

Club # 06719  
Browns Fit  
1111 West 10<sup>th</sup> Street, #200  
Cleveland, OH 44113

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**M6BROWNS, LLC (“BROWNS FIT”) IS THE OWNER OF THE FACILITY AND FITNESS CENTER OPERATION REFERENCED ABOVE AND HAS BEEN LICENSED BY CLEVELAND BROWNS FOOTBALL COMPANY, LLC (“LICENSOR”) TO USE THE CLEVELAND BROWNS MARKS IN CONNECTION WITH ITS OPERATION. NEITHER LICENSOR NOR ANY RELATED ENTITY IS CONTRACTUALLY OR OTHERWISE LIABLE TO YOU AS BROWNS FIT IS SOLELY LIABLE FOR THE DEBTS AND OBLIGATIONS OF THIS FACILITY AND FITNESS CENTER OPERATION. THIS MEMBERSHIP AGREEMENT (THIS “CONTRACT”) IS SUBJECT TO THE TERMS OF THE OHIO REVISED CODE 1345.41, 1345.42, 1345.43 AND 1345.421 (THE “CODE”).**

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Membership Type: PIF  
Your Membership Begins: On Date of Purchase  
Your Membership Expires: 15 Months from Date of Purchase

This agreement is not renewable.

**The period covered by First Month’s Dues, as well as any additional days of membership for which payment is received by Browns Fit, is the “Paid Period” for a monthly membership. The “Paid Period” is the term of this Agreement.**

I/We hereby request the privilege of paying to ABC Fitness Solutions, LLC (“The Company”), Sherwood, AR 72124, and further authorize the Company to draw items (checks, electronic fund transfers, charge card) for the purpose of paying said payments, including any late fees or service fees, on the account of.

Subject to the following conditions:

- (1) The items outlined in Your Membership Agreement (monthly dues, annual fees, enrollment fees, etc.) shall be drawn on or about the date or dates set forth in the Membership Agreement. By signing below, You authorize the Company to draft via EFT said amounts from the account or card identified herein. The transactions on Your bank, debit, or credit card statement shall constitute receipts for payment on Your account.
- (2) One-Time Transfers: When You provide a check as payment, You authorize the Company either to use information from Your check to make a one-time EFT from Your account or to process the payment as a check transaction. When the Company uses information from Your check to make an electronic fund transfer, funds may be withdrawn from Your account as soon as today’s date.
- (3) If the regular payments set forth in the Membership Agreement should vary in amount, You are entitled to notice at least 10 days before each payment of when it will be made and how much it will be. However, by executing this preauthorization, You choose to instead get this notice only when the payment would differ by more than \$50.00 from the most recent payment You have made.
- (4) By executing this Agreement, You acknowledge Your awareness that certain disclosures required by the Electronic Funds Transfer Act and its regulations are available for Your review at the Company’s website: [www.abcfitness.com](http://www.abcfitness.com) under terms and conditions.
- (5) The privilege of making EFT payments under this arrangement may be revoked by the Company if any item is not paid upon presentation.
- (6) If this preauthorization payment arrangement is revoked for any reason, this does not release You from Your obligation under Your Membership Agreement.
- (7) If any payment is not paid upon presentation to Your bank or credit/debit card company for any reason, a service fee will be assessed and drafted. A late fee will be assessed and drafted should any monthly payment become past due.
- (8) By executing this Agreement, You authorize Club and Club’s agents, including its third party payment processing companies (“Club’s Agents”), to store the account or card information provided by You on or in relation to this Agreement and/or Your Club Membership Agreement (“Club Agreement”), as well as any other account or card information provided by You through any means to Club or Club’s Agents (including information provided in person, online or over the phone) for purposes of making any payment in relation to this Agreement and/or Your Club Agreement (hereinafter, “Payment Information”). Club and/or Club’s Agents will use the stored Payment Information to process payment of all dues, fees, taxes, purchases and incidental charges that are due or will become due, including all items on the Payment Schedule, fees identified in Your Club Agreement, membership-related obligations, retail transactions, personal training purchases, group exercise purchases, childcare fees, or other purchases. Club and/or Club’s Agents may also use the stored Payment Information to process payments owed in relation to all subsequent Agreements entered between You and Club. The fixed dates or intervals on which transactions will be processed and the transaction amounts (including all associated fees, taxes, and charges) and/or a description of how they will be calculated are more specifically set forth in the Payment Schedule and other terms of Your Club Agreement. If Your Club Agreement will automatically renew at the end of the Term defined therein, the stored Payment Information will be used to process payments owed in relation to the renewal term. This consent to store Payment Information will not expire unless it is expressly revoked. The general cancellation and refund policies provided in Your Club Agreement will apply to this consent. If any changes are made to the terms of this consent, an e-mail notifying You of such changes will be sent to the e-mail address provided by You on the face of Your Club Agreement or, if an e-mail is not provided, notice will be sent to the mailing address provided on Your Club Agreement.
- (9) This preauthorization payment arrangement shall apply to the Applicant(s).

#### NOTICE OF CANCELLATION

**You may cancel this contract for any reason at any time prior to midnight of the third business day after the date on which the first service under the contract is available, and if the facility or services that is the subject of the contract is not available when you sign the contract, you may cancel the contract at any time prior to midnight of the seventh business day after the date on which you receive your first service under the contract. If you cancel within this period, the seller must send you a full refund of any money you have paid, except that a reasonable expense fee not to exceed ten dollars may be charged if you have received your first service under the contract.**

**The seller must also cancel and return to you within twenty business days any papers that you have signed. To cancel this contract you must deliver in person, manually, by certified mail to Browns Fit: 1111 West 10th Street, Cleveland, OH 44113, return receipt requested, the signed and dated copy of this cancellation notice or any other written notice of cancellation, or send an electronic**

mail message, to Browns Fit, at team@brownsfit.com not later than midnight of the third business day after the date on which the first service under the contract is available, and if the facility or service that is the subject of the contract is not available when the contract was signed, not later than midnight of the seventh business day after the date on which the first service under the contract is available.

