

Membership Terms and Conditions

1. **DEFAULT.** These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Start Now Gym LLC ("Company", "we", "us", or "our"), concerning your access to and use of the startnowgym.com / facebook.com/startnowgym website as well as any other form, media channel, mobile website, or mobile application related, linked, or otherwise connected thereto (collectively, the "Site"). You agree by accessing and opting in to our site / advertisement, you have read, understood and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE< THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

You will be in default hereunder if you breach any of this agreement terms or conditions, fail to pay any installment within 30 days after the date when such installment is due, or repudiate this agreement in writing. The acceptance of any payment after default will not release Buyer from any other obligation under the agreement. Payments are applied first to late fees, interest or other non-dues charges assessed, if any, and then to dues payments in the order in which the same are scheduled herein to be made. Should default be made in any membership payment, all unpaid installments due hereunder, less that portion of such installment representing unearned finance charges, shall immediately become due and payable, without notice, together with all cost of collection including reasonable attorney's fee in case this note is collected by or through an attorney at law who is not salaried employee of the holder. In the event of a default hereunder the entire remaining balance shall bear interest at 18% A.P.R. since the date of default or the highest rate allowed by law.

2. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by the copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions.

3. PRODUCTS

All products are subject to availability. We reserve the right to discontinue any products at any time for any reason. Prices for all products are subject to change.

5. PURCHASES AND PAYMENT

We accept the following forms of payment

- Visa
- Mastercard
- American Express
- Discover

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the site. You further agree to promptly update account and payment information, including email address, payment method and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in U.S dollars. If your order is subject to recurring charges, then you consent to our

charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable order, We receive the right to correct any errors or mistakes in pricing, even if we already requested or received payment.

6. REFUNDS POLICY

All sales are final and no refund will be issued. We believe in the quality of Good Faith. You acknowledge by purchasing the products that we offer our service based guarantee. (Service Guarantee which means that if you do all the things we discussed; attend 3 sessions per week, weigh in weekly, follow the meal plan, and reply to our messages and if you DON'T hit your goal of losing XX Lbs in 6 Weeks, we will continue to coach you for FREE until you do.)

7. FAILURE TO DO THE PROGRAMS. Buyer shall not be relieved of obligations to make any payments of the membership or monthly dues by reason of Member's failure to utilize the workout programs.

8. ASSIGNMENT/TRANSFER OF AGREEMENT BY SELLER. This agreement may be assigned by Seller and, if so assigned, the words "Company" and "Seller" will also mean the company to which this Agreement is assigned or transferred. If this agreement is assigned, the Assignee shall have and be entitled to exercise any and all rights and powers of Seller hereunder but (notwithstanding anything in this agreement to the contrary) Assignee shall not be chargeable with any obligations or liabilities of Seller hereunder or with respect thereto. In the event of assignment, Seller reserves its rights to assert any defenses it has or may have under this Agreement or with respect thereto.

9. NON-TRANSFER OF MEMBERSHIP BY MEMBER. Memberships are not transferable by Member or Buyer. And Assignee is NOT permitted to give Program access to other individuals.

10. PRIOR AGREEMENT WITH MEMBER. The existence of any previous unpaid agreements in default between Member or Buyer and Seller will give Seller the right, in its sole discretion, to void this agreement.

11. RIGHT TO CANCEL. You are permitted to cancel this agreement at anytime with 30 days written notice to e-mail: nico@startnowgym. Memberships paid in advance are not refundable. If the agreement has not been paid in full then all monies owed at the point of cancellation must be paid before this agreement can be canceled. Month-to-month memberships will be billed for any payments due within the 30 day notice period. Term memberships shall be converted to month-to-month memberships at the prevailing rate, including all installments from the start of the membership term. All upgraded membership fees for the entire term and 30 days notice period must be paid in full in order to cancel the membership.

