

PIN PILATES STUDIO LLC – TERMS AND CONDITIONS

These Terms of Use, including any policies, rules and other terms that are expressly incorporated herein by reference (collectively, these “Terms”), set forth a legally binding agreement between you (“you” or “your”) and Pin Pilates Studio LLC (“Pin Pilates Studio,” “we,” “us,” or “our”).

These Terms govern your use of our website located at www.pinpilatesstudio.com (the “Site”), and any content, information, or services made available on or through the Site (collectively, the “Services”). Please read these Terms carefully before using the Site or any of the Services.

ARBITRATION NOTICE

SECTION 24 (DISPUTE RESOLUTION) OF THESE TERMS CONTAINS A MUTUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT WAIVES YOUR RIGHT TO A COURT HEARING AND JURY TRIAL. YOU AGREE THAT ANY AND ALL DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. PLEASE READ SECTION 24 (DISPUTE RESOLUTION) CAREFULLY.

1. ACCEPTANCE OF TERMS

By accessing or using the Site or the Services, or by clicking to accept these Terms when this option is made available to you, you accept and agree to be bound by these Terms.

Your access to and use of certain portions or aspects of the Site, or your ability to access and/or use certain Services, may require you to accept additional terms and conditions, including, without limitation, Pin Pilates Studio’s standard membership policies and any applicable membership agreement(s) and/or waiver(s) for your applicable studio(s) (collectively, “Additional Terms”). The Additional Terms are hereby incorporated into these Terms by this reference.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SITE OR THE SERVICES.

2. AGE REQUIREMENTS

You must be at least the age of majority in your state of residence, and fully able and competent to enter into and abide by these Terms, in order to access and use the Site and the Services. Individuals under the age of majority are not eligible to use the Site or the Services and may not submit any personal information to us.

Your ability to access and/or use certain Services may require a minimum age that is higher than the applicable age of majority. By accessing or using the Site and/or the Services, or by clicking to accept these Terms, you represent and warrant that:

- You are at least the age of majority in your state of residence;
- You are legally entitled and have the right, authority and capacity to enter into these Terms and any purchase agreements with us and our partners, vendors, agents and service providers.

3. MODIFICATIONS TO THESE TERMS

We may amend or modify these Terms at any time. We will e-mail you or post a notification on the Site in the event of any material changes.

Changes will be effective when specified in the relevant notification or, if the change is immaterial, immediately upon appearing on the Site. Your continued use of the Site and/or the Services following our posting of any changes means that you accept and agree to those changes.

4. PRIVACY POLICY

Your privacy is important to us. Our Privacy Policy governs the processing of all personal data collected from you in connection with your use of the Site and/or the Services and is incorporated into these Terms by reference.

You must agree to the Privacy Policy in order to use the Site and/or the Services.

5. ACCESSIBILITY

Pin Pilates Studio is committed to helping those with disabilities access the Site and the Services. We strive to provide an excellent online experience for all guests, including those with sight, hearing and other disabilities.

If you have difficulty using or accessing any element of the Site or the Services or if you have feedback regarding accessibility, please contact us at Pinpilates000@gmail.com.

6. MOBILE SERVICES

Certain Services are available via a mobile device. To the extent you access the Services through a mobile device, your wireless carrier's standard charges, data rates and other fees may apply.

Not all Services may work with all carriers or devices, and downloading, installing or using certain Services may be prohibited or restricted by your carrier.

You agree that we may communicate with you by SMS, MMS, text message or other electronic means to your mobile device, including automated or prerecorded messages, to the phone number(s) you have provided to Pin Pilates Studio, for purposes that may include marketing and promotional messages. Consent to receive such messages is not a condition of purchasing services from us. Message frequency may vary and message and data rates may apply. You may opt out at any time by following the instructions provided in those messages.

To the extent these Terms provide for usage rules applicable to an application that are less restrictive than, or otherwise conflict with, the terms of service of the application store from which the application was obtained (“App Store TOS”), the more restrictive or conflicting provision in such App Store TOS will govern and apply.

7. ACCOUNT ACCESS INFORMATION

If you are required to create an account to access any part of the Site and/or Services, you must treat your account information (including your username, password and any other security information) as confidential and must not disclose it to any other person or entity.

You acknowledge that your account is personal to you and agree not to provide any other person with access to the Site and/or Services using your account information. You agree to notify us immediately of any unauthorized access to or use of your account or any other breach of security and accept responsibility for all activities that occur under your account.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time if you have violated any provision of these Terms.