As the owner of the account above, I authorize Browns Fit to charge my credit card account listed above, to debit my deposit account listed above by Electronic Funds Transfer ("EFT") or by debit card, for all applicable fees incurred in connection with my membership, including but not limited to Monthly dues, Annual Fee, and incidental charges. If there is any change in my account information for this payment authorization, I will promptly notify Browns Fit in writing or update my account information on the Browns Fit website member portal. This payment authorization remains in full effect until my membership expires or my contract has been cancelled pursuant to the terms thereof.

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**CONSUMER RIGHT TO CANCELLATION:**

This Contract may be cancelled by the Buyer for any reason at any time prior to the midnight of the third business days after the date on which the first service under the Contract is available, and if the facility or service that is the subject of the Contract is not available when you sign the Contract, Buyer may cancel the Contract at any time prior to midnight of the seventh business day after the date on which Buyer receives the first service under the Contract. For purposes of the foregoing sentence, "business day" shall mean any calendar day except Sunday, or a legal holiday as defined in section 1.14 of the Code. If Buyer cancels within this period, Browns Fit will send you a full refund of any money you have paid, except that a reasonable expense fee not to exceed ten dollars may be charged if Buyer has received its first service under the Contract. To cancel this Contract, you must deliver in person, manually, by certified mail, return receipt requested to Browns Fit at 1111 West 10th Street, Cleveland, OH 44113 the signed and dated copy of the Cancellation Notice (attached to this Contract) or any other written notice of cancellation, or send an electronic mail message, to Browns Fit, at team@brownsfit.com.

In the event of a relocation of your residence more than 25 miles from the Club and the Club fails to designate another facility with comparable facilities and services within 25 miles of the Customer's new residence, which new facility agrees to accept the Club's obligations under this Contract, the Buyer may cancel this Contract. The Contract shall be proportionally divided by all of the days in which the facility was made available to the Buyer as part of the Contract offering, and the Buyer shall be liable for only that portion of the Contract that can be attributed to the period prior to Buyer's actual relocation, exclusive of any period of time in which the facility was made available to the Buyer free of charge as part of the Contract offering, provided, that Browns Fit may require and verify reasonable evidence of relocation, and Browns Fit shall return to the Buyer the amount paid in excess of the proportional amount.

If, by reason of death or disability, you are unable to receive all of the services under this Contract, the Contract shall be proportionally divided by all of the days in which the facility was made available to the Buyer as part of the Contract offering, and the Buyer shall be liable for payments only for that portion of the Contract that can be attributed to the period prior to the Buyer's actual death or disability, exclusive of any period of time in which the facility was made available to the Buyer free of charge as part of the Contract offering, and Browns Fit, within ten business days after receiving notice of the death or disability, shall return to the Buyer or his/her representative the amount paid in excess of the proportional amount.

The performance of this Contract shall begin no later than one hundred eighty (180) days from the date the Contract is entered into.

You are entitled to receive your refund within 10 business days of receipt of notice of cancellation, less payment for any Club services rendered prior to such cancellation.

By purchase of this Membership the Member/Customer or authorized person obligated under this Contract ("Buyer") agrees to the following Terms and Conditions ("Terms and Conditions"), including without limitation the arbitration provisions set forth in Section 3.19. In this Contract, "you" means Member or Customer. In regards to a couple (2 members) or family (3 or more members) membership, the term "Member" or "You" in the Contract includes all persons enrolled under that Contract, where applicable.

**ADDITIONAL MEMBERSHIP AGREEMENT TERMS**

**(1) MEMBERSHIP PAYMENT AND TERMS**

**(1.1) Description of Services.** This Agreement is a Club membership agreement and not an optional services agreement such as personal training, which is a separate agreement. This Agreement entitles Member to access the facility designated above during business hours. This Club membership agreement provides Member access to cardiovascular, strength and conditioning machines. It also provides Member access to certain exercise classes if available at the facility and included in your selected membership type.

**(1.2) Rules, Regulations and Schedules.** Member agrees to abide by the rules, regulations and schedules of Browns Fit, which may be posted at the facility or issued orally, and which may be amended from time to time at Browns Fit's sole discretion. Upon joining, Member and/or Buyer must pay the appropriate initial charges as set forth in this Agreement. At the sole discretion of Browns Fit, a Member's membership may be revoked or suspended at any time if in the judgment of Browns Fit (a) Member consistently fails to observe the Rules and Regulations, (b) has otherwise behaved in a manner contrary to the best interests of Browns Fit or any of Browns Fit's Members, (c) Member has instituted any type of legal action against Browns Fit, including but not limited to civil actions, arbitrations and/or mediations, and/or (d) Browns Fit has instituted any type of legal action including but not limited to civil actions, arbitrations and/or mediations against Member. Nothing in this Agreement shall be construed as waiving the Member's right to make any statement regarding Browns Fit, its employees or its goods or services.

**(1.3) Member's Obligation.** Member and/or Buyer shall not be relieved of the obligation to make payments agreed to and no deduction from any payment shall be made because of Member's failure to use the Browns Fit facilities. Dues are for the period stated in the Agreement. Member and/or Buyer may not transfer this Membership to another Person. If a family membership drops to two members, dues will be reduced to reflect the dues charge to the couple rate in effect at the time of the drop. If a family or couple membership drops to one member, the dues for that member will change to the single membership rate in effect at the time of the drop. If the member responsible for paying the family or couple dues (the "Primary Member") fails to timely pay the dues, another member must make arrangements to pay the dues, or Browns Fit has the right to terminate all the memberships. If the Primary Member cancels a membership, the membership will effectively be cancelled unless Browns Fit has received a notice of change of status of the Primary Member. Browns Fit will accept notice of a change of status (in writing) only if it's signed by the member whose status has changed and the new Primary Member.

**(1.4) Initiation Fee.** There may be a one-time initiation or enrollment fee which Member and/or Buyer shall be required to pay upon execution of this Agreement and acceptance of these Terms and Conditions with Browns Fit or as otherwise agreed to by Browns Fit. This fee will change from time to time at Browns Fit's discretion. This fee is nonrefundable. Resignation from Browns Fit shall not terminate the obligation to pay the initiation fee in full. There will be no further initiation fee as long as the membership and this Agreement has not terminated or expired.

