



# 9ROUND FITNESS

5343 Sunset Blvd J Lexington, South Carolina  
29072  
(803) 399-1468

DATE: May 18, 2024  
9ROUNDNOW RECURRING DUES  
MEMBERSHIP AGREEMENT

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status.  
The agency that administers compliance with the law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

## PARTIES TO THE AGREEMENT

**CLUB INFORMATION:** AYTYSB LLC d/b/a 9ROUND ("9ROUND," "Company," "we," "our" or "us"), and its successors and assigns

**CLUB OF ENROLLMENT:** 9Round Lexington, SC - Sunset Blvd. 5343 Sunset Blvd J Lexington, South Carolina 29072

### MEMBER INFORMATION:

Member Name: ("Member," "you" or "your") Email:

Address:

Birth Date: Gender:

Home #: Cell #: Work #:

**BUYER INFORMATION:** (if different from Member; the Buyer is the person paying for services) ("Buyer")

## SUMMARY OF TERMS AND ACCOUNT CHARGES

### RECURRING DUES MEMBERSHIP BASICS

- This membership grants you access to 9RoundNOW. You have read and agree to the Terms of Service of 9RoundNOW.
- As a recurring dues member, you are agreeing to pay for your 9RoundNOW membership on a month-to-month ("M2M") basis.
- You may cancel your M2M membership at any time by providing the club identified above with (30)-days advance written notice.
- Your recurring dues billing will begin on 2024-05-18 and will continue on the same day each month thereafter until you properly cancel per the terms of this Agreement.
- You expressly authorize 9ROUND, or its third-party billing services provider, to draft your account each month for any dues, fees or other charges.

# TERMS OF YOUR RECURRING DUES MEMBERSHIP

Membership to begin on	May 18, 2024
Monthly Dues Amount (including taxes)	\$19.99
Recurring Dues Term (in months) (*subject to auto- renewal)	1*
Sales Tax Rate	0
<b>TOTAL DUE NOW TO START</b>	\$19.99

## OTHER CHARGES/FEES\* (other charges/fees may apply)

Late Charge	\$20 per late payment
Returned Item Fee (e.g., bounced check; payment returned for insufficient funds)	\$25 per returned item

## CONSENT TO AUTO-RENEWAL (All references to "I" or "me" in this section shall refer to you)

I understand that my membership will continue to renew monthly until I properly cancel according to the cancellation terms found in this Agreement, and that i will be required to pay all dues, fees and charges associated with my account.

**Buyer's Acceptance:** (electronic signature) 3.16.41.142 **Date Signed and Accepted:** May 18, 2024

## AUTHORIZATION FOR PREAUTHORIZED PAYMENTS (All references to "I" or "me" in this section shall refer to you)

By signing below, I am authorizing ClubReady, LLC ("ClubReady"), a third-party billing company located at 14515 North Outer Forty, Ste. 300, Chesterfield, MO 63017 to initiate transfers, whether by EFT or ACH transfer, from the designated bank account tied to this Agreement for purposes of paying, on a recurring basis, all or a portion of the dues, fees and charges which I owe under the Agreement. I understand and agree that: (a) dues, fees and charges include, but may not be limited to, enrollment fees, membership dues, service charges, late fees, applicable taxes, and/or fees for uncollected monthly dues; (b) ClubReady may transfer funds from my designated account for any retail transactions or online purchases initiated by me; (c) dues, fees and charges will be drawn on or about the dates set forth in the Payment Schedule; (d) this preauthorization will remain in effect until all of my payment obligations under the Agreement have been satisfied; (e) charges may appear in my bank statement under the prefix "CLR" followed by my studio's name, phone number and state; (f) debited amounts may vary each month based on additional amounts which I may owe under this Agreement, and that while I am entitled to receive notice at least 10 days before being charged, by signing this

authorization, I am choosing instead to get notice only when the amount due would differ by more than \$50.00 from my most recent payment; (g) billing inquiries can be directed to ClubReady at 1 (800) 405-4818. I expressly authorize ClubReady, and any of its subsidiaries or affiliates, to contact me regarding any matter related to the billing of my account, whether by phone, email or SMS text communication (please note SMS text charges may apply).