12. ACTS OF GOD/FORCE MAJEURE. Except as prevented by act of God, war, strike, and other cause beyond its control, Seller shall during the term of Member's membership maintain its academy and the supervision thereof substantially as at the date of this Agreement. Seller reserves the right and privilege at any time hereafter to close any of its facilities or alter its hours of operation, and the privileges and rights granted to Member herein to use the facilities and attend sessions shall not be understood to mean Seller guarantees to maintain any particular location or all of its existing facilities. Sessions are available subject to demand, may be crowded at peak hours and may be discontinued or availability times changed if demand fluctuates.

13. WAIVER & RELEASE. Upon first payment you are agreeing that you acknowledge a) you assume all risks of injury to you that might result during such activities; b) waive any claims

or rights you might otherwise have to sue the Company, its employees or agents for injury to you on account of these activities or your own negligence; e) having carefully read this waiver and fully understanding that it is release of liability; and f) that the Company will make no evaluation or recommendation as to whether Member or Member's guests are sufficiently fit for any physical activities. It is always advisable to consult your physician before undertaking a physical training program.

13. REPRESENTATIONS AS TO ABILITY TO ATTEND SESSIONS. Buyer and Member warrant, represent and agree that Member is in good physical condition and the Member has no disability or impairment or ailment preventing Member from engaging in active or passive physical training or that will be detrimental to Member's health, safety, or physical condition if Member does so engage or participate. Member represents that he/she will not use the facility with any open cuts, abrasions, infections, maladies with the potential of harm to others, or otherwise in accordance with public health requirements. Management shall have final determination in this regard and such decision will be final.

14. NO COMPETING BUSINESS. It is prohibited for any Member or guest to conduct any commercial business or activity, or solicit any business competitive with that of the academy (including personal training services), from or on the academy premises without the prior express written consent of management. The Company will seek to recover any revenues received by Member or guest in violation of this policy and attorney's fees and court costs incurred in that regard. It is prohibited for any Member or guest to purchase or subscribe to any such prohibited business activity.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire and exclusive agreement between the parties. Any promises, representations, understandings, and/or agreements pertaining directly or indirectly to this Agreement which are not contained herein, are hereby rendered null and void. This Agreement may be modified only by an instrument in writing signed by Seller and Buyer and/or Member. Seller and assignee of this Agreement are hereby authorized to correct patent errors in this Agreement (and in other documents, if any, executed in connection herewith). At Seller's option, this Agreement shall be null and void if it is not completed by Seller's employee in accordance with Seller's then-current price and payment programs. No change to any printed term in this Agreement shall be valid.

16. GOVERNING LAW. This Agreement is governed by the laws of the State of Texas and the United States.

17. SEVERABILITY. If any particular provision of the Agreement is invalid, the same shall not affect the other provisions hereof.

18. DELAY IN ENFORCEMENT. The Company can delay enforcing its rights under the Agreement without losing them.

19. CHANGE OF OWNERSHIP. If the ownership of the academy changes, the new owner, within 10 days of such change, shall provide each member with notice of the rights and obligations of the members affected by such change.

20. TERM. The initial term of this agreement will be for a period not in excess of 24 months and thereafter shall be renewable (if renewable membership is purchased) no more often than monthly.

21. BONUS TIME. To the extent that you are provided with membership privileges for which no charge is imposed in connection with a sale, promotion, or otherwise, it is agreed between the

parties that such time shall be deemed bonus time, and failure to use the said "bonus time" for any reason whatever does not entitle Member to any cash refund. All bonus time will be added to the expiration date.

22. VERIFICATION OF MEMBER'S REPRESENTATIONS. Representations by Member to obtain a special membership at posted discount price, are subject to verification and Member agrees that any false representation found to have been made by him/her shall entitle the Company to cancel the Agreement and revoke Member's membership without refund of any payments made hereunder, which payments shall be retained as liquidated damages.

23. HOURS OF OPERATION. Operating schedules of Company facilities may be changed from time to time. Please check the periodic posting for the schedule of the facility you wish to attend.

24. MISCELLANEOUS. Management reserves the right to alter or amend these rules or change the fees at any time. By agreeing to these terms and conditions you are also agreeing to future updates the companies may imply and future Terms and Conditions.