**TERMS AND CONDITIONS OF MEMBERSHIP AGREEMENT**

Date of last revision: May 2020

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE. By using this site (the “Site”), you signify that you have read, understand and agree to be bound by these Terms of Use and any other applicable law. Groth Fit retains the right to change these Terms of Use at any time without notice, effective upon its posting to the Site. Your continued use of the Site shall be considered your acceptance to the revised Terms of Use. If you do not agree to these Terms of Use, please do not use this Site.

**Physical Activity Notice**

The Site may include features that promote physical activity. Consider the risks involved and consult with your medical professional before engaging in any physical activity. Groth Fit is not responsible or liable for any injuries or damages you may sustain that result from your use of, or inability to use, the features of the Site.

**App Use Restrictions**

You may use the Content only for your own non-commercial use to use the Site. You agree not to change or delete any ownership notices from materials downloaded or printed from the Site. You agree not to modify, copy, translate, broadcast, perform, display, distribute, frame, reproduce, republish, download, display, post, transmit or sell any Intellectual Property or Content appearing on the Site without Groth Fit’s prior written consent.

**Indemnification**

You agree to indemnify, defend, and hold harmless Groth Fit from and against all claims, losses, liabilities, expenses, damages and costs, including, without limitation, attorneys’ fees, arising from or relating in any way to your use of the Site, your conduct in connection with the Site or with other Site users, or any violation of these Terms of Use, any law or the rights of any third party.

**Termination**

Groth Fit reserves the right in its sole discretion to terminate your account, delete your profile and any of your Personal Information, and restrict your use of all or any part of the Site for any or no reason, without notice, and without liability to you or anyone else. Groth Fit also reserves the right to block users from certain IP addresses or Device numbers and prevent access to the App. These Terms of Use remain in effect even after your account is terminated.

**Membership**

Please note that ALL membership AUTO-PAYS require a 30-day written notice to discontinue.

Memberships are non-refundable and non-transferable. First month payment is required for sign up and is non-refundable and non-transferable. Minimum of three (3) month commitment on membership. Monthly memberships canceled before the required minimum will be subject to charge.

Membership commences on the date of sign up and amount will be charged on that date of month each month unless otherwise noted.

All memberships paid monthly are non-refundable in part or full after auto-draft has gone through under any circumstances. Memberships paid upfront are non-refundable under any circumstances.

Groth Fit 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.  A $30 fee will be charged for all insufficient funds and returned checks.

Groth Fit retains the right to auto-draft member’s dues on the credit card given at the time of sign up should the member’s bank account have insufficient funds and/or charge member for insufficient funds penalties charged to Groth Fit due to member insufficient funds and/or returned checks at the time of bank auto-draft.

**Cancellation**

All memberships paid monthly will renew automatically month-to-month.   For cancellations to memberships, member must notify Groth Fit via email at emily@grothfit.com at least 30 days prior to next auto-draft, putting “HEX membership cancellation” as subject heading of email. In turn, Groth Fit will send a confirmation via email after the changes have been made to the account.

Once member has submitted e-mail request for cancellation of membership, it is member’s responsibility to ensure that Groth Fit has responded back on the same e-mail account to confirm processing the request. Groth Fit is in no way, under any circumstances, responsible for member’s negligence in checking their own bank statements to ensure that membership cancellations have been processed correctly. In the event of miscommunication, member is responsible to produce a copy of their request and response from Groth Fit for review. Only then, if Groth Fit did not perform what it agreed to do, Groth Fit will reimburse any funds rightfully owed to member. In the event that member cannot produce a copy of e-mail correspondence with Groth Fit then Groth Fit is not obligated to, nor will refund under any circumstances, dues debited from member’s account.

**Changing Membership Level**

Members wishing to change their memberships (or in any other way modify their contracts) must sign a new membership agreement. Membership upgrades (to a higher price membership will not be subject to any fees. Membership downgrades (to a lower price membership will be subject to all new expiration and cancellation dates, terms & fees applying, including registration and early cancellation fees.)

**Price Changes**

Membership prices are subject to change in Groth Fit’s sole discretion. In the event of a change in membership price, this would only be applied after 12 consecutive months have passed from member’s first sign up. Members will be notified via email of any price increase to their memberships.

**Class Schedule**

Class schedule is subject to change without notice. Please check our website for up to the minute changes, additions, and/or cancellations.