**(1.5) Monthly Dues, Annual Fee, and other Fees.** Member or Buyer shall pay, in advance, monthly Membership dues as set forth in the agreement. Browns Fit may adjust the monthly Membership dues and the Annual Fee upon giving Members thirty (30) days prior notice, posted in a Browns Fit facility, sent by email to Member's email address on file with Browns Fit, and/or sent by mail to Member or Buyer. Except as otherwise set forth herein, Browns Fit may adjust any fees at any time at its sole discretion. Browns Fit has the right to add to the monthly Membership dues any tax imposed by the government.

**(1.6) Prepaid Membership Renewal Amount.** If the Member has a prepaid Membership, then Browns Fit will not increase the Initial Annual Renewal amount on page 1 of this agreement, but may increase all subsequent annual renewal amounts. Browns Fit will send notice to the Member or Buyer of the new annual renewal amount each year thereafter prior to the end of the then current term. Browns Fit has the right to add to the Prepaid Membership any tax imposed by the government.

**(1.7) Payment Authorization and Disclosures. PLEASE READ CAREFULLY.** Monthly dues, Annual Fee, and incidental charges are payable by Electronic Funds Transfer ("EFT") from the Member or Buyer's checking account, savings account, credit card account, or debit card account designated in this agreement. Members or Buyers must authorize payments to be made through a third party administered electronic funds transfer system. Members or Buyers maintain full control and privacy over their accounts at all times, and the transfer of the funds affects only those fees that have prior authorization of the Member or Buyer. The transfer will take place automatically once every month unless Browns Fit notifies the Member or Buyer otherwise by giving Members thirty (30) days prior notice, posted in a Browns Fit facility, sent by email to Member's email address on file with Browns Fit, and/or sent by mail to Member or Buyer.

References to "I" in this Section 1.7 refer to the Member or Buyer. The authorization in this Section 1.7 applies to the account designated on the front page of this agreement or an updated account provided by the Member or Buyer (the "Designated Account"). The Dues, Fees and Charges reflected in the Monthly Amount Due on the front of this agreement will be transferred from or charged to the Designated Account on the 5th or 20th day of each month unless Browns Fit notifies the Member or Buyer otherwise by giving Members thirty (30) days prior notice, posted in a Browns Fit facility, sent by email to Member's email address on file with Browns Fit, and/or sent by mail to Member or Buyer. **These are "Scheduled Payments."**

**(a) Authorization for Payments by Credit Card.** I authorize Browns Fit to charge the Designated Account for the purpose of paying the Total Due Now and for making Scheduled Payments (if applicable). I also authorize Browns Fit to charge the Designated Account for all other Dues, Fees and Charges listed on the front of this agreement as and when such Dues, Fees and Charges are due.

**(b) Authorization for Payments by EFT.** I authorize Browns Fit to charge the Designated Account for the purpose of paying the Total Due Now and for making Scheduled Payments (if applicable). I also authorize Browns Fit to charge the Designated Account for all other Dues, Fees and Charges listed on the front of this agreement as and when such Dues, Fees and Charges are due. I also understand that I may stop any Scheduled Payment by notifying the financial institution which holds the Designated Account at least three (3) business days before the scheduled date of the transfer.

**(c) How to Revoke this Authorization.** This authorization will remain in full force and effect during the term of this Contract, unless I revoke it. I understand that I may revoke this authorization at any time by notifying Browns Fit at 1111 West 10<sup>th</sup> Street, #200, Cleveland, OH 44113. Note: The revocation will only be effective as to transfers that are scheduled to occur at least ten (10) business days after Browns Fit receives the notice. If the revocation cannot be processed prior to the scheduled date of the charge or transfer, Browns Fit shall refund the debited amount. Revocation of this authorization, or my stopping any payment, does not relieve me of my obligation to pay amounts due to Browns Fit under this Agreement, and I will remain liable for such amounts until they are paid in full.

**(d) Compliance with Designated Account Agreement.** I certify that I am authorized under the terms of my agreement (the "Designated Account Agreement") with the financial institution that holds the Designated Account (the "Financial Institution") to use the Designated Account for payments to Browns Fit. I further certify that all statements made by me to Browns Fit in connection with the Designated Account are true and correct to the best of my knowledge. I understand that any failure by the Financial Institution to pay any charge in full does not release me from any liability for any obligations owing to Browns Fit. I agree to comply with the terms of the Designated Account Agreement at all times while this authorization is in effect.

**(1.8) Dishonored Check or Credit Card.** If any check, account debit, or credit card charge payable to Browns Fit by Member and/or Buyer is returned, rejected or dishonored, Browns Fit management shall, in each instance, to the extent permitted by law, (a) assess a charge equal to any charge imposed by the financial institution, any costs and expenses incurred in connection with collection, and (b) charge such other fees as may be permitted by applicable law.

**(1.9) Limited Memberships.** Memberships may be limited so that Members may have reasonable access to Browns Fit facilities. It is to be expected that there may be occasional delays, especially during peak hours, in using the fitness equipment; or that Members may not always be able to attend preferred exercise classes. The availability of classes and equipment are subject to demand and are available on a first-come first-served basis.

**(1.10) Unpaid Balances.** All balances owed by Member and/or Buyer that are in arrears are subject to monthly service charges. These fees may be adjusted from time to time. Any unpaid balances for membership fees, goods or services may result in suspension of membership privileges. Members and/or Buyer shall be obligated to pay any cost incurred by Browns Fit for collection. The renewal fee for paid in full annual memberships must be paid by 12:00 midnight on the anniversary date of the annual membership or Member's privilege to use Browns Fit facilities may be suspended and a new initiation fee will be required. Browns Fit reserves the right to charge past due balances, plus applicable charges, to the Membership account under the EFT authorization.

**(1.11) Membership Term.** The period covered by the first month's dues, as well as any additional days of Membership for which payment is received by Browns Fit, is the "Paid Period" for the monthly membership. The "Paid Period" is the term of this Agreement.

