

CityShape LLC.

CityShape Member General Terms of Service

a) Acceptance of Terms. By accessing and/or using this Site, you accept and agree to be bound by these Terms, just as if you had agreed to these Terms in writing. If you do not agree to these Terms, do not use the Site.

b) Amendment of Terms. CityShape may amend the Terms from time to time. Unless we provide a delayed effective date, all amendments will be effective upon posting of such updated Terms. Your continued access to or use of the Site after the posting of such amendments constitutes your consent to be bound by the Terms, as amended.

c) Additional Terms. In addition to these Terms, when using particular plans, offers, products, services or features, you will also be subject to any additional posted guidelines or rules applicable to such plan, offer, product, service or feature, which may be posted and modified from time to time. All such additional terms are hereby incorporated by reference into these Terms. In the event of any conflict between such additional terms and these Terms, these Terms shall control.

Welcome to CityShape! We are operated by CityShape LLC, a Kansas Limited Liability Corporation and Missouri Foreign Limited Liability Corporation. CityShape is in the business of selling CityShape memberships (“Memberships”) to individuals (the “User”) who wish to participate in various exercise, entertainment, recreational, and social activities hosted by third party businesses without having to commit to multiple full-time memberships at those specific businesses, or locations.

The Membership allows individuals to gain access to any listed studio (and other locations or services i.e., “Membership Perk” or “Perk”), collectively, (the “Provider”) within CityShape’s network. We offer the CityShape website, and other products and services (the “Service”) according to the terms of service (the “Terms” or “Terms of Service”) herein, and our separate privacy policy (the “Privacy Policy”), both of which are accessible via our website, cityshapefitness.com.

These Terms govern your access to this Site and to your use of CityShape Services, and any videos, information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as “Content”). By clicking a box that states you accept or agree to these terms **or** by using our Service, you are agreeing to the terms herein. Please read them carefully. If you do not agree to the Terms, you are not authorized to use this Site

or the Services and you are instructed to delete your CityShape account. IF YOU ARE A PARENT OR GUARDIAN AND YOU PROVIDE YOUR CONSENT TO YOUR CHILD'S REGISTRATION WITH THE SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE IN RESPECT OF THEIR USE OF THE SERVICE. We reserve the right to modify these terms without notice. Your continued usage of the Service constitutes your acceptance of these terms. Violation of any terms will result in termination of your account. Questions about the Terms of Service may be sent to info@cityshapefitness.com.

1. Membership Cycle

- Your CityShape membership starts on the date that you sign up for a subscription and submit payment via a valid Payment Method. Unless we otherwise communicate a different time period to you at the time of sign up (such as a multi-month commitment plan), each CityShape cycle is one month in length (a "Membership Cycle"), and will automatically renew each month until your membership is cancelled or terminated. For example, if you purchase your CityShape membership on April 5, your membership will automatically renew on May 5 (as further explained in "Payment and Billing," below). You must provide us with a current, valid, accepted method of payment (which we may update from time to time, "Payment Method") to use CityShape. We will automatically bill the monthly membership fee to your Payment Method each month until your subscription is cancelled or terminated.
- Users must provide CityShape with a current, valid, accepted method of payment (as such may be updated from time to time) ("Payment Method") to use the Services. CityShape automatically bills the monthly membership fee to User's Payment Method each month until Membership is cancelled or terminated.

2. Membership Details

- The CityShape Memberships currently available are:
 - **CityShape Membership** which provides exclusively discounted classes per Membership Cycle with a 5-class limit per Provider per Membership Cycle. Late cancels do not count towards classes attended but are automatically assessed a \$5.00 fee. "Now shows" count as classes attended – i.e., are forfeited, and are automatically assessed a \$10.00 fee. The price for the CityShape Membership is \$15.00 per Membership Cycle and will also include, in total, any classes purchased through the membership.
- Specific limits to the frequency of visits per Provider per Membership Cycle apply to each Membership, otherwise the below apply:

- There are some black out class times on CityShape’s platform because select studios choose to limit number of spots for CityShape Members in certain popular class times. However, most class times are available with a few exceptions such as advanced classes and special event classes. CityShape works hard to maintain access to full studio schedules, but will concede according to individual studio needs.
- CityShape also offers “Membership Perks” (or “Perks”) which follow applicable Terms of this agreement similar that of the Providers. Any cancellation fee assessed by a Perk Provider will be at the sole cost, expense and responsibility of the CityShape Member.

