Terms and Conditions - Natural Pilates & Bodyworks LLC

For a listing of our current studios, please click here <u>www.naturalpilates.com</u> You can then see what classes are available in your studio of choice.

I. Application of These Terms And Conditions (the "Natural Pilates" Agreement)

This website is operated by Natural Pilates & Bodyworks LLC which includes all subsidiaries of "Natural Pilates", "Natural" we", "us", or "our"). These terms and conditions ("Terms") govern your relationship with Natural Pilates, including, but not limited to, your use of the Natural Pilates

Website <u>www.naturalpilates.com</u> (the "Website") and the Natural Pilates Mobile Application (the "App"), your purchase of Natural Pilates classes, your rights to cancel your purchase of classes, your registration for classes, your purchase of merchandise, your communication with Natural Pilates, and your use of and attendance at Natural Pilates studios.

These Terms incorporate by reference our PRIVACY POLICY

II. ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

A. Informal Dispute Resolution

At Natural Pilates, we believe every client and community member matters. Our goal is to do our best to ensure that every experience with our studio will exceed your expectations. If that doesn't happen, we hope you will give us the opportunity to try to address any problem. To do that, please e-mail us at <u>wecare@naturalpilates.com</u> or write to us at Natural Pilates & Bodyworks, 9869 Santa Monica Blvd, Beverly Hills 90212. Please include: (1) your name, (2) your address, (3) a description of your concerns, and (4) a description of the specific relief you seek.

B. Arbitration Agreement

By accepting the Terms, you and Natural Pilates & Bodyworks LLC agree to submit any and all Disputes (as defined below) to binding arbitration pursuant to the Federal Arbitration Act (Title 9 of the United States Code), which shall govern the interpretation and enforcement of this arbitration agreement ("Arbitration Agreement"). Arbitration shall be before either (1) JAMS (formerly known as Judicial Arbitration and Mediation Services), <u>www.jamsadr.com</u>, or (2) the American Arbitration Association ("AAA"), <u>www.adr.org</u>. If you initiate arbitration, you shall have the choice as between these two arbitration forums; if Natural Pilates initiates arbitration, it shall have the choice as between these two arbitration forums.

WE EACH AGREE THAT, EXCEPT AS PROVIDED IN THE DEFINITION OF DISPUTES BELOW, ANY AND ALL DISPUTES WHICH ARISE AFTER YOU ENTER INTO THESE TERMS AND CONDITIONS WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT BY A JUDGE OR JURY, IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT. C. Class Action Waiver

You agree that the arbitration of any Dispute (as defined below) shall be conducted on an individual, not a class-wide basis, and that no such arbitration proceedings may be consolidated with any other arbitration or other legal proceedings involving Natural Pilates or any other person. You further agree that you, and anyone asserting a claim through you, will not be a class representative, class member, or otherwise participate in a class, representative, or consolidated proceeding against Natural Pilates. We and you agree that the arbitrator of any Dispute between us may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claim (such as a class action, representative action, consolidated action or private attorney general action).

D. Definition of Dispute

Except as described below, the term "Dispute" in this Arbitration Agreement and the Class Action Waiver means any dispute, claim, or controversy between you and Natural Pilates regarding any aspect of your relationship with Natural Pilates, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, gross negligence or reckless behavior), or any other legal, statutory or equitable theory, and includes the validity,

enforceability or scope of the Terms except for the scope, enforceability and interpretation of this Arbitration Agreement.

E. How Will the Arbitration Work?

Either you or Natural Pilates may initiate arbitration proceedings. The arbitration will be conducted before a single arbitrator. The arbitration will be an individual arbitration, and shall in no event be commenced as a representative or class arbitration.

If you or Natural Pilates initiate arbitration, you and we have a choice of doing so before JAMS or the AAA:

- For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at <u>www.jamsadr.com</u> or by calling <u>1-800-352-5267</u>.
- Which particular rules apply in AAA arbitration will depend on how much money is at issue. For less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes/Consumer Arbitration Rules will apply; for Disputes involving \$75,000 or more, the AAA's Commercial Arbitration Rules will apply. The AAA rules are available at <u>www.adr.org</u> or by calling <u>1-800-778-7879</u>.
- As set forth in the section of these Terms regarding Choice of Law, the arbitrator shall apply California law.