**(1.12) Cancellation of Membership.**

**(1.12.1)** Member has three (3) business days to cancel the Agreement after the first business day after this Agreement is signed. To cancel, mail a letter to the following address: 1111 West 10<sup>th</sup> Street, #200, Cleveland, OH 44113. It is recommended that (you) Member send (your) Member's cancellation notice by registered or certified mail, return receipt requested, in order to prove that (you) Member did cancel. If Member hand delivers Member's cancellation to a Browns Fit facility, Member should be sure to receive a signed statement from a Browns Fit employee acknowledging Members' cancellation.

**(1.12.2) Death or Disability.** If, by reason of death or disability, you are unable to receive all of the services for which you contracted under this Agreement, you and your estate shall be relieved from the obligation of making payment for services other than those received prior to your death or the onset of your disability. If you prepaid any sum for services, so much of the sum as allocable to services not taken prior to your death or disability shall be promptly refunded to you or your representative. For purposes of this provision "disability" means a condition which precludes you from physically using the facilities. Your disability must be confirmed in writing by a physician.

**(1.12.3) Close of Facility and/or Move.** Under this Agreement, no further payments shall be due to anyone, including any purchaser of any note associated with or contained in this Agreement, in the event the facility at which the Agreement is entered into permanently ceases operation and fails to offer an alternate location, substantially similar, within ten (10) miles.

**(1.12.4) New Facility.** You may cancel the contract and receive a pro rata refund if the health Club fails to provide the specific facilities advertised or offered in writing by the time indicated.

**(1.12.5) Opening of Club.** If the facility first identified above has not opened as of the date of this Agreement, Member and/or Buyer may cancel this Agreement in the event the facilities and services contracted for are not available within 12 months from the date the contract is entered into, or within 3 months of a date specified in the contract, whichever is earlier. To cancel this Agreement, mail or deliver a signed and dated notice stating that Member and/or Buyer, as applicable, is cancelling this Agreement, or words of similar effect. Such notice shall be sent to Browns Fit at 1111 West 10<sup>th</sup> Street, #200, Cleveland, OH 44113, or delivered to the facility. Member or Buyer, as applicable, is entitled to receive a refund within thirty (30) days of receipt of the notice of cancellation.

**(1.12.6) Relocation.** Member may cancel this Agreement if they can provide proof that Member is permanently moving more than twenty-five (25) miles away from any Browns Fit facility. Proof such as a utility bill, lease agreement, driver's license, military orders or any other document that could validate such proof will be accepted. Should you move further than 25 miles from the Club and be unable to transfer this membership to a comparable facility, you shall be relieved from your obligation of making payment for services other than those received prior to your move, and if you prepaid any sum for services other than those received prior to your move, so much of such sum as is allocable to services you have not received shall be promptly refunded. Notwithstanding the above you will be charged an administrative fee which shall not exceed 10% of the unused balance, or \$50, whichever is less.

**(1.12.7) Material Changes in Services.** Member may cancel this Agreement if the health Club materially changes the services promised as part of the initial contract.

**(1.12.8) Written Requests.** Memberships cannot be cancelled by phone or verbal conversation. Cancellation requests will only be honored if sent in writing or filled out at a Browns Fit facility. All paperwork is deemed a request until a Browns Fit employee can validate paperwork and approve such cancellation. A cancellation that has been denied will be sent in writing back to Member along with reason of denial or instructions for acceptance and refund.

**(1.12.9) Cancellation of Monthly Membership.**

**(1.12.9.1)** If you have a monthly payment membership, you may terminate this Agreement by providing at least ten (10) days' notice prior to the next bill date to Browns Fit delivered: (a) by U.S. mail to Browns Fit at 1111 West 10<sup>th</sup> Street, #200, Cleveland, OH 44113 or by email to team@brownsfit.com or (b) by hand to the manager at your facility. The termination will be effective at the end of the Paid Period, and you may continue to use the facility during the Paid Period. Browns Fit shall not charge your credit card or initiate any EFT payments which are scheduled to occur more than ten (10) days after the termination notice is received by Browns Fit. If the termination cannot be processed prior to the scheduled date of the charge or transfer, Browns Fit shall refund the debited amount. No further charges will be incurred if last month's dues were paid at the execution of this Agreement.

**(1.12.10) Cancellation of Prepaid Membership.** If you have a Prepaid Membership, you may not terminate it during the Paid Period (or receive a refund), unless specifically stated above. If you do not renew your Prepaid Membership by the renewal date, your Prepaid Membership automatically expires.

**(1.13) Refunds.** Refunds, if applicable, shall be made within thirty (30) days of receipt of notice of cancellation.

**(1.14) Change of Membership Type.** Any membership can be changed by buying a new membership at the standard price and cancelling the previous membership.

**(1.15) Freeze Policy.** (a) Medical. If Member is medically unable to use the Browns Fit facilities, Member may request a freeze of his or her membership in monthly increments for a minimum of 1 month and a maximum of 6 months per year. Members must provide a doctor's note at the time of requesting a freeze. Browns Fit reserves the right to verify the note with the doctor and Member agrees to waive any Doctor/Patient privilege and execute any release required by such doctor solely with regards to the medical reasons stated in the doctor's note for the medical freeze. (b) Non-medical, if a Member desires to freeze his or her account for a non-medical reason, Member should consult with Member's Browns Fit facility. All requests must be received at least fourteen (14) days prior to Member's next billing date period. Retroactive freezes will not be accepted. Certain fees may apply to any freeze of a Member's membership.

**(1.16) Buyer's Indemnity.** Buyer assumes full responsibility for any person who becomes a Member under the Agreement and these Terms and Conditions and shall indemnify Browns Fit, its affiliates, agents and employees against any and all liability incurred by such Member during his or her use of any and all Browns Fit facilities.

**(2) MEMBER RISK.** Member and Member's guests shall hold Browns Fit harmless from any loss, theft, cost, claim, injury, damage or liability ("Damages") incurred as a result of the use of a Browns Fit facility and any other membership activities, except such Damages which result from the willful misconduct or gross negligence of Browns Fit, its affiliates, agents or employees.