3. Payment and Billing

- Payments will be processed through a third-party processor. All members will have a valid credit card on file.
- By signing up for a Membership, User authorizes CityShape to charge a monthly Membership fee at the then current rate. User authorizes CityShape to charge per class attended at the then listed class price. Any changes to the rate will be made known via email and/or other regular distribution methods in advance of such changes, allowing the User a reasonable amount of time to cancel or continue to use the Membership. Please check spam filters to make sure you get our communications.
- When you sign up and purchase your CityShape subscription, your first subscription cycle will be billed immediately. Your subscription will automatically renew each month and you will be billed on the same date each month. We reserve the right to change the timing of our billing (and if we do, we’ll make adjustments to the amounts we charge, as appropriate). In the event your paying membership began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your CityShape membership or became a paying member on January 31st, your next payment date is likely to be February 28th, and your Payment Method would be billed on that date. Your renewal date may change due to changes in your membership.
- **PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS.** Following any Membership termination, however, User will continue to have access to the Service through the end of User's current Membership Cycle. If at any time, and for whatever reason we may provide a refund, discount, or other consideration to some or all of our Users/Members (“Credits”), the amount and form of such Credits, and the decision to provide them, are at our sole and absolute discretion. The provision of Credits in one instance does not entitle User/Member or other Users/Members to Credits in the future for similar instances, nor does it obligate us to provide Credits in the future, under any circumstance.

- User may edit Payment Method information through the CityShape website or by emailing info@cityshapefitness.com. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and User does not edit Payment Method information or cancel his or her account (see, termination below), User remains responsible for any uncollected amounts and authorizes CityShape to continue billing the Payment Method, as it may be updated.
- User may terminate Membership at any time by providing notice 48 hours prior to the next billing cycle by emailing info@cityshapefitness.com, or, by editing User's preferences under their account details on cityshapefitness.com (there is an option to cancel within User's account portal on the CityShape website). In other words, notice must be provided 48 hours prior to 12:00 a.m. on the first day of the next billing cycle. The User will be charged a \$15 late termination fee if termination occurs less than 48 hours prior to the start of the next billing cycle (i.e., less than 48 hours prior to 12:00 a.m. on the first day of the next billing cycle.) The Membership cost/price for the month during which termination occurs is non-refundable. Any cancellation occurring after 12:00 a.m. on the first day of the new billing cycle, shall constitute a termination effective at 12:00 a.m. on the first day of the following billing cycle. Member's first month cannot be cancelled and is non-refundable. Note that if you do terminate your Membership, you can re-join CityShape at any time without a reactivation fee. We intend to attempt to confirm terminations by email, so please confirm that your account has been canceled if you have not received any communication from us within 48 hours.

4. Class Cancellation and No-Show Policy

- If a User schedules a class but does not attend, it is considered a "No Show". A "no show" counts as a class attendance. If a User cancels a class less than 12 hours before the scheduled class time, it is considered a Late Cancel. The User will be charged \$5 per Late Cancel and \$10 per No Show.
- You are responsible for safeguarding the password or credentials that you use to access the Services and for any activities or actions under your account. We encourage you to use strong passwords (passwords that use a combination of upper and lower-case letters, numbers and symbols) with your account and with other accounts that you may connect to your CityShape account. CityShape cannot and will not be liable for any loss or damage arising from compromised, stolen or misappropriated passwords.

5. Limitations on Liability

- TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE,

SYSTEM FAILURE OR NETWORK OUTAGE, WILL CITYSHAPE OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES THAT RESULT FROM THIS AGREEMENT, EVEN IF THE DAMAGED PARTY OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL CITYSHAPE'S OR ITS AFFILIATES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT ONLY, NEGLIGENCE, WARRANTY, OR OTHERWISE) EXCEED THE AMOUNTS PAID BY YOU TO CITYSHAPE HEREUNDER.
- **Indemnification.** By agreeing to these Terms, you agree to indemnify, defend, and hold harmless CityShape, our directors, officers, managing members, shareholders, employees, affiliates, licensors, and suppliers, from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to (a) using the Service; (b) any Content you post, upload, download, use, distribute, store, or otherwise transmit through the Service; (c) violating these Terms; or (d) violating the rights of another.
- **Miscellaneous.** By using this Site and the Services, you recognize, acknowledge and agree that CityShape and Providers, and each of them, have merely a contractual relationship and that they are not partners, joint venturers or agents of or with one another. By using this Site and the Services, you recognize, acknowledge and agree that each of the Providers provides all goods and services to be provided to and used by you as a CityShape Member and that each applicable Provider is solely responsible for any damages or injuries resulting from your use of the goods and/or services that they provide. Your purchase, use, or acceptance of this Site and/or your Membership constitutes acceptance of these Terms even though you may, or may not accept these Terms by selecting below. **HOWEVER, You must select "I accept these Terms and Conditions" below in order to/as a condition to proceed with purchasing a membership or further use the site!**