renewal terms, shall not exceed 2 years.

LIMITATIONS ON REQUIRED PAYMENTS. You shall not be required to pay more than \$25 or 10% of the total contract price, whichever is less, prior to the date on which you receive written notice that the facilities and services described in the Agreement are available for use. If you exercise your contractual right to cancel, you shall not be required to pay more than \$3 per day for actual use of facilities and services during the cancellation period.

FACILITIES UNAVAILABLE OR NO LONGER FULLY OPERATIONAL. If any of the 9ROUND facilities or services described in the Agreement become unavailable or are no longer fully operational, before full receipt of the services and use of facilities for which you contracted, you are liable for only that portion of the total consideration proportional to the elapsed time portion of the Agreement at the time of the unavailability. You are entitled to a refund of any other funds already paid. In lieu of a refund, you have a right to choose to complete the unused portion of the Agreement, including any renewal periods, at the price disclosed in the Agreement at another location which is owned, controlled, affiliated with or operated by 9ROUND. Any such modification of the Agreement must be made in writing and may only modify the terms of the Agreement concerning the unavailable or no longer fully operational facilities or services. Nothing in this paragraph shall be construed to prohibit 9ROUND from performing regular maintenance or

making prompt equipment repairs; making improvements to the facilities or services; and/or replacing a facility or service with a superior facility or service.

PRESERVATION OF RIGHTS. Any right of action or defense arising out of this Agreement that you have against 9ROUND is preserved against any assignee of or successor to the Agreement.

CANCELLATION TERMS

RESCISSION RIGHTS. You are permitted to rescind this Agreement until midnight of the 3rd operating day after the date on which you signed the Agreement. If within this time period you decide you want to rescind this Agreement, you may do so by notifying 9ROUND by any writing mailed or delivered to 9Round Wauwatosa, WI - Harwood Ave 7954 Harwood Ave Suite 140 Wauwatosa, Wisconsin 53213 within the previously described time period.

CANCELLATION RIGHTS. After expiration of the 3-day rescission period, you may cancel this Agreement only if you qualify as follows:

(a) You die or become disabled. If you are unable to make use of or receive the center services contracted for because of death or disability, you are liable for only that portion of the total consideration proportional to the elapsed time portion of the contract at the time of the death or disability, and you or your estate may cancel this Agreement without penalty and receive a pro rata refund, where applicable, for any prepaid sums. A "disability" means a condition which precludes you from physically using the facilities, and your disability must be verified by a physician. 9ROUND shall retain the value for services already provided prior to your death or disability.

(b) 9ROUND closes or its services become unavailable or no longer fully operational. If the 9ROUND facility where you signed up for services closes, or its services become unavailable or no longer fully operational, then you may cancel this Agreement without penalty and receive a pro rata refund, where applicable, for any prepaid sums; provided, however, that you may complete the unused portion of your contract at another 9ROUND location so long as such decision is put in writing. Nothing in this section shall limit 9ROUND's right to perform regular maintenance, make repairs on its equipment, improve its facilities or services, or replace its facilities or services with superior facilities or services.

TERMINATION OF RECURRING DUES MEMBERSHIP. If you are a M2M member, you may terminate this Agreement at any time by providing 9ROUND with a 30-day advance written notice. There is no early termination fee for a M2M membership. If you are a Term member, unless you rescind or cancel your membership as stated in this Agreement, then your membership cannot be cancelled until the expiration of your fixed initial term. To avoid rolling over into auto-renewal, you must provide 9ROUND with written notice of cancellation at least 30 days in advance of the expiration of the initial term. If your membership auto-renews, you may cancel at any time without penalty by providing 9ROUND with a 30-day advance written notice. Whether you are a M2M or Term member, once 9ROUND receives your written notice of cancellation, your membership will remain active until the expiration of your then-current billing cycle.

REFUNDS. If you properly rescind or cancel your membership, 9ROUND will "turn off" the EFT/ACH draft on your account and you will not be charged a penalty or early-termination fee. Any refund due, if any, will be paid to you within the time period prescribed by state law.

NOTICE. All notices under this Agreement must be in writing and delivered in person to the club, or sent via certified mail to 9Round Wauwatosa, WI - Harwood Ave 7954 Harwood Ave Suite 140 Wauwatosa, Wisconsin 53213.

