



In-Studio Membership Agreement

Monthly Auto-Draft / Warrior 2 GXUnited Fitness Co. / May 2021

Below are the terms of agreement for monthly auto-draft memberships offered by GSO Yoga & Movement, LLC (DBA GXUnited Fitness Co. (GFC)).

By reading and signing below you understand and agree to the following terms between yourself and GXUnited Fitness Co. Furthermore, you accept full responsibility for your own health and well-being AND you acknowledge an understanding that no responsibility is assumed by the leaders of the program.

I. Membership Terms

1. Through purchase of the **Warrior 2 In-Studio Membership at GXUnited Fitness Co.**, you're agreeing to pay GXUnited Fitness Co. **\$137 per month via a monthly auto-draft payment** until you cancel.
2. Each month the **Warrior 1 Studio Membership**, which you have purchased, includes:
 - a. A package of **eight (8) classes** to use for any regular in-studio group class held at GXUnited Fitness Co. anytime within the period of one-month (valued at \$200).
 - b. Unlimited access to GXUnited.TV, our onDemand virtual studio, during the 30-days of the month (valued at \$23).
3. Unused classes do NOT roll-over or transfer from month to month and must be used within the month of purchase.
4. Unused classes cannot be transferred to other members.
5. Failure to schedule classes offered at GXUnited Fitness Co. does not relieve the member from the obligation to pay monthly membership fees as set-up in this agreement.

II. Billing Cycles

1. Your Membership recurs on a monthly basis through an auto-draft payment until it is canceled in accordance with these Membership Terms.
2. Billing occurs at the beginning of the Membership cycle and provides access for one month thereafter.

3. **By purchasing a Membership, you acknowledge that your Membership has recurring payment features and you accept responsibility for all recurring payment obligations prior to cancellation of your Membership by you or GXunited Fitness Co.**
4. A valid credit/debit card must be placed on the Members account in order to maintain an active Membership.

III. Payment

Amount to be Charged

1. Membership Holders agree to pay the monthly fee specified when you purchased your Membership (plus any applicable taxes and other charges).
2. In the event of a rate increase members will maintain their existing Membership rate for a period of 3-billing-cycles, after which time they will be charged at the new Membership rate. Any canceled Memberships that are reinstated after a rate increase will be done at the current Membership rates (ie. members cannot rejoin at an old Membership rate).

Insufficient Funds

3. GFC is in no way, under any circumstances, responsible or obligated to pay for member's insufficient fund penalties, returned checks, and/or over the limit fees.
4. A **\$30 fee** will be charged for all insufficient funds.

Billing Authorization

5. You are required to have a valid payment method (credit card, debit card, or bank account) on file in your Member Portal to activate your Membership, along with other payment information. You represent and warrant that you have the legal right to use all payment method(s) that you provide to us. Your authorizations in this section also apply to our payment processors and any other companies who act as billing agents for us.
6. **You hereby authorize GXunited Fitness Co. to charge your specified payment method on a monthly basis, in advance, for your Membership(s) and/or to place a hold on your payment method with respect to any unpaid charges for your Membership(s). You authorize the issuer of your selected payment method to pay any amounts described herein without requiring a signed receipt, and you agree that these Membership Terms shall be accepted as authorization to the issuer of the payment method to pay any amounts described herein, without requiring a signed receipt from you.**
7. You authorize GXunited Fitness Co. to continue to attempt to charge and/or place holds with respect to all sums described herein, or any portion thereof, to your payment method until such amounts are paid in full.
8. You agree to provide updated payment information upon request and any time the information you previously provided is no longer valid. You acknowledge and agree that neither GXunited Fitness Co., nor any GXunited Fitness Co. agent, will have any liability whatsoever for any insufficient funds or other charges incurred by you as a result of attempts to charge, and/or place holds on, your specified payment method as contemplated by these Membership Terms. If you provide a debit card number instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number.

Late Payments

9. Any bill not paid within 10-days of the billing period will be charged a **\$25 late-fee**. The members account will be frozen and unable to be used until the original bill and the late fee are paid.

Third-Party Payment Processors

10. You understand that GXUnited Fitness Co. processes payment through a third-party payment processor.
11. You agree to all charges at the prices then in effect for any purchase in accordance with the applicable payment terms presented to you at the time of purchase.
12. You agree to make payment using the payment method you provide when you set up your account.
13. GXUnited Fitness Co. reserve the right to correct, or to instruct our payment processors or financing partners to correct, any errors or mistakes, even if payment has already been requested or received.

Bill Inquiries and Refunds

14. If you believe you have been billed in error for a Membership, **please notify us in writing** within 30 days of the billing date
 - a. Billing conversations will only be had via email to ensure all information is correct and in writing.
 - b. Contact Studio@GXUnited.com for all inquires
15. GXUnited Fitness Co. will not issue refunds or credits after the expiration of this 30-day period, except where required by applicable law.

