

## **Terms and Conditions**

Below are the Terms and Conditions. Please read carefully. If you do not understand any portion of them, please feel free to contact us. Your participation in any Rebel Kore Fitness class or purchase of any Rebel Kore Fitness merchandise shall be deemed an unequivocal acceptance of each term.

This policy governs your use of the Rebel Kore Fitness Website (the “Website”) and Rebel Kore Fitness Mobile Application (the “App”). The Website and the App are designed to allow users and clients to make class/membership purchases, register for classes, buy merchandise, and communicate with Rebel Kore Fitness. Terms, conditions and limitations of liability are disclosed within this document.

### **General Statement on Privacy, Personal Data, and Communications**

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

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

### **User Provided Information**

Rebel Kore 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 Rebel Kore 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 App. Any personal identification information retrieved by Rebel Kore Fitness must be voluntarily submitted by the user.

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

Rebel Kore Fitness makes every effort to ensure that all of the transactions that occur on the Website and App are secure.

### **Reservations/Charges/Purchases**

In order to make a reservation, you must first own a single class, class package or a membership. To buy an individual class or class package online, you need to create a user account. It can be done by using your email and creating a password. If you already have a registered account with Rebel Kore Fitness, then simply login, purchase a class or membership and reserve a class.

Please note, class and memberships do expire, and future prices are subject to change.

We accept MasterCard and Visa only. No cash payments. You can reserve classes online up to 2 weeks in advance but not later than 1 hour prior to class time.

There shall be no refunds for any class or membership purchased—without exception. All sales are final, non-refundable and non-transferable. Contracts and Classes cannot be refunded, shared, transferred or exchanged.

Unlimited Monthly Membership contracts must remain consecutive and cannot be split. If for any reason the Membership need to be terminated, an Early Termination Fee of \$175 will apply. You may put your Monthly contract on hold for \$25 per incident.

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Your credit/debit card will be charged for your order when you submit your reservation. Rebel Kore Fitness will not process reservation charges that use an incorrect, expired, or over-the-limit credit card. 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 Rebel Kore Fitness may incur in its efforts to collect any unpaid balances from you.

### **Cancellation Policy**

In order to cancel a class reservation and return the class credit to your account, you must cancel 12 hours prior to the class. Once your reservation is cancelled, the class will be returned to your account to be used at a future date; the class is not refunded.

If you cancel your reservation within 12 hours of the class start time, your scheduled class will be deducted from your class package or membership. For Unlimited Monthly Packages a "Late-Cancel" Fee of \$25 will incur, if the reservation is not canceled prior to 12 hours of class time.

If you do not show up to a reserved class, your reserved class will be deducted from your account and you will be charged an additional \$25.00 as a "No-Show" fee. We have a "Late-Show" policy. If you show up to class 7 minutes after class start time, your class may be forfeited to a waiting client and you will lose the class credit.

Cancellations can be made through the Website or the App. Please be aware of these cancellation policies. No exceptions will be made.

Rebel Kore Fitness reserves the right to cancel a class or series of classes at any time and without notice. On such occasions, clients will receive a return of credit for the cancelled class.

### **Links/Third Party Websites and Intellectual Property Rights**

Rebel Kore Fitness is not responsible for the content or any off-site pages or other linked sites. Although a third party website and/or app may contain the Rebel Kore Fitness logo, going to third party or off-site websites from the Website and/or App is at your own risk. Such websites are independent from Rebel Kore Fitness, and Rebel Kore Fitness has no oversight or control over the content of that website and/or app.

The trademarks and trade dress of Rebel Kore Fitness are proprietary to Rebel Kore 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, Rebel Kore Fitness and any use without the prior written permission of Rebel Kore Fitness is strictly prohibited.

In no event will Rebel Kore Fitness be liable for any unintended, direct, indirect, special, or other consequential damages resulting from your use of the Website, the 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.

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.

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.

Rebel Kore uses social media and advertising materials for marketing purposes. Photographs, videos and recordings may be taken while on Rebel Kore Fitness premises or during Rebel Kore Fitness events on site or off site. As a client or member you understand and consent to such media being taken and give permission to Rebel Kore Fitness to use photographs, recordings and video for marketing and commercial use with no compensation to

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client. As a client or member of Rebel Kore Fitness you give permission to use your likeness in photograph, recordings and video in any and all of Rebel Kore Fitness publications and in any and all other media, in perpetuity, and for other use by Rebel Kore Fitness. There will be no monetary or other claim against Rebel Kore Fitness for the use of such photograph, recordings and video.