If required for the enforceability of this Arbitration Agreement under the Federal Arbitration Act, Natural Pilates will pay all arbitrator's costs and expenses. If not, those costs will be paid as specified in the above-referenced rules.

F. Where Will the Arbitration Be Held?

You can bring the arbitration in either California or in the state where you live if there is a JAMS or AAA in that state. In the event that Natural Pilates initiates an arbitration, it will only do so in the state where you live before either JAMS or AAA, unless there is no JAMS or AAA in your state, in which case Natural Pilates may initiate the arbitration in California.

III. Natural Pilates Agreement

A. Use of the Site by Minors

If you are under 18, you may register and use the Website and App only with the involvement of a parent or guardian. Natural Pilates does not accept the online registration of minors; please do not attempt to register on the Website or App if you are under the age of 18. Registration of a minor is permitted for Natural Pilates classes only, and must be completed in person at one of our studios with a parent or guardian. Minors who are at least 12 years of age, meet the minimum height requirement of 4'11", who have submitted a Minor Waiver Form signed by a parent or guardian, may sign up for Natural Pilates classes online.

B. Reservations/Charges/Classes and Gift Cards

In order to make a reservation, you must first buy a single class or a series of classes. To buy an individual class or series of classes online, you can either sign up here <u>www.naturalpilates.com</u> by using your e-mail and creating a password, or if you are already registered, click login to buy a series and make your reservation. Natural Pilates Requests a minimum of 3 private pilates sessions if clients have never done pilates before.

In addition to single classes, packages of classes and memberships, you can also buy a gift certificate. Natural Pilates gift certificates are called "gift cards". Gift cards never expire and the person that you are giving them to can use his or her gift card(s) to buy classes or merchandise. Once a class is purchased using a gift card, it will expire, just like any other class you buy. Gift cards are not redeemable for cash, and are not transferrable to another member.

Gift cards and classes are not the same thing. Unlike gift cards or gift certificates, classes are for our clients/classes only. You cannot give classes to another as a gift. When you buy a class, you are only entitled to use that class to book a class in a particular studio at a particular time. You cannot redeem your class for cash and you cannot transfer it to another rider or community member.

Classes do expire. The expiration dates are posted in the description of the class or series of classes on the Website and the App and listed on your receipt. We love to work with our members, so if you have a problem do not hesitate to contact us to figure out if we can help work through these issues.

Prices for all classes are subject to change at any time, but Natural Pilates will honor your class or series of classes until the expiration date, regardless of whether there is a price increase in the interim. We accept MasterCard, Visa, Discover, and American Express. Cash payments are accepted. You can reserve classes online as long as they are prepaid, in advance, but not later than 1 hour prior to class time.

Your credit/debit card will be charged for your order when you buy your class or series of classes. It is your obligation to ensure that your preferred payment method is current and up to date; Natural Pilates will try to contact you first if we believe that your credit card is incorrect, expired, or over-the-limit. 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 Natural Pilates may incur in its efforts to collect any unpaid balances from you.

C. CONSUMERS' RIGHT TO CANCELLATION

You have the right to cancel your purchase of Natural Pilates classes. Your right to do so may vary depending on the applicable laws of each state in which Natural Pilates operates studios. As a result, please review the relevant state-specific terms and conditions. In general, you may cancel your purchase of one class or a class series. You may cancel your purchase of a Natural Pilates series within 45 days after your purchase, but only if you have not attended the class(es). . To cancel, mail, e-mail or deliver a signed and dated notice which states that you are canceling your purchase, and send it to wecare@naturalpilates.com or mail us at Natural Pilates & Bodyworks at 9869 Santa Monica

Blvd, Beverly Hills 90212 attn.: Manager Natural Pilates will refund the purchase price of your unused classes within ten days after we receive your notice of cancellation. Clients and community members shall have the option to receive the refund either to the original method of payment or Natural Pilates store credit.

D. ADDITIONAL RIGHTS TO CANCELLATION OF PURCHASE OF CLASSES OR SERIES OF CLASSES OR MEMBERSHIPS.

You or your representative may also cancel your purchase of a class or series of classes for any of the reasons listed below. To do so, you must give us written notice, by e-mail or certified or registered mail to <u>wecare@naturalpilates.com</u> or mail us at Natural Pilates & Bodyworks at 9869 Santa Monica Blvd, Beverly Hills 90212 attn.Manager If a representative contacts us, we reserve the right to demand evidence that the representative is authorized to act on your behalf.