8. SUBSCRIPTION MEMBERSHIPS

You can find a description of our membership offerings (“Membership”) on the Site. All Memberships are subject to Pin Pilates Studio’s standard membership policies and your applicable membership agreement(s) with your studio(s).

You may purchase a Membership through the Site by paying a membership fee in advance on a monthly basis or another interval that we disclose to you in advance (each, an “Interval”).

Once your initial Membership payment is processed (the “Membership Start Date”), your Membership shall commence and continue for an initial period of one (1) Interval (the “Initial Membership Period”).

AUTOMATIC RENEWAL. Your Membership automatically renews for additional, successive one (1) Interval periods (each, a “Renewal Membership Period”). At the beginning of each Interval, we will automatically bill the Membership fees for that Interval to your payment method until your Membership is cancelled or terminated.

You may cancel your Membership at any time during the Initial Membership Period or any Renewal Membership Period. You will not receive a refund of any amounts already paid, but you will retain access to the Membership benefits for the remainder of the then-current period.

To cancel your Membership, you may:

1. Visit your account page on the Site;
2. Review Pin Pilates Studio’s standard membership policies or your membership agreement; or
3. Contact your studio or e-mail. Pinpilates000@gmail.com

You are responsible for ensuring that your billing and payment information is correct. If your payment method cannot be charged for any reason and you have not cancelled, you remain responsible for any uncollected amounts and we may attempt to process payment again. We also reserve the right to cancel your Membership if your payment method cannot be successfully charged.

Prices and terms for Memberships may change at any time, but current prices and terms will remain in effect through the end of your then-current Initial or Renewal Membership Period. We will provide reasonable notice of any updates before they become effective. If you do not wish to renew under the new prices or terms, you must cancel your Membership.

9. RESTRICTIONS ON USE

Solely for Personal Use

You may use the Site, the Services and all associated content solely for your personal use and enjoyment. The Site or any portion of it may not be reproduced, duplicated, copied, sold, resold, visited or otherwise exploited for any commercial purpose without our express written consent.

Accuracy of Information

To access parts of the Site or the Services, you may be asked to provide certain information, some of which may be personal. It is a condition of your use of the Site or the Services that all the information you provide is correct, current and complete.

Prohibited Conduct

When accessing or using the Site or the Services you may not:

- Use any device, software or routine to interfere with the proper functioning of the Site;
- Transmit any unlawful, threatening, abusive, libelous, defamatory, discriminatory, obscene, vulgar, pornographic, profane or otherwise indecent information of any kind;
- Transmit any message that constitutes, encourages or incites conduct that would constitute a criminal offense or give rise to civil liability;
- Infringe the rights of others, including privacy, publicity, copyright, trademark or other intellectual property or proprietary rights;
- Transmit any virus, Trojan horse, time bomb, worm or other harmful code;
- Use any automated system, including spiders, robots or data mining tools, to access, scrape or index the Site;
- Frame or use framing techniques to enclose any aspect of the Site without our express written consent;
- Use any metatags or other “hidden text” that uses our name or trademarks without our express written consent;
- Violate or attempt to violate any security features of the Site, including accessing data not intended for you, probing or testing vulnerabilities, or interfering with service to any user, host or network;
- Use the Site to send unsolicited email or other unsolicited communications, including “spam,” “chain letters” or “pyramid schemes”;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any communication; or
- Attempt to reverse-engineer, decompile or disassemble any of the software used in providing the Site.

10. USER COVENANTS

By accessing or using the Site and/or the Services, you agree, acknowledge and represent that:

- You will comply with all applicable federal, state and local laws, rules and regulations, and will not perform or fail to perform any act that you know or reasonably should know would place us or our affiliates in violation of any applicable law, rule or regulation.
- You have the authority and capacity, under the laws of the jurisdiction in which you reside, to make the representations and warranties and be bound by the covenants set forth in these Terms.

11. COPYRIGHTS, TRADEMARKS AND OTHER PROPRIETARY RIGHTS

You agree to respect the intellectual property rights of others and to obey all applicable laws when accessing and using the Site and/or the Services. You are solely responsible for any violations of any relevant laws and for any infringement of third-party rights caused by any content you provide or transmit to us.

As between you and us, all content on the Site and the Services, including text, software, photos, videos, images, graphics, music, audio-visual content, recordings and other digital media, is owned by us and/or our licensors and is protected by copyright, trademark and other intellectual property or proprietary rights. The entire content of the Site is copyrighted as a collective work and we own the copyright in the selection, coordination, arrangement and enhancement of such content.

