



TurboSpin Cycling Studio, LLC TERMS AND CONDITIONS

These Membership Terms and Conditions apply to anyone who purchases any type of membership from TurboSpin. Please read these terms and conditions carefully. These terms and conditions are subject to change at any time, without prior written notice. Any changes will be incorporated into the terms and conditions posted to this website from time to time.

Section 1. Membership Fees and Payments

- a. **Generally.** All packages expire within 6 months of the date purchased. Packages and classes are non-transferable between clients. Customer shall not be relieved of the obligation to make payments agreed to, and no deduction from any payment shall be made because of a customer's failure to use their package at TurboSpin Cycling studio.
- b. **Payment Withdrawal and Security.** All payments are payable by electronic funds transfer from the customer's credit card or debit card on file. Customer must authorize payments to be made through a third party administered electronic funds transfer system. Customer maintains full control and privacy over the account at all times. The transfer of funds affects only those that have the customer's prior authorization or when a member authorizes any additional transaction such as single classes, class packages, or retail transactions at the studio. This also includes charges associated with late cancellation and no shows. In the case of monthly memberships, transfer of fees will take place automatically each month for the term of the membership.
- c. **Freezing Membership.** If customer is a monthly member and is medically unable to use their membership, the customer may request a freeze of membership for up to six months. For non-medical freeze privileges, the studio reserves the right to adjust the freeze policy. Freezing membership or any period of time does not relieve a customer from any minimum monthly membership commitment. Freeze fees may also apply on a monthly basis depending on the length the customer needs to freeze his or her account.
- d. **Returned Payment Penalty.** Customer will automatically be charged any bank fee imposed to the studio, plus a processing fee of up to \$30 for any returned payment item due to closed account, insufficient funds, or similar issue. On such occasion, TurboSpin retains the right to collect the current and past due balances in any subsequent month.

- e. **Disputed Charge Penalty.** In the event that a customer initiates a credit card dispute that is subsequently resolved in TuroSpin's favor, TurboSpin has the right to charge the customer up to \$50 per occurrence.

Section 2. Reservation Policy

- a. In order to place a reservation, customers must first purchase a "series." TurboSpin accepts Visa, MasterCard, American Express, and cash at the studio. Your credit or debit card will be charged in the amount of your order when you submit your reservation.

Section 3. Cancellation Policy

- a. To prevent being charged for a missed class, a six hour cancellation notice is required. Customers may cancel reservation on TuroSpin's website or by calling the studio six hours prior to their reserved class time. Rides not cancelled prior to that time will be charged to the customer. For monthly memberships, a penalty fee of \$15 per reservation will apply. Customers with standard packages who cancel after the cancellation window will be deducted a single class ride.

Section 4. Waitlist Policy

- a. Open bikes will be given away to standbys the moment class starts. Please understand that if you are late and have a reservation, you may lose your spot. If the class you wish to attend is sold out, please put yourself on the waitlist online. If there are cancellations prior to the late cancellation window of six hours, you will automatically be added to the class. If there are cancellations less than six hours before the class, the studio will try to contact you to see if you would like the spot. If you do not get in off the waitlist, your class credit will be returned to your account to be used at another time. There are no refunds issued.

Section 5. Return Policy

- a. All membership and series sales are final. If you chose not to continue your series, you are not eligible for a refund. All merchandise sales in the studio are final. Refunds for merchandise will only be eligible in the form of an exchange or store credit.

Section 6. Medical Risks

- a. **Generally.** Because physical exercise can be strenuous and subject you to risk of serious injury, TurboSpin urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity.
- b. **Assumption of Risk.** Customers assume the risk of any and all accidental injuries of any kind that may be sustained by use of the studio's facility. Customer has

been informed and acknowledges that the studio makes no claim as to medical or fitness results that can or may be obtained through use of the studio's facility, equipment, and services and to protected against accidents by other customers.

Section 7. Loss of Property

- a. Customers are urged not to bring valuables onto the studio's premises and to keep valuables with them at all times. The studio shall not be liable for the disappearance, loss or theft of, or damages to personal property.

Section 8. Nonmembers

- a. **Guests** -All guests are bound by the same terms and conditions as members.
- b. **Children.** At this time, only adults 18 years of age and older are permitted to participate in TurboSpin classes and activities.

Section 9. Term

- a. TurboSpin may terminate your membership at any time, without warning, if you breach either the Terms and Conditions or the Website Terms of Service. If TurboSpin terminates your Membership because you have breached the Terms and Conditions or the Website Terms of Service, you may not be entitled to a refund of any unused portion of your membership or other fees.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion will remain in full force and effect. I agree that this agreement cannot be modified orally. I have read and understand this document and I agree to be bound by its terms.

This agreement shall be governed in all respects by the substantive law of the State of Tennessee, without regard to conflict of law principles. Member hereby unconditionally consents to submit to the jurisdiction of the federal and state courts sitting in the State of Tennessee for all actions, suits or proceedings arising out of or relating to this agreement.

Signature

Date