IV. Changes to Memberships

Members can upgrade, downgrade, or cancel their Membership at any time for any reason by notifying GXUnited Fitness Co. staff (at Studio@GXUnited.com) a **minimum of 10-days prior to your next billing cycle.**

1. Members wishing to **upgrade** their Membership level can do so at any time by submitting a written request to Studio@GXUnited.com.
 - a. The email must include "Membership level change" in the subject line. Body of email must include your name; current membership package; and the membership package you would like to change to.
 - b. Within 5-business days of receipt, staff will upgrade the Membership to the requested level for the remainder of the current billing cycle by paying the difference between the current Membership plan and the new Membership plan.
 - c. At the start of the next billing cycle the member will be charged the new Membership plan rate.
2. Members wishing to **downgrade** their Membership level can do so at any time by submitting a written request to Studio@GXUnited.com.
 - a. The email must include "Membership level change" in the subject line. Body of email must include your name; current membership package; and the membership package you would like to change to.

- b. The downgrade will begin at the start of the next billing cycle. No full or partial refunds will be given for downgrading during the month.
 - c. Members will have full access to all classes on current Membership plan before the downgraded plan begins on the next billing cycle.
3. Members wishing to **cancel** their Membership can do so at any time by submitting a written request to Studio@GXunited.com.
 - a. The email must include "Cancel Membership" in the subject line. Body of email must include your name; current membership package; and your written understanding that the membership will cancel at the end of the current billing cycle.
 - b. The cancellation will begin at the start of the next billing cycle. No full or partial refunds will be given for canceling membership during the month.
 - c. Members will have full access to all classes on current Membership plan before the cancellation begins on the next billing cycle.
4. Members wishing to **place a hold** on their Membership can do so at any time by submitting a written request to Studio@GXunited.com.
 - a. Members can freeze their membership for a period of up to 3-months (90-days) for any reason.
 - b. The email must include "Freeze Membership" in the subject line. Body of email must include your name; current membership package; the date to start and end your membership freeze.
 - c. Within 2-business days GXunited Fitness Co. will confirm your membership freeze, both billings and visits will be frozen immediately starting on the effective date.
 - d. Holds will be automatically reinstated at the end of the communicated length. (ex. member states they want a 14-day hold, the Membership will automatically resume on the 15th day).

GXunited Fitness Co. will confirm all changes to membership levels, cancellations, and holds in writing within 5-days of receipt. It is the Members responsibility to ensure GXunited Fitness Co. received and responded to the cancellation request.

V. Suspension/Termination by GXunited Fitness Co.

GXunited Fitness Co. may immediately terminate or suspend your account, and all or a portion of your Membership, without notice if:

1. your payment is overdue (provided that we will use reasonable efforts to notify you of the overdue payment before we terminate or suspend);
2. you provide false or inaccurate information;
3. you violate these Membership Terms or any other rules or agreements between yourself and GXunited Fitness Co.;
4. you engage in conduct that is a violation of any applicable law or tariff (including, without limitation, copyright and intellectual property laws); or
5. you engage in conduct that is threatening, abusive or harassing to GXunited Fitness Co. employees, agents, or other GXunited Fitness Co. users, including, for example, making threats to physically harm or damage property.

If GXunited Fitness Co. terminates or suspends your Membership, your license to use any software or content provided in connection with the Membership is also terminated or suspended (as applicable). If your Membership is terminated, GXunited Fitness Co. has the right to immediately delete all data, files, and other information stored in or for your account without further notice to you. You must pay all charges up to and including the date of termination. Should you wish to resume your Membership after any suspension, a restoration of service fee may apply. This fee is in addition to all past due unpaid charges and other fees.

VI. Additional Terms & Agreements of this Contract

1. GXunited Fitness Co. reserves the right to alter and change the studio operating hours and availability at any time.
2. You further agree that this Membership Contract shall be governed according to the laws of the State of North Carolina. If any term of this Contract shall be held illegal, unenforceable, or conflict with any law governing this Release, the validity of the remaining portions of the Release shall not be affected.

I HEREBY RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS AND AGREE NOT TO SUE GSO YOGA & MOVEMENT, LLC (DBA GXunited Fitness Co.) AND THEIR OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, MEMBERS, MANAGERS, PARTNERS, INSTRUCTORS, INDEPENDENT CONTRACTORS, AND REPRESENTATIVES FROM ALL COMPLAINTS, DAMAGES, LOSSES, EXPENSES, ATTORNEY'S FEES, SETTLEMENTS, LIABILITIES, CLAIMS, SUITS AND CAUSE OF ACTION WHICH MAY RESULT THERE FROM, AND WHICH MAY AFFECT YOU AND/OR GXunited Fitness Co.. If, despite signing this Release, I decide to make a claim against any Releasee, I will reimburse GDY for any costs incurred, including by not limited to attorney fees, in defending such action.

I have read and understand this agreement and agree to its provisions. I am not under the influence of any drugs, alcohol, or other intoxicants. I am not suffering from any illness or incapacity. I am over 18 years of age. (If not over 18 years of age, parent or guardian must sign.) I voluntarily agree to the terms and conditions stated above.