

9ROUND FITNESS

DATE: Aug 11, 2020

PREPAID MEMBERSHIP
AGREEMENT (FLORIDA)

1817 Thomasville Rd Unit 620 Tallahassee,
Florida 32303
(850) 840-0040

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: TK Sports LLC d/b/a 9ROUND ("9ROUND," "Company," "we," "our" or "us"), and its successors and assigns

CLUB OF ENROLLMENT: 9Round Tallahassee, FL - Thomasville Rd 1817 Thomasville Rd Unit 620 Tallahassee, Florida 32303

FL HEALTH STUDIO REGISTRATION NO.:

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

PREPAID MEMBERSHIP BASICS

- ■ As a prepaid member, you are choosing to pay for your entire one-month membership up front and in full, subject to the terms of this Agreement.
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- ■ Until our Club reopens, you will receive ongoing access to our 9ROUND online workouts. Once the Club reopens, for one month you will have membership to the Club and online access to our 9ROUND online workouts plus one free pair of hand wraps.
- Your prepaid membership will run for a fixed Prepaid Term, beginning Aug 11, 2020 and ending Sep 11, 2020.
 - ■ With limited exception (as described herein), you may not cancel your membership during the Prepaid Term.
 - ■ At the end of your Prepaid Term, unless you have taken steps to renew, your prepaid membership will automatically expire.
 - ■ Please speak to a sales manager about renewing your membership prior to the expiration of your Prepaid Term to avoid a lapse in service.
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TERMS OF YOUR PREPAID MEMBERSHIP

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|--|---|
| Membership to begin | Aug 11, 2020 |
| Membership to end | Sep 11, 2020 |
| Prepaid Term (in months) | 1 |
| Total Down <small>(including taxes)</small> | \$106.52 |
| Promise to Pay Amount | \$As Detailed Above |
| Enrollment Fee | |
| Sales Tax Rate | 7.6 |
| TOTAL DUE NOW | \$106.52 |
| 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 |

PROMISE TO PAY SCHEDULE

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 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 Promise to Pay 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) 3.228.220.31 Date Signed and Accepted Aug 11, 2020

BUYER'S RIGHTS IN FLORIDA

RESCISSION RIGHTS. You, the Buyer, may rescind (cancel) this contract penalty-free within three (3) days, exclusive of holidays and weekends, of its making, upon

the mailing or delivery of written notice to the health studio, and refund upon such notice of all moneys paid under the contract, except that the health studio may retain an amount computed by dividing the number of completed days in the contract term or, if appropriate, the number of occasions health studio services are to be rendered into the total contract price and multiplying the result by the number of complete days that have passed since the making of the contract or, if appropriate, by the number of occasions that health studio services have been rendered. A refund shall be issued within 30 days after receipt of the notice of rescission (cancellation) made within the 3-day provision.

TEMPORARY CLOSURE. The business location of a health studio may not be deemed out of business when temporarily closed for repair and renovation of the premises: (a) upon sale, for not more than 14 consecutive days; or (b) during ownership, for not more than 7 consecutive days and not more than two periods of 7 consecutive days in any calendar year. A refund shall be issued within 30 days after receipt of the notice of cancellation made pursuant to this paragraph.

MAXIMUM TERM; RENEWAL FEE. The initial contract will not be for a period in excess of 36 months, and thereafter shall only be renewable annually. A renewal contract may not be executed and the fee therefor paid until 60 days or less before the previous contract expires.

MEMBERSHIP IDENTIFICATION. If 9ROUND requires you to furnish identification upon entry to the facility and as a condition of using the services of the health studio, 9ROUND shall provide you with the means of such identification.

CANCELLATION TERMS

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

1. 9ROUND goes out of business. You may cancel this Agreement, and may be entitled to a refund, if the 9ROUND listed in Section 1 goes out of business, or moves its facilities more than 5 driving miles from the business location designated in the contract, and fails to provide, within 30 days, a facility of equal quality located within 5 driving miles of the business location designated in Section 1 at no additional cost to you. If the 9ROUND listed in Section 1 goes out of business, you are advised to contact the Florida Department of Agriculture and Consumer Services within 60 days should the health studio go out of business.
2. You are disabled or you die. You may cancel this Agreement, and may be entitled to a refund, if you die or become physically unable to avail yourself of a substantial portion of those services which you used from the commencement of the contract until the time of disability, with refund of funds paid or accepted in payment of the contract in an amount computed by dividing the contract price by the number of weeks in the contract term and

multiplying the result by the number of weeks remaining in the contract term. You or your estate seeking relief under this paragraph may be required to provide 9ROUND with proof of your disability or death. A physical disability sufficient to warrant cancellation of the contract by you shall be established if you furnish to 9ROUND a certification of such disability by a physician licensed under Chapter 458, 459, 460, or Chapter 461 to the extent the diagnosis or treatment is within the physician's scope of practice. A refund shall be issued within 30 days after receipt of the notice of cancellation made pursuant to this paragraph.

TERMINATION OF PREPAID MEMBERSHIP. If you do not qualify for rescission or cancellation as described above, then you may not terminate your prepaid membership prior to the end of your Prepaid Term. Once your Prepaid Term ends, your prepaid membership will expire automatically. To avoid a lapse in your ability to use 9ROUND's facilities or services, please speak to a 9ROUND sales manager at least 30 days prior to the end of your Prepaid Term.

REFUNDS. Prepaid members who properly rescind or cancel under the terms of this Agreement will be issued a refund for any prepaid sums, less the value of services received, within the time period prescribed by state law. At your election, refunds may be processed electronically back to the credit card or designated account on file.

NOTICE. All notices sent pursuant to this Agreement shall be sent via certified mail, or delivered, to the following address: 9Round Tallahassee, FL - Thomasville Rd1817 Thomasville Rd Unit 620 Tallahassee, Florida 32303. Your notice of intent to cancel this Agreement shall be given in writing to the health studio. Your notice of cancellation terminates automatically your obligation to any entity to whom the health studio has subrogated or assigned your contract. If the health studio wishes to enforce the contract after receipt of the notice, it may request the Florida Department of Agriculture and Consumer Services to determine the sufficiency of the notice. If the Department determines that a refund is due to you, the refund shall be an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term.

RELEASE OF LIABILITY; ASSUMPTION OF RISK; INDEMNITY

USING THIS FACILITY OWNED BY TK Sports 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 TK Sports 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 Tallahassee, FL - Thomasville Rd 1817 Thomasville Rd Unit 620 Tallahassee, Florida 32303, or call (850) 840-0040.

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 online workouts and to access the 9ROUND facilities and services during normal business hours, which will be posted at each 9ROUND location. 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 PARTICPATE 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 Tallahassee, FL - Thomasville Rd 1817 Thomasville Rd Unit 620 Tallahassee, Florida 32303 WITHIN 30 DAYS AFTER THE DAY YOU SIGN THIS AGREEMENT. MEDIATION COSTS MUST BE SPLIT EQUALLY. ARBIFTRATION 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) 3.228.220.31 Date Signed and Accepted Aug 11, 2020



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) **3.228.220.31** **Date Signed and Accepted:** **Aug 11, 2020**