**(2.1) Member's Health Warranty.** Member and Buyer represent that Member is in good health and has no disability, impairment, injury, disease, known or obvious symptoms of or risks factors for a highly communicable disease (i.e. COVID-19), or ailment, preventing him or her from engaging in active or passive exercise or which could cause increased risk of injury or adverse health consequences as a result of exercise. Member assumes full responsibility for his or her use of a Browns Fit facility and shall indemnify Browns Fit, its affiliates, agents and employees, against any and all Damages arising out of Member's use of the facilities except as otherwise set forth in these Terms and Conditions. Physical examinations by Member's physician are recommended for members before commencing any exercise program, and especially for Members who are at risk, including but not limited to elderly or pregnant Members, or Members unaccustomed to physical exertion, or who have physical limitations, respiratory ailments or impairments, a history of high blood pressure, heart problems or other chronic illnesses, or members who have a history of heart disease.

**(2.2) Medical Disclaimer.** Member has been informed and acknowledges that Browns Fit has made no claims as to medical results that can or may be obtained through use of any Browns Fit facility. Browns Fit has neither suggested nor will it suggest any medical treatment to Members. Only licensed medical professionals are qualified to give medical advice. Member represents that there is no medical or physical conditions that would preclude the use of Browns Fit's facilities and each Member further represents that he or she has not been instructed by any physician not to use Browns Fit's facility or any similar facility.

**(2.3) Orientation.** Member is strongly encouraged to take advantage of the complimentary initial orientation and ongoing support available to ensure the proper safe and use of all equipment.

**(2.4) Waiver of Liability.** Any strenuous athletic or physical activity involves certain risks. Use of public facilities may increase the risk of transmission of communicable diseases. Member and Member's guests assume the risk of any and all accidents or injuries of any kind that may be sustained by, or in connection with, use of the facilities and release, hold Browns Fit and Licensor harmless, discharge and absolve Browns Fit, its agents and employees, and Licensor from any and all Damages or responsibility except if such accident or injury is the result of willful misconduct or gross negligence of Browns Fit, its affiliates, agents or employees.

**(2.5) Loss of Property.** Members and Member's guests are urged not to bring valuables onto the premises of a Browns Fit facility. Browns Fit shall not be liable for the disappearance, loss, theft, or damage to personal property, including money, negotiable securities or jewelry of Member or Member's guests.

### **(3) GENERAL PROVISIONS**

**(3.1) Members and Guests Rules.** Members and Member's guests shall abide by Browns Fit's rules and regulations and any amendments and/or modifications thereto which may be made from time to time by Browns Fit at Browns Fit's sole discretion.

**(3.2) Proof of Membership.** Member shall receive one membership card (included with Member's membership) (the "Membership Card") from Browns Fit and must present it to the reception desk personnel each time Member enters a Browns Fit facility. Lost membership cards will be replaced for a fee of five dollars (\$5), which may be adjusted from time to time. The card must be replaced if lost. Member is required to notify Browns Fit immediately of the loss of his or her Membership Card, and the Membership Card must be replaced by Member. Membership privileges are limited to the person in whose name the membership is issued. Improper use of the membership will result in confiscation of the Membership Card and can result in immediate cancellation of Member's membership. A Member wishing to use Browns Fit's facilities without his or her Membership Card will be required to provide proof of identity. (e.g. valid driver's license, etc.)

**(3.3) Day Lockers.** Lockers may be provided solely for the benefit and convenience of Browns Fit members. Browns Fit will remove any articles left in a locker overnight. Member must provide his or her own lock and should not leave any valuables in his or her locker.

**(3.4) Pets and Bicycles.** Pets (not including service animals) and bicycles are not permitted in or around a Browns Fit facility.

**(3.5) Dress Code.** Proper athletic attire is required. Browns Fit reserves the right to make the final determination in its sole discretion with regard to appropriate attire.

**(3.6) Protective Eyewear.** Racquet sports players are required to wear eye protection on the courts.

**(3.7) Independent Contractors.** From time to time, Browns Fit may make the services of independent contractors available to Member or Member's guests. Browns Fit does not warrant or guarantee the quality of these services and does not guarantee that these services will remain available to Member or Member's guests for a period of time.

**(3.8) Member Guests.** Member's guests are permitted in Browns Fit, but only pursuant to such rules, regulations, fees, and schedules for guests as then may be in effect. Browns Fit reserves the right to limit the number of times any one guest can use a Browns Fit facility and reserves the right to exclude any Member's guests whose use of the facility, in the sole opinion of Browns Fit would be detrimental to Browns Fit or any of its members. All Members' guests must register at the front desk with valid identification.

**(3.9) Spotting.** Browns Fit recommends to all Members and to all Member's guests, spotting by another member or Browns Fit trainer when using any free weights.

**(3.10) Change in Membership Information.** Member must promptly notify Browns Fit in writing of any changes in his or her billing information, address or telephone number. Notwithstanding anything else contained herein, all communications from Browns Fit to Member shall be presumed to have been received by Member within five (5) business days after mailing to Member's address on file with Browns Fit at the time of the mailing.

**(3.11) Change in Facilities and Operating Hours.** As a result of repair, maintenance or special occasions, or due to health and safety reasons, Browns Fit may be required to restrict the use or temporarily close one or more Browns Fit facilities or halt or modify a Browns Fit activity from time to time. There will be no reduction, suspension, abatement, or apportionment of membership fees or other charges during such time when the above-mentioned occurs. Browns Fit's hours of operation may be modified from time to time without prior notice to Member. Browns Fit reserves the right to change the facility from time to time, to eliminate some facilities and services, to add others, to add, modify and/or eliminate programs, activities, classes or equipment at Browns Fit's sole discretion.

**(3.12) Special Events.** Browns Fit may from time to time reserve the use of its facilities for special events, competitions and private functions.

**(3.13) Closing of Facility.** It is anticipated that a part of the facility or the entire facility will be temporarily unavailable from time to time while repairs or renovations take place or for health and safety reasons. Management will make every effort to minimize any disruption to members during these periods, and if possible, to schedule any work during off- hours or summer months. Browns Fit may be closed for holidays, and may be closed periodically for renovations. Browns Fit may also offer members the use of other conveniently located Browns Fit facilities during the period of unavailability.