RELEASE OF LIABILITY; ASSUMPTION OF RISK;

INDEMNITY

USING THIS FACILITY OWNED BY Tosa Kickbox Fitness, LLC D/B/A 9ROUND, OR ANY OTHER 9ROUND FACILITY, INVOLVES THE RISK OF INJURY TO YOU OR YOUR GUEST(S), WHETHER YOU OR SOMEONE ELSE CAUSES IT. SPECIFIC RISKS VARY FROM ONE ACTIVITY TO ANOTHER AND THE RISKS RANGE FROM MINOR INJURIES TO MAJOR INJURIES, SUCH AS CATASTROPHIC INJURIES INCLUDING DEATH. IN CONSIDERATION OF YOUR PARTICIPATION IN THE ACTIVITIES OFFERED BY 9ROUND, YOU UNDERSTAND AND VOLUNTARILY ACCEPT THIS RISK AND RELEASE Tosa Kickbox Fitness, LLC, AND EACH OF THEIR RESPECTIVE AFFILIATES, AND EACH OF THE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, FRANCHISORS, AGENTS AND INDEPENDENT CONTRACTORS THEREOF (THE "RELEASEES"), FROM ALL LIABILITY FOR ANY INJURY, INCLUDING, WITHOUT LIMITATION, PERSONAL, BODILY, OR MENTAL INJURY, ECONOMIC LOSS, OR ANY DAMAGE TO YOU, YOUR SPOUSE, GUESTS, UNBORN CHILD, OR RELATIVES, RESULTING FROM YOUR USE OF 9ROUND, INCLUDING ANY INJURY RELATING TO THE ORDINARY OR GROSS NEGLIGENCE, ACTUAL OR PASSIVE, OF THE RELEASEES OR ANYONE ACTING ON THE RELEASEES' BEHALF OR ANYONE USING 9ROUND FACILITIES, WHETHER RELATED TO EXERCISE OR NOT. IN CONSIDERATION OF YOUR BEING ABLE TO PARTICIPATE IN 9ROUND ACTIVITIES, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASEES HARMLESS AGAINST ANY LIABILITY, DAMAGES, DEFENSE COSTS, INCLUDING ATTORNEYS' FEES, AND ANY OTHER COSTS INCURRED IN CONNECTION WITH CLAIMS FOR BODILY INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE CAUSED BY YOUR NEGLIGENCE OR OTHER ACTS OR OMISSIONS. YOU FURTHER AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE RELEASEES FROM ALL LIABILITY, DAMAGES, DEFENSE COSTS, INCLUDING ATTORNEYS' FEES, AND ANY OTHER COSTS INCURRED IN CONNECTION WITH CLAIMS FOR BODILY INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE BROUGHT BY YOU, YOUR GUESTS, OR MINORS, EVEN IF THE RELEASEES WERE NEGLIGENT. FURTHER, YOU UNDERSTAND AND ACKNOWLEDGE THAT THE RELEASEES DO NOT MANUFACTURE FITNESS OR OTHER EQUIPMENT, BUT PURCHASE AND/OR LEASE EQUIPMENT. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE RELEASEES AND 9ROUND ARE PROVIDING RECREATIONAL SERVICES AND MAY NOT BE HELD LIABLE FOR DEFECTIVE PRODUCTS. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THE FOREGOING AND KNOW OF THE NATURE OF THE ACTIVITIES AT 9ROUND.

GENERAL PROVISIONS

MEDICAL CONDITIONS. BEFORE USING 9ROUND'S SERVICES OR FACILITIES, YOU REPRESENT THAT YOU ARE IN GOOD HEALTH AND HAVE NO DISABILITY, IMPAIRMENT, INJURY, DISEASE, OR AILMENT, PREVENTING YOU FROM ENGAGING IN ACTIVE OR PASSIVE EXERCISE OR WHICH COULD CAUSE INCREASED RISK OF INJURY OR ADVERSE HEALTH CONSEQUENCES AS A RESULT OF EXERCISE. YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE 9ROUND FACILITY AND SHALL INDEMNIFY 9ROUND, ITS AFFILIATES, AGENTS AND EMPLOYEES, AGAINST ANY AND ALL DAMAGES ARISING OUT OF YOUR USE OF THE FACILITIES.