### **Common Sense Courtesies**

Please be courteous of other patrons. No cell phone use during class, or cell phones near equipment during class. Please put cell phones on vibrate and away in the cubbies provided. Please consider not wearing strong perfumes, lotions or oil to class. Children and pets are not permitted in the studio at any time. Friends and family of clients are not permitted to sit in class observing. Clients are asked to be respectful of equipment and facilities. Cleanliness including wiping down the equipment after class is expected from all clients.

### **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 Rebel Kore 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 in exercise 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, and concussions; and (3) catastrophic injuries including paralysis and death. If there is any medical restriction on your activity, please notify us in writing or by email prior to taking or enrolling in a class. We strongly advise you to have a physical examination prior to the beginning of participation in a Rebel Kore Fitness class. 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 Rebel Kore Fitness staff, you would be at physical risk participating in Rebel Kore Fitness Classes, you understand and agree that you may be denied access to the Classes and Facilities unless and until you furnish Rebel Kore Fitness with an opinion letter from your medical doctor, at your sole cost and expense, specifically addressing Rebel Kore Fitness concerns and stating that Rebel Kore Fitness concerns are unfounded. In that event, Rebel Kore Fitness shall determine if you may participate.

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 Rebel Kore 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 Rebel Kore Fitness 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 Rebel Kore Fitness Classes and Facilities and should not be participating in any Classes.

You hereby acknowledge that an instructor may need to touch or otherwise make physical contact with you in order to correct the exercise technique and/or posture and/or otherwise provide instruction. You acknowledge and accept that such contact is intended to be professional, will not be construed or interpreted by you to be inappropriate and hereby consent to such physical contact. You further agree that if, at any time you are not comfortable with an instructor using a touch-teaching technique or otherwise making physical contact with you, you will address any related concern and express your preference to forego the benefit of such teaching technique

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in favor of not be touched to the instructor in confidence prior to the commencement of class in order to avoid causing any embarrassment to any of the parties involved or disruption while class is being conducted.

I, **the client**, understand and agree that engaging in physical exercise and activity and in utilizing the exercise equipment, facilities and instruction provided by Rebel Kore Fitness, physical injury to me (and possibly to others, resulting from my activities), could result. The exercise equipment has moving parts and can be hazardous. I agree that I should not use the equipment without proper instruction. I agree to use the equipment for their intended use. I understand the risk involved and shall not bring observing guests, children nor pets with me when attending classes at the studio.

I understand that I am voluntarily participating in these physical activities and I am doing so completely at my own risk. As such, I agree to assume any and all risk of injury, illness, damage or loss, that may result from these activities including, without limitation, any injury to my person or any loss or theft of my personal property. I understand that if I am pregnant or have suffered previous injury of any kind that I must disclose such information to Rebel Kore Fitness and provide a medical note clearing me to participate and join classes at Rebel Kore Fitness. I also understand that if I am a professional Athlete, I will be held to a higher standard of care and will not be covered under any liability insurance available by Rebel Kore Fitness.

#### COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Rebel Kore Fitness continues to do its best to put in place preventative measures to reduce the spread of COVID-19; however, Rebel Kore Fitness cannot guarantee that you will not become infected with COVID-19. Further, attending Rebel Kore Fitness could increase your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending Rebel Kore Fitness and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Rebel Kore Fitness may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Rebel Kore Fitness employees and program participants.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to yourself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that you may experience or incur in connection with your attendance at Rebel Kore Fitness ("Claims"). I hereby release, covenant not to sue, discharge, and hold harmless Rebel Kore Fitness, its employees, agents, and representatives, from the Claims. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Rebel Kore Fitness, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Rebel Kore Fitness program.

I further agree on my own behalf, (as well as on behalf of my personal representatives, heirs, executors, administrators, agents and assigns) to release, discharge and indemnify Rebel Kore Fitness (as well as its affiliates, employees, agents, representatives, independent contractors, owners, successors and/or assigns), from any and all claims or causes of action, known or unknown, arising out of the alleged conduct, whether active or passive, of Rebel Kore Fitness in connection with the aforementioned exercise activities, or my use of the Rebel Kore Fitness premises.

Signature of the Client:

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Date:

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