Any feedback, suggestions or ideas you provide to us relating to the Site and/or the Services shall be deemed non-confidential and we may use them on a royalty-free, perpetual, irrevocable, worldwide, transferable and unrestricted basis.

All trademarks, trade names, trade dress, logos and service marks (collectively, "Trademarks") appearing on the Site and/or the Services are the property of their respective owners, including Pin Pilates Studio and/or our partners. Nothing in these Terms or on the Site grants you a license or right to use any Trademark without the prior written permission of its owner.

Except as expressly provided in these Terms, you may not use, modify, create derivative works of, copy, redistribute, reproduce, publish, transmit, display, commercialize or otherwise exploit any content or material from the Site or the Services without our express written permission and, if applicable, the permission of the respective copyright owner.

12. USER CONTENT

You are, and shall remain, solely responsible for the content of any materials you submit or transmit to us, including, without limitation, photos, videos, images, text, artwork, logos, reviews, comments, ideas, notes, drawings, graphics, messages and other information or communications (“User Content”).

We welcome our customers to share photos and videos of their Pin Pilates Studio experiences or services online, including on social media platforms. By tagging or mentioning Pin Pilates Studio, or by otherwise granting permission, you may allow us to use your content (“User Generated Social Media Content”).

You hereby grant to us and our affiliates a royalty-free, perpetual, irrevocable, worldwide, transferable, non-exclusive license to use, reproduce, modify, adapt, publish, share, repost, translate, create derivative works of and display your User Content, without payment or other consideration to you, in connection with:

1. The operation of the Site;
2. Providing you the Services; and
3. Our business purposes, including promotion, advertising and marketing of Pin Pilates Studio, in any form or media now known or later developed.

You also grant us permission to use and authorize others to use your name and/or social media handle in association with your User Generated Social Media Content for identification and promotional purposes. Where permitted by law, you waive any moral rights you may have in your User Content.

You represent and warrant that you own or have the necessary rights to license the User Content and that your User Content does not infringe the intellectual property or other rights of any third party. Your User Content may not:

- Contain personally identifiable information about another person without their consent;
- Bully, threaten, harass, degrade or mock any person or group;
- Contain libelous, defamatory, obscene, pornographic, sexually explicit, lewd or otherwise inappropriate content;
- Contain hate speech or slurs;
- Promote violence, illegal activity, or dangerous behavior;
- Involve unsolicited advertising or spam; or

- Involve impersonation or misrepresentation of your affiliation with any person or entity.

We may, but are not obligated to, remove or refuse to post any User Content and may preserve and disclose User Content if required by law or if we believe such action is reasonably necessary to comply with legal process, enforce these Terms, respond to claims or protect the rights, property or safety of Pin Pilates Studio, its users or the public.

You should keep a copy of all User Content you provide. We do not guarantee that User Content will remain available and we are not liable for any loss of User Content.

13. MONITORING; COPYRIGHT COMPLAINTS

We have the right, but not the obligation, to monitor, suspend, terminate, edit, disclose, refuse to post or remove any material, content or activity on the Site or the Services in our sole discretion, including User Content. If you post or provide content in violation of these Terms or to which you do not have adequate rights, we may suspend or terminate your access to the Site or the Services.

Digital Millennium Copyright Act (DMCA)

We may, in appropriate circumstances, terminate the access of users who repeatedly infringe the rights of others. A “Repeat Offender” is any user against whom we receive three (3) or more copyright infringement notifications.

If you believe that your work has been copied and is accessible on the Site or Services in a way that constitutes copyright infringement, you may send us a written notification (“Infringement Notification”) that includes the following:

- A physical or electronic signature of the person authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work claimed to have been infringed, or a representative list if multiple works are involved;
- Identification of the material claimed to be infringing, and information reasonably sufficient to locate the material;
- Your contact information (address, telephone number and, if available, e-mail address);
- A statement that you have a good-faith belief that use of the material is not authorized by the copyright owner, its agent or the law; and

- A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the copyright owner.

Please send the written communication to our copyright agent at:

Pin Pilates Studio LLC

Attn: Copyright Agent

139 Weston Road

Weston, FL 33326

E-mail: Pinpilates000@gmail.com

14. REVIEWS

We may provide opportunities for you to post reviews, ratings or comments about our classes, instructors, or services (“Reviews”). If you choose to provide a Review, you agree to state your opinions lawfully, honestly and in good faith, and to disclose any relationship or conflict of interest that might influence your views.