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## CANCELLATION TERMS

**RESCISSION. YOU MAY RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3RD) BUSINESS DAY AFTER THE DATE YOU SIGNED THE AGREEMENT. ALL RESCISSION NOTICES MUST BE MADE IN WRITING AND DELIVERED IN PERSON OR SENT BY REGISTERED OR CERTIFIED MAIL TO: 9Round Lexington, SC - Sunset Blvd. 5343 Sunset Blvd J Lexington, South Carolina 29072.**

**CANCELLATION RIGHTS.** After expiration of the applicable rescission period, you may cancel this Agreement only if you qualify as follows:

**You die or become permanently disabled.** If, by reason of death or permanent disability, you are unable to receive all services for which you contracted, then you or your estate may cancel this Agreement without penalty and receive a pro rata refund, where applicable, for any prepaid sums. A "permanent disability" means a condition which completely prevents you from using 9RoundNOW. 9ROUND reserves the right to have your permanent disability verified by a physician. 9ROUND shall retain the value for services already provided prior to your death or the onset of permanent disability.

**TERMINATION OF RECURRING DUES MEMBERSHIP.** As a M2M member, you may terminate this Agreement at any time by providing 9ROUND with a 30-day advance written notice. There is no early termination fee for a M2M membership. Once 9ROUND receives your written notice of cancellation, your membership will remain active until the expiration of your then-current billing cycle.

**REFUNDS.** Any refund due, if any, will be paid to you within the time period prescribed by state law.

**NOTICE.** All notices under this Agreement must be in writing and delivered in person to the club, or sent via registered or certified mail to 9Round Lexington, SC - Sunset Blvd. 5343 Sunset Blvd J Lexington, South Carolina 29072 or sent via email to [SunsetBlvdLexingtonSC@9round.com](mailto:SunsetBlvdLexingtonSC@9round.com).

## RELEASE OF LIABILITY; ASSUMPTION OF RISK; INDEMNITY

**USING 9ROUNDNOW, INVOLVES THE RISK OF INJURY TO YOU OR YOUR GUEST(S), WHETHER YOU OR SOMEONE ELSE CAUSES IT. SPECIFIC RISKS VARY FROM ONE ACTIVITY TO ANOTHER AND THE RISKS RANGE FROM MINOR INJURIES TO MAJOR INJURIES, SUCH AS CATASTROPHIC INJURIES INCLUDING DEATH. IN CONSIDERATION OF YOUR PARTICIPATION IN 9ROUNDNOW, YOU UNDERSTAND AND VOLUNTARILY ACCEPT THIS RISK AND RELEASE AYTYSB LLC, AND EACH OF THEIR RESPECTIVE AFFILIATES, AND EACH OF THE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, FRANCHISORS, AGENTS AND INDEPENDENT CONTRACTORS THEREOF (THE "RELEASEES"), FROM ALL LIABILITY FOR ANY INJURY, INCLUDING, WITHOUT**