**(3.14) Interruption of Services.** In case of a long-term interruption of service (e.g. fire, state local or national governmental order or health and safety restrictions which prohibit or limit the use of some or all of the services, or other circumstances that restrict use of some or all services or make provision of services inadvisable), Browns Fit reserves the right to: (a) freeze memberships and add the lost time once service resumes; (b) transfer the member to another similar Browns Fit facility within a five-mile radius where available; or (c) provide goods and services of equal or greater value as solely determined by Browns Fit to make up the lost service. In the event that an act of God (hurricane, earthquake, national emergency, etc.) causes more than a temporary closing of a Browns Fit facility, Member's obligations under the Agreement and these Terms and Conditions will be suspended until such time as use of the facility can be resumed. Obligation for contractual dues will otherwise not be affected unless a Browns Fit facility cannot reopen within one year of the interruption of service.

**(3.15) Non-Discrimination.** Browns Fit represents that it will not discriminate against any person because of sex, race, creed, age, color, national origin, sexual orientation, or ancestry in considering applications for membership. The minimum age for Browns Fit membership is eighteen (18), unless the child is part of a family membership, or parental permission and Browns Fit's consent is given and approved by Browns Fit at Browns Fit's sole discretion.

**(3.16) Children's Use.** All children under eighteen (18) years of age must be accompanied by such child's parent or guardian at all times within a Browns Fit facility unless: (i) they are in a supervised activity, or (ii) they are seventeen (17) years of age and over, with parental permission and approval by Browns Fit (Browns Fit's sole discretion) received by the facility. Some children's programs require fees to be paid in advance. Browns Fit reserves the right to discontinue use by any child who is unsupervised, or whose behavior is offensive or disruptive.

**(3.17) Group Exercise Policies.** Each class is limited to a set number of participants and social distancing policies that may apply. Members should not enter a class late without the instructor's consent. No one will be admitted ten (10) minutes after the scheduled class time. If Member is just starting a group fitness program or has an injury, prenatal conditions or problem that may prevent full participation, please discuss this with the group fitness instructor at least five (5) minutes before class. Proper clothing and footwear must be worn in all group fitness classes. Browns Fit reserves the right to change the group fitness schedule at any time including the addition or deletion of classes, as well as changes in instructors, class times and length of classes. Browns Fit reserves the right to change group fitness policies when necessary and require advanced reservations for heavily attended classes. Reservations may be released within five (5) minutes prior to the scheduled class time and Member may enter on a walk in basis provided there are openings in the class. Member's attending a class shall, in addition to the Terms and Conditions, follow any rules promulgated by such class' instructors.

**(3.18) Personal Training.** In addition to these Terms and Conditions, any and all personal training provided by Browns Fit shall be pursuant to any additional terms and conditions set forth in a separate personal training contract entered into by a Member and Browns Fit. Use of personal trainers not approved by Browns Fit is prohibited at all Browns Fit facilities. Member may not train other members or guests, conduct business activity or solicit any business at any Browns Fit facility. Any violation of this policy may result in legal action as well as forfeiture of any remuneration received by a Member or guest for such services.

**(3.19) Dispute Resolution and Arbitration.** At the election of either the Member or Buyer ("you") or Browns Fit, including Browns Fit's employees, parents, subsidiaries, affiliates, agents, successors and assigns (collectively for this section, the "Company" or "We"), any claim, dispute or controversy, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory ("Claim") by either you or the Company against the other, arising from or relating in any way to (i) this Agreement, (ii) your membership or use of the Company facilities, or (iii) (except as specifically provided in this Agreement) the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved exclusively and finally by binding arbitration under the Consumer Arbitration Rules of the American Arbitration Association ("AAA") in effect on the date a demand for arbitration is made. A copy of the AAA rules, including directions on how to initiate a claim, may be obtained from the AAA website at [www.adr.org](http://www.adr.org) or by contacting the Company. The above notwithstanding, any Claim that relates to allegations of Member's or Buyer's personal injury shall be outside the scope of this arbitration provision as shall any Claim required to be filed in a court by state or federal law.

Claims made and remedies sought as part of a class action, private attorney general or other representative action (hereafter all included in the term "class action") are subject to arbitration on an individual basis, not on a class or representative basis. The arbitration will not determine class claims and will not be consolidated with any other arbitration proceedings. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to address that party's individual Claims.

Any arbitration or court trial (whether before a judge or jury or pursuant to judicial reference) of any Claim will take place on an individual basis without resort to any form of class or representative action (the "Class Action Waiver"). THE CLASS ACTION WAIVER PRECLUDES ANY MEMBER OR BUYER PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM. The parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is nonseverable from this Agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. THE PARTIES ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL A CLASS ACTION BE ARBITRATED.

ARBITRATION IS BINDING AND NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE A CLAIM WHICH IS SUBJECT TO ARBITRATION IN A COURT. YOU AND WE WILL NOT HAVE THE RIGHTS IN ARBITRATION THAT ARE PROVIDED IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JUDGE OR JURY. IN ADDITION, THE RIGHT TO DISCOVERY AND THE RIGHT TO APPEAL ARE ALSO LIMITED OR ELIMINATED BY ARBITRATION.

**OPT-OUT. YOU MAY OPT-OUT OF ARBITRATION BY NOTIFYING THE COMPANY IN WRITING THAT YOU DO NOT WANT TO RESOLVE DISPUTES WITH THE COMPANY BY ARBITRATION. SUCH NOTICE SHOULD BE DELIVERED BY MAIL TO BROWNS FIT MEMBER SERVICES AT 1111 WEST 10<sup>TH</sup> STREET, #200, CLEVELAND, OH 44113 WITHIN 90 DAYS OF THE DATE YOU SIGNED THIS AGREEMENT.**

Alternatively, you and the Company may pursue a Claim within the jurisdiction of any appropriate Small Claims Court in the State of Ohio, or the equivalent court in the state of Ohio (each a "Small Claims Court"), provided that the action remains in that court, is made on behalf of or against you only and is not made part of a class action, private attorney general action or other representative or collective action. You and the Company also agree not to seek to enforce this arbitration provision, or otherwise commence arbitration based on the same claims in any action brought before the Small Claims Court.