You grant us and our affiliates a royalty-free, perpetual, irrevocable, worldwide, transferable, non-exclusive license to use, reproduce, modify, adapt, publish, share, repost, translate, create derivative works of and display your Reviews, without payment or other consideration to you, in connection with operating the Site and for our business purposes, including advertising and marketing of Pin Pilates Studio in any form of media now known or later developed.

Reviews are strictly the opinions of the users who post them. We do not endorse or guarantee the accuracy or appropriateness of any Reviews and assume no responsibility or liability for them.

15. THIRD-PARTY SITES; LINKING AND FRAMING

We may provide links or access to third-party websites, products or services (“Third-Party Sites”) that are not owned or controlled by Pin Pilates Studio. We are not responsible for the content, products, services, privacy practices or policies of any Third-Party Sites, and access to them does not constitute an endorsement by us.

Complaints, claims, concerns or questions regarding Third-Party Sites should be directed to the applicable third party.

You may not mirror or frame the Site or Services or link to the Site or Services from any website that, in our sole discretion, contains or promotes offensive, illegal or otherwise inappropriate material. You also may not link to the Site in a way that suggests any association, approval or endorsement by Pin Pilates Studio without our express written consent. If we notify you that a link violates this paragraph, you must immediately remove the link.

16. UPDATES

We do not guarantee that all or any part of the Site or the Services will always be available. We may modify, suspend or discontinue the Site or Services, or any part of them, at any time without notice.

Information on the Site or the Services may be incomplete, out of date or contain errors. We may correct any errors or update information at any time without prior notice.

17. PURCHASES

Prices and Promotions

Services offered on the Site are subject to availability and should be used strictly in accordance with any instructions, precautions and guidelines. Prices, discounts and promotions posted on the Site are subject to change without notice, as permitted by law.

We reserve the right to change, limit, refuse or cancel any order at our discretion. If we change or cancel an order, we will attempt to notify you using the contact information provided with the order. We strive to display accurate price information, but may occasionally make typographical errors or other mistakes, which we may correct at any time and may result in cancellation of affected orders.

Coupons / Discount Codes

Coupons or discount codes may be limited to one per customer and are subject to the terms of the applicable offer. They have no cash value, are not redeemable for cash and are not valid on previous purchases or when combined with other promotions unless stated otherwise.

Payment Terms

Unless otherwise agreed by us in writing, payment must be received by us before we accept an order. By entering into a transaction on the Site, you represent and warrant that:

- All information you provide (including credit card information and billing address) is true, correct and complete;
- You are the authorized holder of the payment method used;
- The charges will be honored by your payment provider; and
- You will pay all charges incurred by you, including shipping, handling and any applicable taxes.

We may cancel transactions and suspend your access to the Site if we determine that your payment method is invalid, a transaction is unauthorized, a charge is disputed for improper reasons, promotions are abused, or you otherwise enter into an improper transaction.

18. DISCLAIMER OF WARRANTIES

The Site and/or the Services may provide you with certain information, including tutorials, workouts, wellness tips or recommendations. All such information is provided for general information purposes only and does not constitute medical or professional advice. The Site and the Services do not provide or replace medical care.

You should consult your physician or other healthcare professional before starting any exercise program, especially if you or your family have a history of high blood pressure, heart disease or other medical conditions, or if you have ever experienced discomfort while exercising. Never disregard professional medical advice or delay seeking it because of something you have read on the Site or through the Services.

THE SITE AND THE SERVICES (INCLUDING ANY SERVICES OFFERED VIA THE SITE) ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOUR USE IS AT YOUR SOLE RISK. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

We do not warrant that the Site or Services will meet your requirements, be uninterrupted, timely, secure or error-free, that the results obtained will be accurate or reliable, or that any defects will be corrected. Your sole remedy for dissatisfaction with the Site or the Services is to stop using them.

Some jurisdictions do not allow limitations on the length or scope of an implied warranty, so the above limitations may not apply to you.

19. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PIN PILATES STUDIO LLC OR ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSORS, SERVICE PROVIDERS OR SUCCESSORS (COLLECTIVELY, THE “PIN PILATES STUDIO PARTIES”) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING ANY LOSS OF PROFITS, GOODWILL, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO:

1. YOUR USE OF OR INABILITY TO USE THE SITE OR THE SERVICES;
2. ANY ACT OR OMISSION BY YOU BASED ON INFORMATION OBTAINED THROUGH THE SITE OR THE SERVICES;
3. UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR
4. STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE OR SERVICES.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE PIN PILATES STUDIO PARTIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THE SITE, THE SERVICES OR THESE TERMS EXCEED ONE HUNDRED U.S. DOLLARS (US \$100).