LIMITATION, PERSONAL, BODILY, OR MENTAL INJURY, ECONOMIC LOSS, OR ANY DAMAGE TO YOU, YOUR SPOUSE, GUESTS, UNBORN CHILD, OR RELATIVES, RESULTING FROM YOUR USE OF 9ROUNDNOW, INCLUDING ANY INJURY RELATING TO THE ORDINARY NEGLIGENCE, ACTUAL OR PASSIVE, OF THE RELEASEES OR ANYONE ACTING ON THE RELEASEES' BEHALF OR ANYONE USING 9ROUNDNOW, WHETHER RELATED TO EXERCISE OR NOT. IN CONSIDERATION OF YOUR BEING ABLE TO USE 9ROUND, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASEES HARMLESS AGAINST ANY LIABILITY, DAMAGES, DEFENSE COSTS, INCLUDING ATTORNEYS' FEES, AND ANY OTHER COSTS INCURRED IN CONNECTION WITH CLAIMS FOR BODILY INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE CAUSED BY YOUR NEGLIGENCE OR OTHER ACTS OR OMISSIONS. YOU FURTHER AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE RELEASEES FROM ALL LIABILITY, DAMAGES, DEFENSE COSTS, INCLUDING ATTORNEYS' FEES, AND ANY OTHER COSTS INCURRED IN CONNECTION WITH CLAIMS FOR BODILY INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE BROUGHT BY YOU, YOUR GUESTS, OR MINORS, EVEN IF THE RELEASEES WERE NEGLIGENT. FURTHER, YOU UNDERSTAND AND ACKNOWLEDGE THAT THE RELEASEES DO NOT MANUFACTURE FITNESS OR OTHER EQUIPMENT, BUT PURCHASE AND/OR LEASE EQUIPMENT. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE RELEASEES AND 9ROUND ARE PROVIDING RECREATIONAL SERVICES AND MAY NOT BE HELD LIABLE FOR DEFECTIVE PRODUCTS.

YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THE FOREGOING AND KNOW OF THE NATURE OF THE CONTENT PROVIDED BY 9ROUNDNOW.

## DISPUTE RESOLUTION (U.S.)

Mediation, Arbitration, and Waiver of Jury Trial. You and 9Round agree that any dispute with 9Round (including its officers, directors, employees, and agents, as well as its franchisor), other than a claim for personal injury, or a claim brought in small claims court, will be resolved exclusively as follows:

- First, through informal discussions with 9Round;
- If those discussions are unsuccessful, by non-binding mediation;
- If that mediation is unsuccessful, by binding arbitration.
- You understand and agree that you are waiving your right to a jury trial.
- The arbitration will take place before a single arbitrator in a location at or near your club of enrollment, and under the then-current and applicable American Arbitration Association ("AAA") rules ([www.adr.org/Rules](http://www.adr.org/Rules)).
- Arbitration costs will be borne by 9Round in an amount as fairly determined by the arbitrator.

Class and Representative Action Waiver. You and 9Round further agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. You also agree not to participate in claims brought in a private attorney general ("PAGA") or representative capacity, or consolidated claims involving another person's account if 9Round is a party to that proceeding.

Opt-Out. If you do not wish to be bound by these dispute resolution provisions, you may opt out by delivering a written notice via mail or in person to 9Round at 9Round Lexington, SC - Sunset Blvd. 5343 Sunset Blvd J Lexington, South Carolina 29072, or via email to [SunsetBlvdLexingtonSC@9round.com](mailto:SunsetBlvdLexingtonSC@9round.com) within 30 days after the day you sign this agreement.

**Severability.** If any provisions of this dispute resolution section are deemed unenforceable, those provisions shall be considered omitted and the remaining portions of this dispute resolution section shall remain valid and enforceable.

## GENERAL PROVISIONS

**MEDICAL CONDITIONS.** BEFORE USING 9ROUNDNOW, YOU REPRESENT THAT YOU ARE IN GOOD HEALTH AND HAVE NO DISABILITY, IMPAIRMENT, INJURY, DISEASE, OR AILMENT, PREVENTING YOU FROM ENGAGING IN ACTIVE OR PASSIVE EXERCISE OR WHICH COULD CAUSE INCREASED RISK OF INJURY OR ADVERSE HEALTH CONSEQUENCES AS A RESULT OF EXERCISE. YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF 9ROUNDNOW FACILITY AND SHALL INDEMNIFY 9ROUND, ITS AFFILIATES, AGENTS AND EMPLOYEES, AGAINST ANY AND ALL DAMAGES ARISING OUT OF YOUR USE OF THE FACILITIES.

**CUSTOMER SERVICE.** Any questions about this Agreement or issues with your membership can be directed to a 9ROUND manager at 9Round Lexington, SC - Sunset Blvd. 5343 Sunset Blvd J Lexington, South Carolina 29072, or call (803) 399-1468.