You may cancel your contract in any of the following circumstances.

- If you become disabled and, as a result, cannot physically participate in a class you have purchased, and your condition is verified by a doctor, Natural Pilates will refund you the purchase price of your unused class or classes.
- If you die, Natural Pilates will refund your representative the purchase price of your unused class or classes.
- If you move your residence more than 25 miles from a Natural Pilates studio location, you may
 cancel your purchase and Natural Pilates will refund the purchase price of your unused class or
 classes.
- If Natural Pilates stops offering classes, you may cancel your purchase.

E. Cancellation Policy for Reservations - Review Natural Pilates cancelation policy for privates and group classes.

In order to cancel a reservation in a Natural Pilates class and return it to your account, you must cancel 12h in advanced for group classes and 24h in advanced for privates and semi privates. 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 haven't cancelled 12h/24h in advanced, your scheduled class will be charged to your series. In case of a last minute instructor change you have the chance to choose if you would like to come in or not.

New York

CONSUMERS RIGHT TO CANCELLATION. YOU MAY CANCEL THE NATURAL PILATES AGREEMENT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) BUSINESS DAYS FROM THIS DATE. For purposes of the NATURAL PILATES Agreement, this date means the date of purchase. Your notice of cancellation must be in writing, signed by you, and mailed by registered or certified United States mail to: Natural Pilates Soho Inc. 206 Spring Street, 10012 NYC. Your notice of cancellation must be accompanied by the email you received from Natural Pilates confirming your purchase. You will receive a refund within 15 business days of receipt of your notice of cancellation.

ADDITIONAL RIGHTS TO CANCELLATION: You may also cancel the Natural Pilates Agreement for any of the following reasons: (1) If upon a doctor's order, you cannot physically receive the services because of significant physical disability for a period in excess of six months; (2) If you die, your estate shall be relieved of any further obligation for payment under the contract not then due and owing: (3) If you move your residence more than 25 miles from any health club operated by seller; or (4) If the services cease to be offered as stated in the contract. All moneys paid pursuant to such contract cancelled for the reasons contained in this subdivision shall be refunded within 15 days of receipt of such notice of cancellation: provided however that the seller may retain the expenses incurred and the portion of the total price representing the services used or completed, and further provided that the seller may demand the reasonable cost of goods and services which the buyer has consumed or wishes to retain after cancellation of the contract. In no instance shall the seller demand more than the full contract price from the buyer. If the buyer has executed any credit or loan agreement to pay for all or part of health club services, any such negotiable instrument executed by the buyer shall also be returned within 15 days. IMPORTANT NOTICE FOR HEALTH CLUB MEMBERS: New York State law requires certain health clubs to have a bond or other form of financial security to protect members in the event the club closes. All New York Natural Pilates studios have posted the financial security required by law. YOU MAY ASK A REPRESENTATIVE OF ANY NEW YORK NATURAL PILATES STUDIO FOR PROOF OF NATURAL PILATES COMPLIANCE WITH THIS LAW. YOU MAY ALSO OBTAIN THIS INFORMATION FROM THE NEW YORK STATE DEPARTMENT OF STATE, DIVISION OF LICENSING SERVICES, 162 WASHINGTON AVENUE, ALBANY, N.Y. 12231.

You can cancel your reservation in the following ways:

- 1. Log into your account on the Website or the App, and, next to the class you wish to cancel, press "unreserve".
- 2. Call the studio where you're booked to cancel the class for you.

FOR CLIENTS AND COMMUNITY MEMBERS RUNNING LATE: We ask that you call the studio to let us know you are on the way. FOR CLIENTS AND COMMUNITY MEMBERS LEAVING EARLY: If you're planning on leaving early, we kindly request that you tell the instructor ahead of time.

E. SERVICES OFFERED

Privates and semi Private Training services can be purchased as single sessions or packages. All private and semi private sessions are subject to 24h cancelation policy.

Natural Pilates offers Single Group classes, packages and memberships. All services provided by Natural Pilates are subject to our cancellation policy based on the package/membership in place. Check out our Cancelation Policy.

Packages are to be used within the expiration date vs memberships classes are to be used within the billing month. Additional classes may be purchased at the same price. Check out The memberships terms and conditions

Monthly memberships are billed on recurring basis vs Packages are one time purchase.

