AB LAB
FITNESS STUDIO

MEMBERSHIP AGREEMENT

We can't wait to officially welcome you to our community. Before you fully commit, we ask that you read this document carefully and in its entirety. If you have any questions, please email us (info@ablabfitness.com) or reach out to us on WhatsApp (876-439-5092).

Membership Perks

- ***Exclusive access:*** You'll get priority booking for all classes, and access to member exclusive formats.
- ***No credits left behind:*** Unused credits roll over to the next month once your membership remains active. All unused credits will expire on December 31st each year.
- ***Milestone Celebrations:*** You'll have the ability to track your progress and we'll celebrate key milestones with you — 25th class, 50th class, 100th class, 250th class and 500th class.
- ***Birthday Credits:*** We love birthdays! You will receive up to 4 free credits (based on your access tier). If your birthday is in December, your birthday credits will rollover into January.
- ***Monthly retail credits:*** Committed members get up to $1,250 per month (based on access tier and credit package) to cover beverages & snacks in-studio.

Our Memberships

Access Tiers

We offer two access tiers designed to suit your needs:

1. *Full access*: This gives you access to all AB LAB and PWRHAUS class formats, plus exclusive perks including:
    a. 4 birthday credits
    b. Up to $1,250 in monthly retail credits (for committed members only)
    c. If you refer-a-friend who becomes a member within one month of their first class, you will receive 5 free credits (with a maximum of 30 credits in a calendar year).
2. *Mat Only*: This is valid for in-studio mat pilates classes only. All other formats and pop-ups are excluded.
    a. 1 birthday credit
    b. Up to $1,000 in monthly retail credits (for committed members only)

Commitment Level

Our month-to-month membership is non-binding and gives you the flexibility to cancel at any time without a fee. Our committed membership has a three (3) month minimum duration and offers you a discount for your commitment to us. If you choose to terminate the membership before the end of the three month minimum, you will be charged an early termination fee (see page 3).

Each membership plan gives you the freedom to choose 16, 32, 48 or 64 credits — pick whatever works best for you based on how often per week you plan to come!

You may upgrade or downgrade your credit package at any point in your billing cycle, and purchase add-on credits if you're running low. Any changes to credit packages made less than 72 hours before your next billing cycle will be applied to the next billing cycle, but add-on credits will be available within 2 hours of your payment.

How Credits Work

We utilise a credit-based pricing model for all group classes offered at AB LAB Fitness Studio (including PWRHAUS). The number of credits allotted to a class is dependent on several factors including equipment used and demand, but will never exceed 8 credits. As a member, unused credits rollover to the next month once your membership remains active. All unused credits will expire on December 31st of each year. Credits are non-transferable, but may be applied to in-studio purchases in December only.

Once cancellation occurs at least 60 minutes before the start of a class, your credits will be automatically refunded to your account. Outside of this window, credits will be refunded manually. Please allow 48 hours for the credits to reappear in your account.

Payment

Membership fees will be billed monthly with thirty (30) days between invoicing. All members are given a seven (7) day grace period for membership payment. Payments made outside of the grace period, but prior to deactivation, will be subject to a late payment fee of 2.5% per day.

For your privacy, AB LAB Fitness Studio does not store your credit card information. We highly recommend enrolling in our secure autopay option after receiving your first invoice by checking "Automatic Payments" at checkout.

If you prefer, membership payments can be made through bank transfer (ACH only) or in-studio using a debit or credit card (VISA, Mastercard, Discover, Keycard). Payments by bank transfer must be completed at least three (3) business days before your renewal date to prevent any interruptions in your membership, and proof of payment should be sent by WhatsApp or email.

AB LAB Fitness Studio is not responsible for any bank fees or service charges associated with the payment of your membership. Additionally, you will be subject to a $500 dishonour fee in the event your payment is dishonoured by your financial institution.

Active Memberships

For a membership to be considered active, there must be no outstanding balances on your account. For month-to-month, your memberships will remain active until the renewal period, which begins at the conclusion of your thirty (30) day membership period. Once your membership is active, you can upgrade or downgrade your credits, or request a pause on your membership.