All Claims, whether brought in arbitration or in court, will be barred unless the proceeding is commenced within 2 years before the date the complaining party know or should have known of the facts giving rise to the Claim.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This Agreement and your membership will be governed by the laws of the state of Ohio and, as applicable, federal law.

Judgment upon any arbitration award may be entered in any court having jurisdiction. In the event that there is a dispute about whether limiting arbitration of the parties' dispute to non-class proceedings is enforceable under applicable law, then that issue shall be resolved by litigation in a court rather than by the arbitrator. If it is determined that resolution of a Claim shall proceed on a class basis, it shall proceed in a court of competent jurisdiction rather than in arbitration. Unless the parties expressly agree otherwise, any in-person arbitration proceeding will take place within the boundaries of the federal judicial district court where the facility is located.

The Company will pay, or reimburse you for, all arbitration fees or costs to the extent required by law or the rules of the AAA. Whether or not required by law or such rules, if you prevail at arbitration on any Claim against the Company, the Company will reimburse you for any fees paid to the AAA or the arbitrator in connection with the arbitration proceedings. If you are required to advance any fees or costs to the AAA, but you ask the Company to do so in your stead, the Company will consider and respond to your request.

This arbitration agreement applies to all Claims now in existence or that may arise in the future. This arbitration agreement survives the termination of this Agreement and the completion of your membership, including your payment in full, and your filing of bankruptcy.

**(3.20) Entire Agreement.** The Agreement, these Terms and Conditions, and all rules and regulations of Browns Fit, as revised from time to time, constitute the entire and exclusive agreement between Browns Fit and Member, and supersedes all prior promises, representations, understandings and/or agreements relating to this membership purchase. Notwithstanding the foregoing, if Member/Buyer enrolled as a Member through a corporate program, then the terms of the agreement of the corporate program shall control in the event of any inconsistencies with this Agreement. The Agreement may be modified only by an instrument in writing; However, Browns Fit or any assignee of the Agreement is authorized to correct patent errors in the Agreement (and in other related documents) and Member and/or Buyer may verbally authorize payment of the outstanding balance of the membership fee by the automatic payment plan. In addition, Browns Fit or any assignee of the Agreement may modify the Agreement at any time as necessary to comply with changes in applicable law. Browns Fit may void the Agreement if it is not completed by a Browns Fit employee in accordance with the current pricing and payment programs, or if there has been any misrepresentation by Member. No written alterations or amendments to the Agreement and/or these Terms and Conditions shall be valid and Browns Fit employees are not authorized to make any changes written and/or verbal, additions or modifications to this Agreement. If you have any questions regarding this Agreement or these Terms and Conditions please contact Browns Fit Member Services at team@brownsfit.com.

**(3.21) Governing Law.** This Agreement shall be interpreted under the laws of the State of Ohio. Any litigation under this Agreement shall be resolved in the courts of the State of Ohio or a federal court sitting in Ohio.

**(3.22) Privacy Policy.** Members may review Browns Fit's privacy policy at <https://brownsfit.com/privacy-policy>.

**Default and Late Payments.** Should you default on any payment obligation as called for in this agreement, the club will have the right to declare the entire remaining balance due and payable and you agree to pay allowable interest, and all costs of collection, including but not limited to collection agency fees, court costs, and attorney fees. A default occurs when any payment due under this agreement is more than five days late. A service fee will be charged immediately for any check, draft, credit card, or order returned for insufficient funds or any other reason. Should any monthly payment become more than five days past due, you will be charged a late fee. If the Member is paying monthly dues by electronic funds transfer (EFT), the club's billing company, ABC Fitness Solutions, LLC, reserves the right to draft via EFT all amounts owed by the member including any and all late fees and service fees. Subject to appropriate State and Federal Law. **NOTE: Members paying monthly dues by E.F.T. are subject to \$10.00 per month increase of monthly dues if E.F.T. payment is stopped or changed. This will not affect any other provisions of this agreement.**

**Consent to Contact.** Member affirms, acknowledges and attests that Member's mailing address, telephone number, cellular telephone number and e-mail address provided on the face of this agreement are accurate and were provided by Member voluntarily. Subject to applicable law, Member agrees that Browns Fit and ABC Fitness Solutions, LLC, including its agents and affiliates, may contact Member at any mailing address, telephone number, cellular telephone number or e-mail address set forth on the face of this agreement, or subsequently provided by Member to Browns Fit and/or ABC Fitness Solutions, LLC.

**Arbitration.** Member agrees that any dispute, controversy, or claim arising out of or relating in any way to the Membership Agreement, including without limitation any dispute concerning the construction, validity, interpretation, enforceability, or breach of this Membership Agreement, shall be exclusively resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The place of the arbitration shall be the city of your club location and state of your club location law shall apply. In the event of a claim arising out of or relating in any way to the Membership Agreement, the complaining party shall notify the other party in writing thereof through a demand for arbitration which shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the claim. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This arbitration clause shall also apply to any dispute, controversy, or claim between the member and any third party with whom the Club contracts in order to perform its obligations or exercise its rights under this Membership Agreement, including without limitations, its third party payment processor, which is currently ABC Fitness Solutions, LLC.