F. Geographic Use of Classes

NATURAL PILATES offers different series of classes so that our customers can select the options that best suit their individual needs. Before you buy a class or series of classes, it is important that you take a

minute and read the written descriptions we provide you about what the class or series includes, its expiration date, and any limitations on where you may use your class. For your convenience and flexibility, CLIENTS can buy classes that are offered by geographical area. The class offerings and where they can be used are described below and are available on our Website:

GROUP 1: These classes may only be used in the region in which you purchased them(LOS ANGELES AREA)

NATURAL PILATES & BODYWORKS (BEVERLY HILLS) NATURAL PILATES BRENTWOOD NATURAL PILATES SHERMAN OAKS NATURAL PILATES WEST HOLLYWOOD

GROUP 2: You can use these classes only in New York State. NATURAL PILATES NYC

G. Types Class Formats Offered at NATURAL PILATES

If Client is new to pilates Natural Pilates requires 3 Private sessions to get familiar with the safety procedures and protocols and to learn how to proper use the equipment in group classes. Natural Pilates offer classes as:

1. BEGINNER/INTERMEDIATE

We designed this class to be accessible to both beginners and seasoned Pilates veterans.

2. OPEN (to all levels)

An OPEN (to all levels) class is our baseline class. This class is easy to follow for all clients no matter their capabilities. We have designed this class to be accessible to all clients from beginner/intermediate to advanced. Every client should leave this class feeling like they had a challenging yet balanced and methodical workout. We want every client to understand the objective and feeling of each exercise, as well as be provided with the appropriate modifications and hands-on corrections where needed.

3. INTERMEDIATE/ADVANCED

This class is best for clients who have consistently practiced Pilates and/or taken at least 20 OPEN level or Beginner classes at Natural Pilates. It is important for clients to have a good understanding of the functionality of the equipment (Reformer, Tower and Chair) and be able to apply mind-body awareness in relation to the equipment.

4. ABS, ARMS and GLUTES

The Trifecta! Tone your triceps, strengthen your core and lift your booty with traditional Pilates exercises incorporated throughout the class. Focus exclusively on strengthening and toning the arms, abs and glutes. It's an OPEN (to all levels class) but not recommended for prenatal clients.

5. GLUTES AND ABS:

This class is solely focused on toning and strengthening your core, glutes and thighs. Although traditional Pilates exercises are incorporated, we focus exclusively on feeling the burn in your glutes and abs. OPEN (to all levels).

6. PILATES SCULPT

Pilates Sculpt is a fun and challenging full body workout class. It incorporates free weights with the traditional Pilates moves to maximize effort, increase muscular fatigue and get results! This class can vary from being an OPEN class or intermediate/advanced level depending on the general level of clients in your class. This class is best for clients who have consistently practiced Pilates or clients who have taken at least 10 OPEN or beginner classes at Natural Pilates.

7. POWER PILATES

Three words: Bring. It. On. Push your body to the limit with Natural Pilates' most athletic and challenging class. We take the traditional Pilates repertoire and turn it up a few notches. This is an intense full-body workout that will increase your overall strength and endurance. Recommended for more advanced Pilates clients. Not recommended for prenatal or injured/arthritic clients.

8. PRENATAL PILATES

Natural Pilates is proud to offer a comprehensive Prenatal Pilates program for our expectant mothers. We offer more prenatal equipment classes than any other studio in the Los Angeles area. These classes build the strength and stability that is so critical during pregnancy and childbirth, as well as helping new moms

get their bodies back after delivery. Due to all the bodily changes that occur during pregnancy – such as the shift in a woman's center of gravity and the increasing laxity in the body's ligaments – new muscular fibers are needed to achieve balance and to support the baby's weight.

9. JUMPBOARD MIX

Jumpboard Mix amps up the intensity of a traditional reformer workout by incorporating intervals of jumping with core and arm work using the Reformer, Tower and Chair. This unique workout provides a cardio challenge that has a low impact on the joints but a high calorie burn for your waistline. This class offers cardio and strength-based training, providing an intense full-body workout while always focusing on the core, breath, and proper body alignment.

H. 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 NATURAL PILATES 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 PILATES and exercise equipment in association with the Classes and use of the 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, rhabdomyolysis, and concussions; and (3) catastrophic injuries including paralysis and death.