**NO HEALTH WARRANTIES.** 9ROUND makes no claims as to medical results that can or may be obtained through use of 9ROUNDNOW. 9ROUND has neither suggested nor will it suggest any medical treatment to any of its members; only licensed medical professionals are qualified to give medical advice. You are instructed not to act on the advice given by any 9ROUND employee, unless such advice has been verified by your licensed professional physician.

**CHANGE IN MEMBERSHIP OR BILLING INFORMATION.** You must promptly notify 9ROUND in writing of any changes in your billing information, address or telephone number. You expressly permit 9ROUND, or its authorized billing company, to obtain such updated information through payment card networks, card issuers or other third parties.

**DESCRIPTION OF SERVICES.** This Agreement entitles you to access 9ROUNDNOW. 9ROUND reserves the right to revise its list of available services at any time for any reason.

**MINIMUM AGE REQUIREMENT.** The minimum age for 9ROUNDNOW membership is eighteen (18) years old. Minors under the age of eighteen (18) are required to obtain the consent of a parent or legal guardian, who must sign this Agreement and remain responsible for all fees and other charges.

**NON-DISCRIMINATION.** 9ROUND represents that it will not discriminate against any person because of sex, race, creed, age, color, origin, sexual orientation, or ancestry in considering applications for memberships.

**MEMBERSHIP TERMINATION.** We reserve the right to terminate your membership for any reason not expressly prohibited by law. In the event of termination, we will notify you in person or send you a written notice of termination to your address on file, and refund you any unused prepaid dues.

**ENTIRE AGREEMENT.** Verbal agreements with a 9ROUND employee will not be accepted as valid. Only this Agreement, the Terms of Service of 9RoundNOW, and all rules and regulations of 9ROUND, as revised from time to time, constitute the entire and exclusive agreement between you and 9ROUND, and supersede all prior written and/or oral promises, representations, understandings and/or agreements relating to this membership purchase.

**INVALID PROVISIONS.** If any part of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement will be valid and enforceable.

**GOVERNING LAW.** This Agreement shall be interpreted under the laws of the State in which you execute this Agreement.

**LIMITED LIABILITY.** Unless prohibited by state law, any award by a court or arbitrator is limited to actual

compensatory damages. Neither a court nor an arbitrator can award either party any indirect, special, incidental or consequential damages, even if one party told the other party that they might suffer these damages.

**CONSENT TO CONTACT.** By signing below, you are giving 9ROUND and its authorized vendors express written consent to contact you at the wireless number provided for any matter related to your account, including collection of monies owed, alerts and/or notices regarding your purchased services, and promotions that may be of interest to you. You acknowledge that calls or text messages sent to your mobile phone device may be generated using an autodialing system, and that standard text rates apply. Your consent is not a condition of purchase. You may revoke your consent at any time.

#### **I AGREE TO THE TERMS OF THIS AGREEMENT**

**Buyer's Acceptance:** (electronic signature) 3.16.41.142 **Date Signed and Accepted:** May 18, 2024

**COSIGNER** (ONLY NEEDED IF MEMBER IS A MINOR OR THERE WILL BE A FINANCIAL CO-SIGNER ON THE ACCOUNT)

**PARENT/GUARDIAN.** On behalf of my minor child and myself, I agree to all of the provisions of this Agreement, including the provision titled "Release of Liability; Assumption of Risk; Indemnity." I promise to pay any financial obligation that my minor child does not pay for any reason. I understand that my obligations can only end if the Member/guardian properly terminates this Agreement. I expressly agree to the Authorization for Preauthorized Payments described above.

**FINANCIAL COSIGNER.** I promise to pay any financial obligation that the Member/Buyer does not pay for any reason. I also agree to indemnify 9ROUND to the fullest extent permitted by law for any claim brought against 9ROUND by the Member (or Buyer, if different from Member). I understand that my obligations can only end if the Member/Buyer properly terminates this Agreement. I expressly agree to the Authorization for Preauthorized Payments described above.

**Cosigner/Parent/Guardian Acceptance:** (electronic signature) 3.16.41.142 **Date Signed and Accepted:** May 18, 2024