Deactivation

Your membership will be deactivated after thirty (30) days of non-payment. If you haven't received a renewal confirmation email from us within 48 hours of your payment, please reach out to us by email or WhatsApp. If you would like to reinstate your membership after it has been deactivated, it will be considered *terminated in arrears* and the early exit fee may apply (see Termination).

Membership Pause

Life happens and sometimes you may need to take a break. If you are a committed member, you are entitled to a maximum of three complimentary membership pauses in a twelve (12) month period. You will not be billed while your membership is paused, but you will be unable to use your credits to reserve a spot in any group classes. However, you can still book private or small group sessions. To pause your membership, please reach out to us by email with details of the start date and end date of the pause (end date must be by December 15 of each calendar year).

Termination

All active memberships may be cancelled. Our month-to-month membership is nonbinding and may be cancelled at any time without incurring a fee. Cancellation of committed memberships will incur an *early exit fee*. If you cancel within the three

month minimum time frame, the early exit fee is equivalent to the pro-rated balance for the remainder of that three (3) month period. Cancellation outside of the minimum time frame will have an *early exit fee* of $3,000.

To avoid being charged for the next billing cycle, requests for cancellation must be made by email at least **72 hours** before your next billing date.

Inactive Memberships

If your membership is terminated in good-standing, your membership will become inactive. You can reactivate your membership at any time by contacting us (through email or WhatsApp). Any credits, promotional codes, or discounts available in your account prior to termination will not be accessible once your membership becomes inactive. While your membership is inactive, you will still be able to reserve your spot in classes as a non-member at our drop-in prices and book private and group sessions.

Changes to Membership Pricing

AB LAB Fitness Studio reserves the right to change the prices of credit packages and memberships at any time. We will notify you of any price changes via email. These changes will take effect either seven (7) days after the notice is sent or at your next renewal period, depending on your membership type. By signing up for a membership, you authorise AB LAB Fitness Studio and/or our payment processor to debit the updated amount from your account.

Founding Members

Any member who has signed this Membership Agreement and successfully made payment for an eligible membership type under the Founding Member promotion is considered to be a founding member. As a founding member, you are entitled to retain your membership rate for 12 months. AB LAB Fitness Studio reserves the right to terminate your status if 1) your membership is deactivated 2) your membership is paused 3) your membership has been terminated or is inactive or 4) your conduct is inappropriate or harmful to other members, instructors or staff. Termination of founding member status is effective on the date AB LAB Fitness Studio advises you by email.

Force Majeure

AB LAB Fitness Studio will not be liable for any failure, losses or delay in memberships due to circumstances beyond our reasonable control, that could not

have been reasonably foreseen or provided against, or due to events such as a pandemic, natural disaster, or other Act of God. In such an event, you will not be entitled to any refunds or recovery.

Indemnity

You agree to defend, indemnify and hold AB LAB Fitness, its instructors and staff against and from all expenses, damages, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever that AB LAB Fitness Studio incurs arising out of, caused by, attributable to or resulting from any accident, damage, loss, damage to property, injury or death to any person arising out of your negligent careless or reckless actions (including but not limited to misuse of the equipment) at or in the studio or in the vicinity of the studio.

Data Protection

Any of your personal data that we collect is in order to meet your fitness needs, notify you of key changes to our offerings or communicate with you. All data is securely stored and has been encrypted to protect your personally identifiable and sensitive data. Your personally identifiable and sensitive data will never be sold to or shared with a third party for marketing purposes without your consent. By signing this membership agreement, you consent to AB LAB Fitness Studio collecting, processing and storing any personal data you provide.

Governing Law & Jurisdiction

This Agreement will be governed by and interpreted in accordance with the laws of Jamaica, and you hereby agree to submit to the non-exclusive jurisdiction of the courts of Jamaica for the resolution of any disputes.

Acceptance of Terms & Conditions

By using our website, Momence app, online booking system, and attending classes, you accept our Terms & Conditions, which are incorporated by reference into this Agreement. In case of any conflict between this Agreement and the Terms & Conditions, the Terms & Conditions will prevail.

We reserve the right to revise and update our Terms & Conditions at any time. Any updates to this document will be communicated to all members through email in a timely manner. Your failure to cease the use of our services outlined above after notification constitutes your acceptance of the modified terms and conditions.