If in the subjective opinion of the NATURAL PILATES staff, you would be at physical risk using NATURAL PILATES Classes and Facilities, you understand and agree that you may be denied access to the Classes and Facilities until you furnish NATURAL PILATES with an opinion letter from your medical doctor, at your sole cost and expense, specifically addressing NATURAL PILATES concerns and stating that NATURAL PILATES concerns are unfounded.

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, whether sustained while using exercise equipment or not, (2) release, indemnify, and hold harmless NATURAL PILATES, 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 NATURAL PILATES 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 NATURAL PILATES Classes and Facilities, and should not be participating in any Classes.

I. Links/Third Party Websites

NATURAL PILATES has not reviewed all the sites linked to the Website and/or App, and 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 NATURAL PILATES logos, please understand that it is independent from NATURAL PILATES, and that NATURAL PILATES has no control over the content of that website and/or app. Going to third party or off-site websites from the Website and/or App is at your own risk. These links do not imply endorsement of, sponsorship of, or affiliation with NATURAL PILATES.

J. Texts and Calls

We may offer you the ability to receive texts and calls in connection with our services. If you opt-in to receive texts and calls, you agree that NATURAL PILATES may send you reoccurring texts and calls (including prerecorded and/or by autodialer) to the phone number you provide for transactional and marketing purposes in accordance with the terms of your opt-in. You can opt-out of receiving texts or calls to your phone number at any time by (i) for texts, texting "STOP" in response to any text you receive from us or contacting us at privacy@naturalpilates.com and specifying you want to opt-out of texts to your

phone number; and (ii) for calls, requesting opt-out during any call you receive from us or contacting us as at <u>privacy@naturalpilates.com</u> and specifying you want to opt-out of calls to your phone number. For texts, you can also text "HELP" at any time for more information. We may send you a text confirming any opt-out by you and any such opt-out is limited to the phone number used and will not affect subsequent or separate subscriptions. You understand that your consent is not required as a condition of purchase. Standard message, data, and other fees may be charged by your carrier, and carriers may deduct charges from pre-paid amounts or data allowances, for which you are responsible. Not all phones and/or carriers are supported. Contact your carrier for further details. Additional terms may apply as set out in the terms of your opt-in.

K. Intellectual Property Rights

The trademarks and trade dress of Natural Pilates are proprietary to Natural Pilates 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, Natural Pilates . You have the right to view, electronically copy, and print in hard copy portions of the Website and App for the sole purpose of making class reservations, purchases, or other personal use.

Any other use of materials on the Website, including modification, distribution, or reproduction for purposes other than those noted above, without the prior written permission of Natural Pilates, is strictly prohibited.

You acknowledge that Natural Pilates and/or third party content providers remain the owners of all Website and App materials, and that you do not acquire any of those ownership rights by downloading, copying, or using any such material in accordance with these Terms. Natural Pilates may discontinue or remove the Website or App, or any portion thereof, or discontinue your right to use the Website or App, or any portion thereof, at any time.

L. Not Authorized to Perform Data Mining

You are not authorized without the prior written permission of Natural Pilates to use any computer code, data mining software, "robot", "bot", "spider", "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the web pages, data or content found on this Website and/or App or accessed through this Website and/or App. You also may not engage in the mass downloading of files from this Website and/or App; use the computer processing power of this Website and/or App for purposes other than those permitted above; flood this site with electronic traffic designed to slow or stop its operation; or establish links to or from other websites to this Website.

M. Not Authorized to Use This Website for Commercial Purposes

Users are not authorized to sell, reproduce, distribute, modify, display, publicly perform, report or otherwise prepare derivative or second hand works based on any of Natural Pilates material in any way for any public or commercial purpose. Thus, you are not authorized to (i) resell or make commercial use of this site or its contents; (ii) collect or use any product listings, descriptions, photographs or prices displayed on this Website and/or App in connection with the sale or resale of any Natural Pilates products or for other commercial purposes; or (iii) create, reproduce and/or distribute any materials derived from the content provided on this Website and/or App. Furthermore, Natural Pilates material may not be displayed or communicated on any other website and/or app, in a networked computer environment or other digital support for any purpose whatsoever. In the event of breach of any of these Terms, user's permission to use Natural Pilates's material will automatically terminate and any copies made of Natural Pilates material must be immediately destroyed.