MEMBER UNDERSTANDS AND AGREES THAT THE MEMBER AND THE CLUB ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT. NEITHER THE MEMBER NOR THE CLUB SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

**E-SIGN Consent.** Certain laws and regulations may require Browns Fit and/or ABC Fitness Solutions, LLC, to provide Member with written notices and disclosures on paper. With Member's consent, this information may be provided to Member electronically. Member's consent hereto shall apply to each and every disclosure, notice, agreement, statement, term and condition, and any other information (collectively, the "Documents") that Browns Fit and/or ABC Fitness Solutions, LLC, may provide Member. Member's consent to receive the Documents electronically shall continue until expressly withdrawn by Member. Notwithstanding, Member may request a paper copy of all electronic Documents by contacting Browns Fit and/or ABC Fitness Solutions, LLC, and requesting a paper copy. Member may withdraw its consent at any time by notifying the customer service department of Browns Fit and/or ABC Fitness Solutions, LLC. Upon withdrawing consent, Member shall no longer receive the Documents electronically. Member acknowledges that withdrawing consent may result in additional fees for Member's receipt of the Documents. Member agrees to maintain a valid email address with Browns Fit and/or ABC Fitness Solutions, LLC, and to promptly notify Browns Fit and/or ABC Fitness Solutions, LLC, of any changes to Member's email address. If Member has provided another type of electronic contact information, such as a phone number, then Member may change that contact information by contacting the customer service department of Browns Fit and/or ABC Fitness Solutions, LLC. To access, view and receive the Documents electronically, Member agrees and acknowledges that it must have: (i) a computer, mobile device, tablet or smartphone, (ii) a version of internet browser software that is up-to-date and supported by Member's electronic device, (iii) an internet connection, (iv) software that is capable of accurately reading and displaying electronic PDF files, (v) a computer or electronic device operating system capable of supporting the items above, and (vi) a printer or electronic storage device if Member desires to print any electronic Documents. Member acknowledges that it may also need a certain brand or device that can support applications intended for Member's electronic mobile devices, tablets and smartphones. In the event the required software or hardware is modified in such a way that would create a material risk to Member to access the Documents electronically, then Browns Fit and/or ABC Fitness Solutions, LLC, will notify Member following such material modification. **By accepting the terms of this Agreement, Member does hereby agree to the terms and conditions of this paragraph and consents to the same. Member does also confirm that Member has the software and hardware described above, that Member has the means necessary to access, view and receive the Documents electronically, and that Member has provided a valid and active email address to Browns Fit and/or ABC Fitness Solutions, LLC.**

**NOTICE:** ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

**Tax:** Notwithstanding any other provisions of this Agreement, you understand and agree that the amount of your monthly membership dues is based on current sales tax rates and to the extent such rates should increase during your membership, the club has the right to increase your monthly membership dues by the amount of such increase. If you have requested the privilege of paying your monthly dues by pre-authorized electronic funds transfer, the monthly amount so transferred will be adjusted to reflect any increase in the sales tax rate.

**FOR ALL BILLING INQUIRIES PLEASE CONTACT ABC FITNESS SOLUTIONS, LLC AT: 1-888-827-9262 or [abcfitness.com](http://abcfitness.com)**

## **Biometric Information Collection Policy and Consent**

M6Browns, LLC (the “Club”) uses biometric technology for the purpose of identifying Members and related uses including, without limitation, access to the Club facility, and verifying use and completion of training sessions and/or other services provided at the Club. Specifically, the Club may use Member biometric information and identifiers for purposes of documenting use of and entry into the Club, and use of services offered at the Club, including physical training services. This policy defines the procedures for the collection, use, safeguarding, storage, retention, and destruction of information gathered by or associated with biometric technology. The Club protects this information in compliance with all applicable laws. The Club will not collect any Member’s fingertip information, or any mathematical representation of a scan, without the Member’s prior written consent. The Club will inform Members of the specific purpose for which fingertip information, or any mathematical representation, is being collected and the length of time that it will be stored. The Club will permanently destroy a Member’s fingertip information, or any mathematical representation, contained in the Club’s data records within one week of the effective date of the termination or cancellation of the Member’s membership and agreement with the Club. Within such one-week period, the Club will direct any third-party company that provides the biometric collection technology and related services to permanently destroy any fingertip information, or any mathematical representation, in its possession. The Club will not sell, lease, trade, or otherwise profit from an individual’s fingertip information. The Club will not disclose fingertip information to any third party unless a) an individual consents to the disclosure of his or her fingertip information, b) the disclosure is necessary to the completion of a financial transaction requested or authorized by the individual, c) the disclosure is required by law, or d) the disclosure is required by valid subpoena by a court of competent jurisdiction. The Club will take reasonable steps to store, transmit, and protect from disclosure all fingertip information, and will protect all fingertip information in the same or in a more protective manner that the Club stores, transmits, and protects its own confidential and sensitive information.

Your fingertip information will not be disclosed by the Club without your prior written consent unless required by law or valid subpoena.

If applicable state law imposes more stringent or additional limitations on the Club’s collection, use, safeguarding, handling, storage, retention, and destruction of your biometric data, such law provisions are incorporated into this policy and replace policy provisions contradictory to such state law.

By purchasing the membership, you acknowledge that you have read the Club’s Biometric Information Collection Policy and Consent, you understand it, and you voluntarily consent to the collection and use of your biometric information in the manner and for the purposes described herein, including consent to disclosure of the information to a third-party data company that provides the biometric collection technology and related services.

## **BROWNS FIT MEMBERSHIP CONTRACT ACKNOWLEDGMENT BY BUYER**

Buyer acknowledges that Buyer has been informed by Seller at the time of the signing of the Membership Contract, of Buyer's right to cancel the Membership Contract, and Buyer understands such cancellation rights.

Buyer acknowledges that the Membership Contract states the date on which Buyer actually signed the Membership Contract.

Buyer acknowledges that Seller has given Buyer a copy of the Membership Contract that has been signed by the Seller and it is a completed form. Buyer also acknowledges and agrees to the terms of the Membership Contract.

Buyer acknowledges that Seller has given Buyer two copies of a cancellation notice form, captioned "Notice of Cancellation", which is attached at the end of the Membership Contract signed by Buyer. Such "Notice of Cancellation" is easily detachable and Seller has completed both copies of "Notice of Cancellation" by entering: (i) the name of Seller, (ii) the address of the facility available for use by Buyer, (iii) Seller's facsimile number or Seller's electronic mail address, and (iv) the date of the Contract.

Buyer acknowledges that Buyer is aware of the Annual Fee terms on the first page of the Membership Contract, and that such Annual Fee is due and payable each year on the 60th day after the membership enrollment date (and each subsequent anniversary of such date) so long as the Membership Contract is in effect