Some jurisdictions do not allow limitations of liability for incidental or consequential damages, so some of the above limitations may not apply to you.

20. INDEMNIFICATION

You agree to indemnify, defend and hold harmless the Pin Pilates Studio Parties from and against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys’ fees) arising out of or related to:

- Your violation of these Terms;
- Your use of the Site and/or the Services;
- Your dispute with another user;
- Your violation of any rights of any third party;
- Any claim related to your User Content; or
- Your violation of applicable law.

This obligation will continue after you stop using the Site and/or the Services. We may assume the exclusive defense and control of any matter subject to indemnification by you, at your expense, and you may not settle any such matter without our prior written consent.

21. FORCE MAJEURE

We will not be liable or responsible to you for any failure or delay in performance under these Terms to the extent such failure or delay is caused by events beyond our reasonable control, including acts of God, flood, fire, earthquake, explosion, governmental actions, war, terrorism, civil unrest, epidemic, pandemic, labor disputes, power outages, cyberattacks or other similar events.

22. CONSENT TO ELECTRONIC COMMUNICATIONS; NOTICES

You agree that we may provide you with information and communications regarding the Site and the Services in electronic form, including by email, posting on the Site or other electronic means. You consent to receive communications from us electronically and agree that all agreements, notices and other communications that we provide electronically satisfy any legal requirement that such communications be in writing.

23. GOVERNING LAW

These Terms and your use of the Site and/or the Services shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply.

24. DISPUTE RESOLUTION

Timing of Claims

Any cause of action or claim you may have with respect to the Site and/or the Services must be commenced within one (1) year after the claim or cause of action arises.

Arbitration and Venue

Any dispute relating in any way to your use of the Site and/or the Services shall be submitted to confidential binding arbitration in Broward County or Miami-Dade County, Florida, except that we

may seek injunctive or other appropriate relief in any state or federal court for disputes relating to our intellectual property rights. You consent to jurisdiction and venue in such courts.

If you wish to initiate arbitration, you must first send us a written notice of your claim ("Notice") by certified mail to:

Pin Pilates Studio LLC

Attn: Legal Department

139 Weston Road

Weston, FL 33326

The Notice must describe the nature and basis of the claim or dispute and set forth the specific relief sought. If we and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, either you or we may commence an arbitration proceeding.

Arbitration shall be conducted by the American Arbitration Association under its Commercial Arbitration Rules before a single arbitrator with expertise in the subject matter of the dispute. The arbitrator's fees shall be borne by the non-prevailing party or otherwise allocated as the arbitrator deems appropriate. Each party shall bear its own attorneys' fees and costs, except as otherwise required by law.

The arbitration shall be completed within one hundred twenty (120) days of the date the arbitration is initiated, where practicable.

Final Arbitration

The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. The arbitration proceedings and all related information shall be confidential except as required by law.

Class Action Waiver

YOU AND PIN PILATES STUDIO AGREE THAT ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY. NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER USERS, OR PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. THE ARBITRATOR MAY NOT PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING.

25. MISCELLANEOUS

Section headings are for convenience only and do not affect interpretation. No principle that construes ambiguities against the drafter shall apply to these Terms.

Our failure to enforce any provision of these Terms shall not be deemed a waiver of such provision. We may assign our rights and obligations under these Terms without notice. You may not assign any of your rights or obligations without our prior written consent.

Any provisions that by their nature should survive termination of these Terms (including, without limitation, provisions relating to intellectual property, indemnification, limitation of liability and dispute resolution) shall survive such termination.

If any provision of these Terms is held to be unlawful, void or unenforceable, that provision shall be deemed severable and will not affect the validity of the remaining provisions.

These Terms, together with our Privacy Policy and any Additional Terms, constitute the entire agreement between you and Pin Pilates Studio regarding your use of the Site and the Services and supersede all prior or contemporaneous agreements relating to such subject matter.

26. U.S. USE ONLY

The Site, and the content and services we provide through the Site, are intended to comply with U.S. state and federal laws and regulations. We make no representation that materials or services available on or through the Site are appropriate or available for use in other locations. Those who access the Site from other jurisdictions do so on their own initiative and are responsible for compliance with local laws.

27. QUESTIONS

If you have any questions or comments regarding these Terms, our Privacy Policy, the Site or the Services, please contact us at:

139 Weston Road

Weston, FL 33326

Or Email: Pinpipilates000@gmail.com