Any unauthorized use of Natural Pilates material may violate state and federal criminal laws, infringe copyright laws, trademark laws, the laws of privacy or publicity, and communication regulations and statutes.

N. Warranty Disclaimer and Limitation of Liability

In no event will Natural Pilates be liable for any direct, indirect, special, or other consequential damages resulting from your use of the Website, the App, or on any other linked/third-party website, your purchase of Natural Pilates classes, your rights to cancel your purchase of Natural Pilates classes, your registration

for classes, your purchase of merchandise, your communication with Natural Pilates, and your use of and attendance at Natural 'Pilates's studios, including without limitation, any lost profits, business interruption, loss of programs, or other data on your information handling systems or otherwise, including any claims waived by you previously in this agreement even if Natural Pilates expressly advised of the possibility of such damage.

All information, goods, services, products and experiences are provided by Natural Pilates on an "as is" basis only. The entire risk as to the quality and performance of the goods, services, products and experiences remains with you. Should the goods, services, products and/or experiences prove defective after purchase, you assume the entire cost of such defect. Natural Pilates provides no representations and warranties, express or implied, including the implied warranties of fitness for a particular purpose, merchantability, and non-infringement.

O. Choice of Law

The Terms are governed by the laws of the State of California, without regard to California's choice of law provisions, except for any disputes concerning the interpretation and enforcement of the above Arbitration Agreement, which shall be governed by the Federal Arbitration Act. Except as provided above as to those Disputes you or Natural Pilates submit to binding arbitration pursuant to the Federal Arbitration Act (Title 9 of the United States Code), any Disputes must be brought in California.

P. Acceptance of Terms

By using the Website or App, purchasing a Natural Pilates class, registering for a Natural Pilates class, purchasing merchandise, and/or using or attending a Natural Pilates class, you signify your acceptance of the Terms. If you do not agree to this, please refrain from using the Website or App, purchasing a Natural Pilates class, registering for a Natural Pilates class, booking a spot in a class, purchasing merchandise, and/or using or attending a Natural Pilates class.

Occasional changes may be made to this document to reflect changes in Natural Pilates' policies. The Terms may be revised at any time by updating this posting. By using the Website or App, by buying Natural Pilates classes, registering for classes, booking a spot in a class, buying merchandise, and/or using and attending Natural Pilates's studios, you agree to be bound by any such revisions. Clients and community members are encouraged to check this document periodically to stay informed of current guidelines.

Q. Contact Us

If you have any questions about these Terms you can reach us at wecare@naturalpilates.com

V. Natural Pilates Memberships Terms and Conditions:

MEMBERSHIP TERMS & CONDITIONS

INCLUDES:

4 Classes Monthly/ 8 classes monthly/ 12 classes monthly/20 classes monthly(limited memberships sold)/30 classes months(sold at specific studios)

TERMS:

Recurring Monthly Membership Fee; the selected fee will be on auto-pay. A minimum of 3 month commitment is required for all memberships.

All Memberships are nontransferable & nonrefundable.

No recurring appointments.

No rollover of unused classes to the next month.

Membership change is possible with a written (email) notice for next billing cycle.

Classes are to be reserved and paid for in advance to guarantee a spot in the class.

LATE CANCEL / NO SHOW:

There is a strict 12-hour cancellation period for group classes.

Late cancelations or no shows & will result in the loss of a class.

Transferring from one class to another within the same day will result in a late cancelation fee of \$20 if the change was done after the 12-hour mark.

HOLDS:

Two membership holds allowed per year.

The hold must be a minimum of 1 month in length and 3 month maximum in length.

Payment will not be pro-rated for any hold shorter than 1 month in length.

PRICES:

Prices are subject to change with a 15 days email notice. **TERMINATION:**

MEMBERSHIP CAN BE TERMINATED BY EITHER PARTY WITH A 15 DAYS WRITTEN EMAIL to wecare@naturalpilates.com

NATURAL PILATES RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE. THE WAITLIST:

If a class you'd like to take is full, we encourage you to sign up for the waitlist!

If a spot opens up, you will be added to the class and will receive an email confirmation.

You are responsible for payment for all classes you are added to from the waitlist.

If you no longer want a spot in the class, please remove yourself from the waitlist notifications. **ATTIRE:**

Appropriate exercise attire is required for all classes for safety and hygiene purposes. EFFECTIVE DATE: February 1, 2023