PROOF OF MEMBERSHIP. You will receive one membership key fob (the "Membership Fob") from 9ROUND and must present it to the reception desk personnel each time you enter a 9ROUND facility. Lost Membership Fobs will be replaced for a fee of \$5, which may be adjusted from time to time. The Membership Fob must be replaced if lost. Membership privileges are limited to the person in whose name the Membership Fob is issued. Improper use of the membership will result in confiscation of the

Membership Fob and can result in immediate revocation of your membership. If you wish to use 9ROUND's facilities without your Membership Fob, you will be required to provide proof of identity (e.g., valid driver's license).

CUSTOMER SERVICE. Any questions about this Agreement or issues with your membership can be directed to a 9ROUND manager at 9Round Wauwatosa, WI - Harwood Ave 7954 Harwood Ave Suite 140 Wauwatosa, Wisconsin 53213, or call (414) 395-8545.

NO HEALTH WARRANTIES. 9ROUND makes no claims as to medical results that can or may be obtained through use of any 9ROUND facility. 9ROUND has neither suggested nor will it suggest any medical treatment to any of its members; only licensed medical professionals are qualified to give medical advice. You are instructed not to act on the advice given by any 9ROUND employee, unless such advice has been verified by your licensed professional physician.

CHANGE IN MEMBERSHIP OR BILLING INFORMATION. You must promptly notify 9ROUND in writing of any changes in your billing information, address or telephone number. You expressly permit 9ROUND, or its authorized billing company, to obtain such updated information through payment card networks, card issuers or other third parties.

DRESS CODE. Proper athletic attire and footwear is required. 9ROUND reserves the right to make the final determination in its sole discretion with regard to appropriate attire and footwear.

SMOKING. Smoking (including e-cigarettes, chewing tobacco, vapor pens) is prohibited at all times in all 9ROUND facilities.

LOSS OF PROPERTY. You and guests are encouraged not to bring valuables onto the premises of a 9ROUND facility. 9ROUND shall not be liable for the disappearance, loss, theft, or damage to personal property, including, among other things, money, jewelry, negotiable securities, and other items left by you or your guests.

HAND-WRAPS/GLOVES. Loaner gloves will be provided free of charge for your trial period only. Once you become a member, you are required to use 9ROUND-branded hand-wraps and gloves. For safety and sanitary reasons, no member will be allowed to work out without the required 9ROUND hand-wraps and gloves.

DESCRIPTION OF SERVICES; HOURS OF ACCESS. This Agreement entitles you to access the 9ROUND facilities and services during normal business hours, which will be posted at each 9ROUND location, and to 9RoundNOW. 9ROUND reserves the right to revise its list of available equipment and services at any time for any reason; 9ROUND equipment may include light weights, kettle bells, jump ropes, punching bags and medicine balls. A 9ROUND workout involves a member transitioning between nine different exercise stations in a circuit-type format. Each station exercise lasts three minutes, followed by a 30-second transition and rest period. A bell will sound each time a member should transition to the next exercise station. Specific exercises and/or equipment at each circuit station are subject to change. 9ROUND does not offer individual or group "training classes," although a 9ROUND trainer (employee) will be present at all times during normal business hours to offer encouragement and instruction when necessary. All 9ROUND workouts are subject to exercise station availability. Members should participate in only one 9ROUND circuit per visit.

MINIMUM AGE REQUIREMENT. The minimum age for 9ROUND membership is ten (10) years old. Minors under the age of eighteen (18) are required to obtain the consent of a parent or legal guardian, who must sign this Agreement and remain responsible for all fees and other charges. Minors under the age of fifteen (15) must have a parent or legal guardian present at all times during the 9ROUND workout.

IMAGE USE. You understand that while on 9ROUND premises, your, or your minor child's image (including live or recorded video images), may be used or shown on the 9ROUND website or social media outlets (Facebook, Instagram, YouTube, etc.), and that by entering the premises you consent to the use of these

images.

NON-DISCRIMINATION. 9ROUND represents that it will not discriminate against any person because of sex, race, creed, age, color, origin, sexual orientation, or ancestry in considering applications for memberships.

MEMBERSHIP TERMINATION. We reserve the right to terminate your membership for any reason not expressly prohibited by law. In the event of termination, we will notify you in person or send you a written notice of termination to your address on file, and refund you any unused prepaid dues.

DISPUTE RESOLUTION (U.S.). OTHER THAN A CLAIM FOR PERSONAL INJURY, OR A CLAIM BROUGHT IN SMALL CLAIMS COURT, YOU AGREE THAT ANY DISPUTE WITH 9ROUND, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, WILL BE RESOLVED, FIRST, THROUGH INFORMAL DISCUSSIONS WITH 9ROUND; THEN, IF UNSUCCESSFUL, BY NON-BINDING MEDIATION. IF A MEDIATOR CANNOT RESOLVE THE DISPUTE, THEN YOU AGREE TO WAIVE YOUR RIGHT TO A JURY TRIAL AND CONSENT TO BINDING ARBITRATION BEFORE A SINGLE ARBITRATOR UNDER THE THEN-CURRENT COMMERCIAL DISPUTE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN A LOCATION NEAR YOUR CLUB OF ENROLLMENT. YOU AND 9ROUND FURTHER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU ALSO AGREE NOT TO PARTICIPATE IN CLAIMS BROUGHT IN A PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE CAPACITY, OR CONSOLIDATED CLAIMS INVOLVING ANOTHER PERSON'S ACCOUNT IF 9ROUND IS A PARTY TO THAT PROCEEDING. IF YOU DO NOT WISH TO BE BOUND BY THIS DISPUTE RESOLUTION PROVISION, YOU MAY OPT OUT BY SENDING A WRITTEN NOTICE TO 9ROUND AT 9Round Wauwatosa, WI - Harwood Ave 7954 Harwood Ave Suite 140 Wauwatosa, Wisconsin 53213 WITHIN 30 DAYS AFTER THE DAY YOU SIGN THIS AGREEMENT. MEDIATION COSTS MUST BE SPLIT EQUALLY. ARBITRATION COSTS WILL BE BORNE BY 9ROUND IN AN AMOUNT AS FAIRLY DETERMINED BY THE ARBITRATOR.

ENTIRE AGREEMENT. Verbal agreements with a 9ROUND employee will not be accepted as valid. Only this Agreement, and all rules and regulations of 9ROUND, as revised from time to time, constitute the entire and exclusive agreement between you and 9ROUND, and supersede all prior written and/or oral promises, representations, understandings and/or agreements relating to this membership purchase.

INVALID PROVISIONS. If any part of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement will be valid and enforceable.

GOVERNING LAW. This Agreement shall be interpreted under the laws of the State in which you execute this Agreement. Any litigation under this Agreement shall be resolved in the courts of the State in which you execute this Agreement.

LIMITED LIABILITY. Unless prohibited by state law, any award by a court or arbitrator is limited to actual compensatory damages. Neither a court nor an arbitrator can award either party any indirect, special, incidental or consequential damages, even if one party told the other party that they might suffer these damages.

CONSENT TO CONTACT. By signing below, you are giving 9ROUND and its authorized vendors express written consent to contact you at the wireless number provided for any matter related to your account, including collection of monies owed, alerts and/or notices regarding your purchased services, and promotions that may be of interest to you. You acknowledge that calls or text messages sent to your mobile phone device may be generated using an autodialing system, and that standard text rates apply. Your consent is not a condition of purchase. You may revoke your consent at any time.

I AGREE TO THE TERMS OF THIS AGREEMENT

Buyer's Acceptance: (electronic signature) 3.141.195.128 **Date Signed and Accepted:** May 20, 2024

COSIGNER (ONLY NEEDED IF MEMBER IS A MINOR OR THERE WILL BE A FINANCIAL CO-SIGNER ON THE ACCOUNT)

PARENT/GUARDIAN. On behalf of my minor child and myself, I agree to all of the provisions of this Agreement, including the provision titled "Release of Liability; Assumption of Risk; Indemnity." I promise to pay any financial obligation that my minor child does not pay for any reason. I understand that my obligations can only end if the Member/guardian properly terminates this Agreement. I expressly agree to the Authorization for Preauthorized Payments described above.

FINANCIAL COSIGNER. I promise to pay any financial obligation that the Member/Buyer does not pay for any reason. I also agree to indemnify 9ROUND to the fullest extent permitted by law for any claim brought against 9ROUND by the Member (or Buyer, if different from Member). I understand that my obligations can only end if the Member/Buyer properly terminates this Agreement. I expressly agree to the Authorization for Preauthorized Payments described above.

Cosigner/Parent/Guardian Acceptance: (electronic signature) 3.141.195.128 **Date Signed and Accepted:** May 20, 2024